

**MEETING OF THE
MAYOR AND BOARD OF ALDERMAN OF THE
CITY OF RIDGELAND, MISSISSIPPI
May 1, 2018
6:00 PM**

INVOCATION

PLEDGE OF ALLEGIANCE

CONSIDERATION OF MINUTES FROM PRIOR BOARD MEETING

April 17, 2018 Minutes

CONSIDERATION OF MINUTES FROM PRIOR WORK SESSION

April 16, 2018 Work Session Minutes

1. AGENDA ITEMS

2. CONSENT ITEMS

- a) Final Plat and Covenants for West Jackson Street Condominiums
- b) Accept withdrawal of Petition and Application for Conditional Use Permit for Storage Park Properties, LLC - Storage Max (Highland Colony Parkway)
- c) Approve Agreement for Construction Management Services between the City of Ridgeland and Charles N White Construction Company
- d) Approve Special Event Permit for Ardenland, LLC - Red Beans and Rice Festival
- e) Request Authorization to Advertise for Lake Harbour Drive Extension Phase "A" Box Culvert
- f) Approve East Lake Harbour Drive Engineering Pay Request #1
- g) Approve East Lake Harbour Drive Engineering Pay Request #2
- h) Approve Lake Harbour Drive Extension Preliminary Engineering Estimate #53
- i) Approve Lake Harbour Drive Extension Preliminary Engineering Estimate #54
- j) Approve East Lake Harbour Construction Supplemental Agreement #1
- k) Approve Canadian National Permit Agreements for Colony Park Boulevard

- l) Budget Amendment

3. PAYMENT OF CLAIMS

- a) Claims 145745 - 146005 Excluding Costco Related Charges in Claim #145934 and April 27, 2018 Payroll
- b) Payment of Costco Related Charges in Claim #145934 (\$400.00)

4. EXECUTIVE SESSION

ADJOURNMENT

INFORMATION FOR MAYOR AND BOARD

700 Towery Court Report

City Attorney Statement for Service thru 4/20/2018

MEETING OF THE
MAYOR AND BOARD OF ALDERMAN OF THE
CITY OF RIDGELAND, MISSISSIPPI
April 17, 2018
6:00 PM

The Mayor opened the April 17, 2018 meeting of the Mayor and Board of Aldermen to order. Present were Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman Brian Ramsey, Alderman D.I. Smith, Alderman Bill Lee, City Attorney Jerry Mills, and City Clerk Paula Tierce. The meeting was opened with an invocation by Alderman Wesley Hamlin followed by the pledge of allegiance.

The Mayor and Board of Aldermen were provided the March 2018 Financial Statement and the April 2018 Sales Tax Report.

Mike McCollum, Public Works Director, and Leann Stacy, a representative of the Keep Ridgeland Beautiful Committee, were recognized for being selected first place for the Wildflowers Trails of MS by Keep Mississippi Beautiful.

Next came the recognition of Officer Terry Rogers for being selected "Officer of the Month" for March 2018. Mayor McGee stated that on March 24, 2018, Officer Terry Rogers was monitoring traffic on I-220 and observed a vehicle traveling at a high rate of speed. Officer Rogers conducted a traffic stop and discovered that Jackson Police Department held a warrant for the driver for possession of marijuana. Officer Rogers then conducted a field interview with the driver and obtained permission to search his vehicle. During this search, Officer Rogers located a stolen firearm and numerous narcotics to include 69 ecstasy pills and liquid cocaine. The driver was subsequently taken into custody and arrested. On that same date, Ridgeland Police Department Dispatch notified officers that a group of five male suspects had just shoplifted over \$10,000.00 worth of merchandise at the Apple store located in the Renaissance Mall. Suspect descriptions were given and Officer Rogers immediately began searching the area. He located two individuals matching the description of two of the suspects and held them for questioning. The Apple store staff positively identified the two suspects as being involved in the theft and both were taken into custody and arrested. Officer Terry Rogers did an excellent job interviewing the parties involved in both cases. His dedication and attention to details led to the arrest of these suspects. Mayor McGee thanked Officer Terry Rogers for being an asset to the Ridgeland Police Department and encouraged him to keep up the hard work.

Next came the matter of accepting the Minutes of the April 2, 2018 Work Session and the April 3, 2018 Board of Aldermen meeting. The Minutes were accepted with no corrections noted.

Next came the consideration of cleaning the property located 700 Towery Court, Ridgeland, Madison County, Mississippi. Georgia Trebisky, Code Enforcement Officer, provided a timeline of events and photographs of the property taken on March 22, 2018 and November 15, 2016, which are attached hereto as Exhibit "A". Mason Pennaman then made remarks regarding circumstances and weather preventing him from making progress on the repairs

and requested additional time to complete the repairs. Alderman Brian Ramsey moved to adjudicate the cleaning of the property with a 90 day stay being imposed on enforcement of cleaning the property, the property owner being required to attend each Board Meeting to provide a status update, Community Development authenticating progress report, and the permit being reinstated by the Community Development Department. The Motion was seconded by Alderman Wesley Hamlin and a vote was taken thereon as follows:

Vote: Aye(s): Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman Brian Ramsey, Alderman D.I. Smith, Alderman Bill Lee

Nay(s): None

Abstention(s): None

The Mayor then declared the Motion carried.

Next came the consideration of the Petition and Application for Conditional Use Permit for a Kroger Fuel Center submitted by Kroger Limited Partnership I. Alderman Chuck Gautier moved to approve. The Motion was seconded by Alderman Kevin Holder and a vote was taken thereon as follows:

Vote: Aye(s): Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman Brian Ramsey, Alderman D.I. Smith, Alderman Bill Lee

Nay(s): None

Abstention(s): None

The Mayor then declared the Motion carried. A copy of the Ordinance is attached hereto as Exhibit "B".

(Alderman D. I. Smith departed the meeting and recused himself.)

Next came the consideration of the entertainment contracts for Balloon Glow. Alderman Chuck Gautier moved to approve. The Motion was seconded by Alderman Ken Heard and a vote was taken thereon as follows:

Vote: Aye(s): Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman Brian Ramsey, Alderman Bill Lee

Nay(s): None

Absent: Alderman D. I. Smith

The Mayor then declared the Motion carried. A copy of the contract with WME and the Pyro Show are attached hereto as Exhibit "C".

(Alderman D. I. Smith re-entered the meeting.)

Next came the consideration of the items set out on the Consent Agenda. Alderman Chuck Gautier moved to approve the Consent Agenda.

a) - Site Plan / Architectural Review - Kroger Fuel Center - Order Attached Hereto As Exhibit "D"

b) - Architectural Review - Anthony Vince Nail Salon (Renaissance at Colony Park) - Order Attached Hereto As Exhibit "E"

c) - Check Deposit/Budget Amendment - Walmart Grant - Resolution Attached Hereto As Exhibit "F"

d) - Approve Special Event Permit for Southern Connection Police Supplies - Back the Blue Festival - Order Attached Hereto As Exhibit "G"

e) - Approve Special Event Permit for Madison County Chamber of Commerce - Dragon Boat Regatta - Order Attached Hereto As Exhibit "H"

f) - Approve Special Event Permit for Cintas - Partner Picnic - Order Attached Hereto As Exhibit "I"

g) - Approve Budget Amendment for Ridgeland Police Department - Resolution Attached Hereto As Exhibit "J"

h) - Receive Insurance Proceeds for the Ridgeland Police Department - Resolution Attached Hereto As Exhibit "K"

i) - Authorize Purchase of Tornado Siren - Order Attached Hereto As Exhibit "L"

j) - Approve Request for Authorization to Advertise for Proposals for Waste Hauler Services for Collection and Disposal of Residential Recycling Services - Order Attached Hereto As Exhibit "M"

k) - Approve Request for Authorization to Renew Contract for Waste Hauler Services for Collection and Disposal of Residential and Light Commercial Waste and Disposal of Residential Yard Waste - Order Attached Hereto As Exhibit "N"

l) - Approve East Lake Harbour Drive Rehabilitation Contractor's Pay Estimate #1 - Order Attached Hereto As Exhibit "O"

m) - Approve Surplus Property for Public Works Department - Resolution Attached Hereto As Exhibit "P"

n) - March 2018 Privilege License Report - Order Attached Hereto As Exhibit "Q"

The motion was seconded by Alderman D. I. Smith and a vote was taken thereon as follows:

Vote: Aye(s): Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman Brian Ramsey, Alderman D.I. Smith, Alderman Bill Lee
Nay(s): None
Abstention(s): None

The Mayor then declared the Motion carried.

Next came the payment of Claims 145349-145744 and April 13, 2018 Payroll (\$1,638,468.44). Alderman Ken Heard moved to approve. The Motion was seconded by Alderman Wesley Hamlin and a vote was taken thereon as follows:

Vote: Aye(s): Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman Brian Ramsey, Alderman D.I. Smith, Alderman Bill Lee
Nay(s): None
Abstention(s): None

The Mayor then declared the Motion carried.

There being no further business before the Board of Aldermen, the Mayor adjourned the meeting at 6:33 p.m.

WITNESS MY SIGNATURE, the _____ day of April, 2018.

GENE F. MCGEE, MAYOR

ATTEST:

PAULA TIERCE, CITY CLERK

**MINUTES OF THE WORK SESSION
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF RIDGELAND
APRIL 16, 2018
6:00 P.M.**

The Mayor Pro Tempore, Kevin Holder, opened the work session of April 16, 2018 of the Mayor and Board of Aldermen. Present were Alderman D. I. Smith, Alderman Bill Lee, Alderman Chuck Gautier, Alderman Kevin Holder, Alderman Ken Heard, Alderman Wesley Hamlin, City Attorney Jerry Mills, and City Clerk Paula Tierce. Absent were Mayor Gene McGee and Alderman Brian Ramsey.

The Mayor Pro Tempore presented the proposed agenda through Item “b” under the Consent Agenda. Mayor Gene McGee joined the meeting and presented the remaining items of the agenda, which is attached hereto as Exhibit “A”. Alderman D. I. Smith requested that Item “N” under the Consent agenda be removed from the Consent Agenda and he departed the meeting to avoid a conflict of interest. Each item was discussed with no action being taken by the Mayor & Board of Aldermen.

The meeting concluded at 6:38 p.m.

WITNESS MY SIGNATURE, this the _____ day of April, 2018.

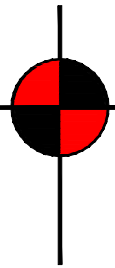
Mayor Gene F. McGee

ATTEST:

Paula Tierce, City Clerk

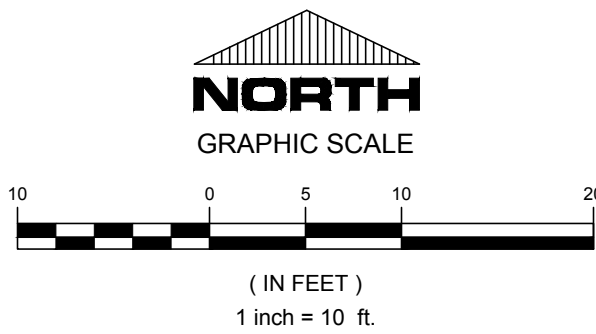
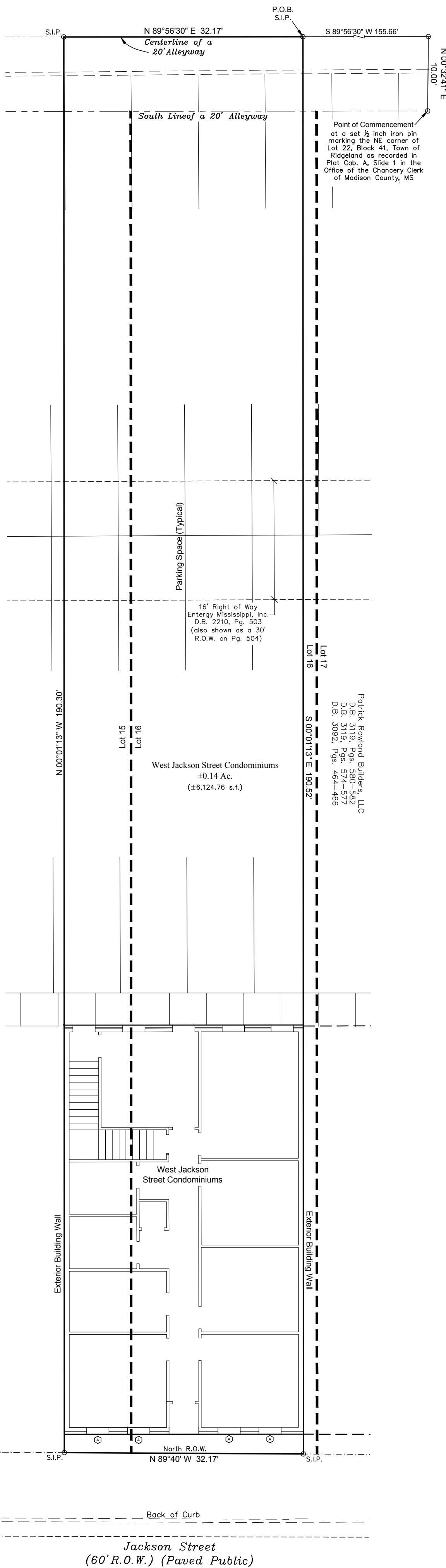
BENCHMARK ENGINEERING & SURVEYING, LLC

101 Highpointe Court, Suite B, Brandon, Mississippi 39042
Office: 601-591-1077 Fax: 601-591-0711
E-mail: mlove@benchmarkms.net

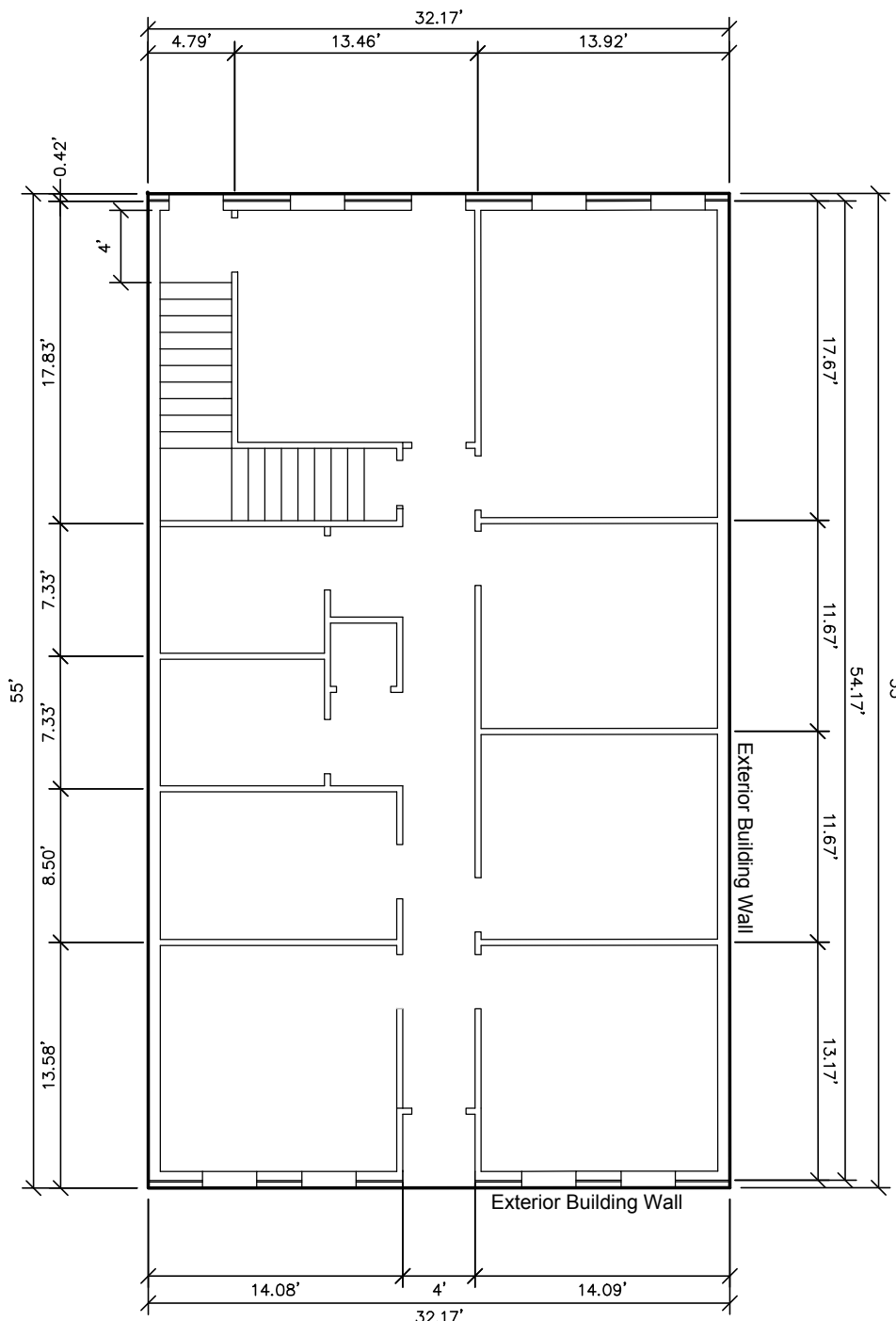


WEST JACKSON STREET CONDOMINIUMS

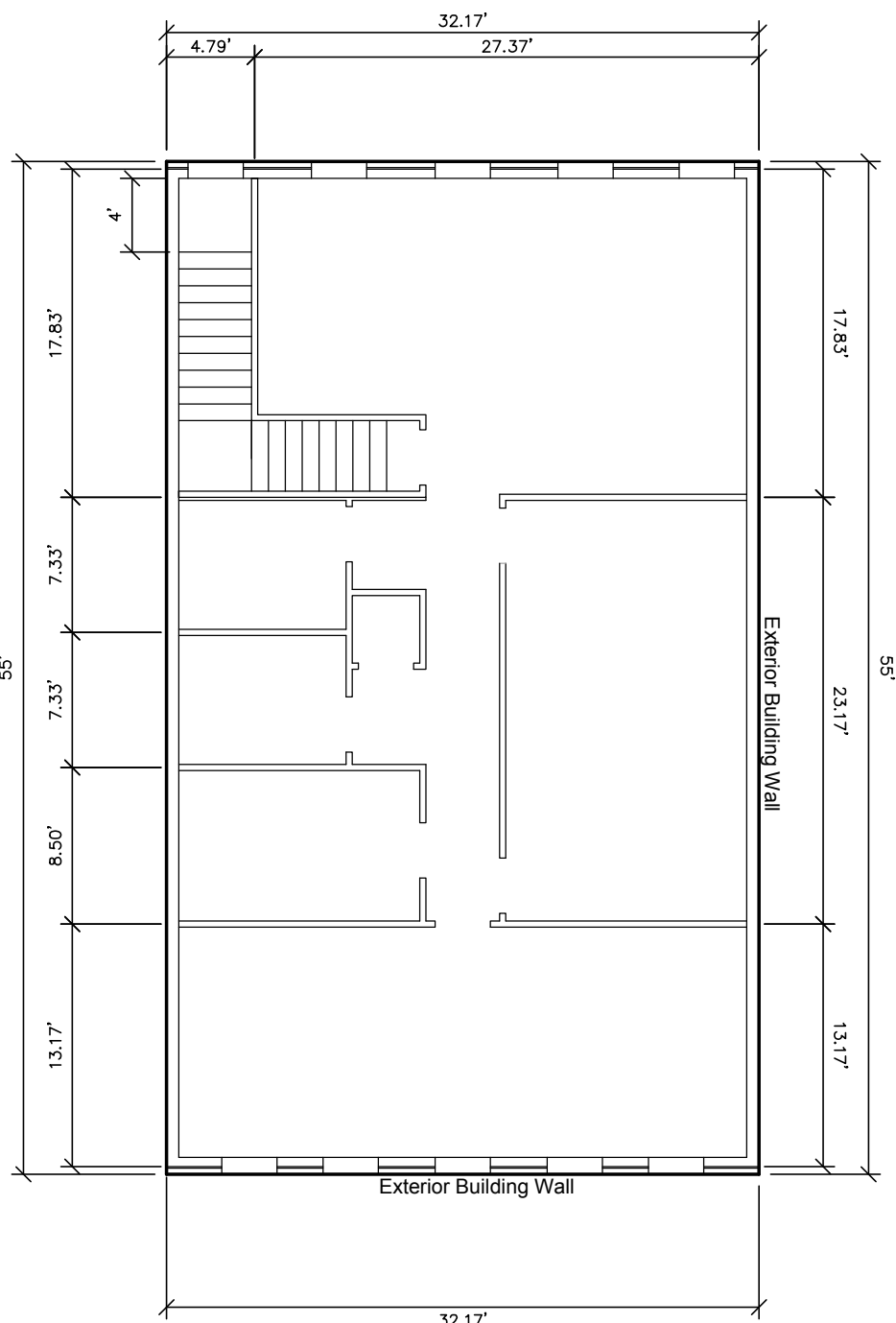
SITUATED IN THE SE ¼ OF THE SW ¼ OF SECTION 19, T7N, R2E,
CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI
(ALSO BEING PORTION OF LOT 15 AND LOT 16, BLOCK 41, TOWN OF RIDGELAND AS
RECORDED IN PLAT CAB. A SLIDE 1 IN THE OFFICE OF THE CHANCERY CLERK OF MADISON COUNTY
AND THE SOUTH 10' OF AN ALLEY BEING NORTH OF AN ADJACENT TO THE AFORESAID LOTS)



- GENERAL NOTES:
- THIS LOT IS LOCATED IN FLOOD ZONE "X" (NOT SHADED) ACCORDING TO FLOOD INSURANCE RATE MAP NO. 28089D0567F, COMMUNITY PANEL NO. 280110 0567 F, EFFECTIVE DATE: MARCH 17, 2010.
 - THIS SURVEY MEETS THE MINIMUM REQUIREMENTS OF THE STANDARDS FOR LAND SURVEYORS IN MISSISSIPPI FOR CLASS B SURVEYS AS ADOPTED BY THE MISSISSIPPI BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND SURVEYORS.
 - BEARINGS BASED ON SOLAR OBSERVATION.
 - ½" x 18" IRON PINS SET AT ALL CORNERS.
 - FIELD SURVEY COMPLETED DECEMBER 14, 2017.
 - THE LAND THAT IS SUBDIVIDED AND PLATTED HEREON IS SUBJECT TO THE TERMS, CONDITIONS AND RESTRICTIONS OF THAT CERTAIN DECLARATION OF EASEMENTS AND RESTRICTIVE COVENANTS RECORDED IN BOOK 3588 AT PAGE 33 IN THE MADISON COUNTY, MISSISSIPPI LAND RECORDS. ALL CONVEYANCES OF PROPERTY HEREON ARE SUBJECT TO THIS DECLARATION.



First Floor



Second Floor

PLAT CABINET _____, SLIDE _____

FILING AND RECORDATION - COUNTY OF MADISON - STATE OF MISSISSIPPI

I, Ronny Lott, Clerk of the Chancery Court in and for the said County and State, do hereby certify that the final plat of WEST JACKSON STREET CONDOMINIUMS, was filed for record in my office on this _____ day of _____, 2017, and was duly recorded in Plat Cabinet _____ at Slide _____ of the records of maps and plats of land of Madison County, Mississippi.

GIVEN UNDER MY HAND AND SEAL of office on this the _____ day of _____, 2017.

Ronny Lott
Chancery Clerk

Deputy Clerk

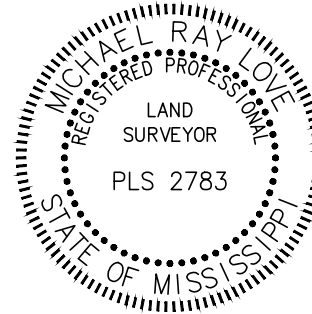
CERTIFICATE OF COMPARISON - COUNTY OF MADISON - STATE OF MISSISSIPPI

We, Ronny Lott, Chancery Clerk, and MICHAEL R. LOVE, Professional Land Surveyor, do hereby certify that we have carefully compared this plat of WEST JACKSON STREET CONDOMINIUMS with the original thereof, and find it to be a true and correct copy of said map or plat.

GIVEN UNDER MY HAND AND SEAL of office on this the _____ day of _____, 2017.

Ronny Lott
Chancery Clerk

Michael R. Love, P.L.S.



CITY PLANNING AND ENGINEER'S APPROVAL
CITY OF RIDGELAND - COUNTY OF MADISON - STATE OF MISSISSIPPI

We have examined this plat and find that it conforms to all conditions set forth on the preliminary plat as approved by the Mayor and Board of Aldermen and thus recommend final approval.

Public Works Director

Chairman, City Planning and Zoning Board

CITY APPROVAL CERTIFICATE
CITY OF RIDGELAND - COUNTY OF MADISON - STATE OF MISSISSIPPI

I hereby certify that this is a true copy and that this plat was approved by the Mayor and Board of Aldermen in session on the _____ day of _____, 2017.

Attest:

City Clerk
City of Ridgeland

Mayor
City of Ridgeland

ACKNOWLEDGEMENT - CITY OF RIDGELAND - COUNTY OF MADISON - STATE OF MISSISSIPPI

PERSONALLY APPEARED BEFORE ME, the within named MICHAEL R. LOVE, Professional Land Surveyor, who acknowledged to me that he signed and delivered this Plat and Certificate thereon on the day and year herein mentioned.

GIVEN UNDER MY HAND AND SEAL of office on this the _____ day of _____, 2017.

Notary Public: _____ My Commission Expires: _____

ACKNOWLEDGEMENT - CITY OF RIDGELAND - COUNTY OF MADISON - STATE OF MISSISSIPPI

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Patrick Rowland, Member of Patrick Rowland Builders, LLC, the Owner, who acknowledged to me that, after first having been authorized so to do, he signed and delivered this Plat and Certificate thereon on behalf of Patrick Rowland Builders, LLC on the day and year herein mentioned.

GIVEN UNDER MY HAND AND SEAL of office on this the _____ day of _____, 2017.

Notary Public: _____ My Commission Expires: _____

SURVEYOR'S CERTIFICATE OF COMPLIANCE WITH SUBDIVISION REGULATIONS
COUNTY OF MADISON - STATE OF MISSISSIPPI

I, Michael R. Love, Professional Land Surveyor, do hereby certify that the monuments and markers shown hereon are in place on the ground and the plan and plot shown hereon are a true and correct representation of a survey performed to the accuracy designated in the Subdivision RegulationS for the City of Ridgeland, Madison County, Mississippi.

WITNESS MY SIGNATURE, this the _____ day of _____, 2017.

Michael R. Love, P.L.S.



CERTIFICATE OF OWNERSHIP AND DEDICATION - COUNTY OF MADISON - STATE OF MISSISSIPPI

Patrick Rowland Builders, LLC hereby certifies that we are the Owners of the property shown on the Plat and described in the Certificate of Michael R. Love, Professional Land Surveyor appearing hereon, have caused same to be subdivided and platted as shown; and the property is all (or a part of) that tract as recorded in Deed Book 3092, Pages 464-466 in the office of the Chancery Clerk of Madison County, Mississippi; and that we hereby adopt this plan of subdivision with our free consent, and dedicate all alleys, walks, parks and other open spaces to public use or to private use as noted.

WITNESS MY SIGNATURE on this the _____ Day of _____, 2017.

Patrick Rowland Builders, LLC
Patrick Rowland, Member

SURVEYOR'S CERTIFICATE - COUNTY OF MADISON - STATE OF MISSISSIPPI

I, Michael R. Love, Professional Land Surveyor, do hereby certify that at the request of Patrick Rowland Builders, LLC, the Owner, I have subdivided and platted the following described land situated in the Southeast ¼ of the Southwest ¼ of Section 19, Township 7 North, Range 2 East, City of Ridgeland, Madison County, Mississippi and also being a portion of Lot 15 and Lot 16, Block 41, Town of Ridgeland as recorded in Plat Cabinet A, Slide 1 in the Office of the Chancery Clerk of Madison County and the South 10 feet of an alley being North of and adjacent to the aforesaid lots, and being more particularly described by metes and bounds as follows:

Commencing at a set 1/2 inch iron pin marking the Northeast corner of Lot 22, Block 41, Town of Ridgeland; run thence

North 00 degrees 32 minutes 41 Seconds East along the West right of way of North Central Avenue for a distance of 10.00 feet to a set 1/2 inch iron pin marking the intersection of said West right of way of North Central Avenue with the center of said alley; thence

South 89 degrees 56 minutes 30 seconds West along said center of an alley for a distance of 155.66 feet to a set 1/2 inch iron pin marking the Point of Beginning of herein described property; thence

South 00 degrees 01 minutes 13 seconds East for a distance of 190.52 feet to a set ¼ inch iron pin marking the North right of way of Jackson Street; thence

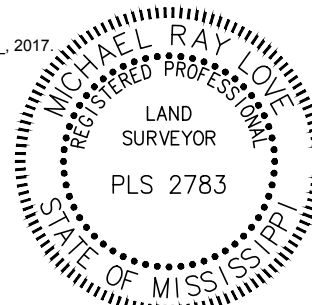
North 89 degrees 40 minutes West along said North right of way of Jackson Street for a distance of 32.17 feet to a set 1/2 inch iron pin; thence

North 00 degrees 01 minutes 13 seconds West for a distance of 190.30 feet to a set ¼ inch iron pin marking said center of an alley; thence

North 89 degrees 56 minutes 30 seconds East along said center of an alley for a distance of 32.17 feet the Point of Beginning, containing 0.14 acres, more or less.

WITNESS MY SIGNATURE on this the _____ day of _____, 2017.

Michael R. Love, P.L.S. 2783



Prepared By and Return To:

Jason L. Poulson (MSB# 102448)
Watkins & Eager PLLC
400 East Capitol Street
Jackson, MS 39201
Phone: (601) 963-1900

61-00E
#609

Indexing Instructions:

Part of Lot 11 and Lots 12-22, Block 41,
Town of Ridgeland, AND
South 10 feet of the Alleyway adjacent to
Part of Lot 11 and Lots 12-22, Block 41,
Town of Ridgeland, Madison County, Mississippi

DECLARATION OF EASEMENTS AND RESTRICTIVE COVENANTS

THIS DECLARATION OF EASEMENTS AND RESTRICTIVE COVENANTS (this "Declaration") is made and entered into as of March 22, 2018, by **Patrick Rowland Builders, LLC**, a Mississippi limited liability company, 144 Martinique Drive, Madison, Mississippi 39110, (601) 624-2048, **Jackson Street Group, LLC**, a Mississippi limited liability company, 200 West Jackson Street, Ridgeland, Mississippi 39157, (601) 499-4200, **Glenn and wife Judith Dehart**, as joint tenants with full rights of survivorship and not as tenants in common, 2455 Lauren Street, Grenada, Mississippi 38910, (662) 417-3451, and **KTBPW Real Estate Holdings, LLC**, a Mississippi limited liability company, 214 West Jackson Street, Ridgeland, Mississippi 39157, (601) 709-8304 (collectively, the "Declarants").

WITNESSETH:

A. Declarants are currently the respective owners of certain parcels of land located in Ridgeland, Madison County, Mississippi, said parcels comprising the real property described on Exhibit A attached hereto and incorporated herein by reference (each such Parcel being herein referred to individually as a "Parcel", respectively, and referred to collectively as the "Parcels"), and each being more specifically shown on the Site Plan attached hereto as Exhibit B and incorporated herein by reference (the "Site Plan"); and

B. Each of the Parcels are contiguous and adjacent to each other, as shown on the Site Plan, and Declarants desire and intend that the Parcels be developed and operated in conjunction with each other as integral parts of a commercial project, and in order to effectuate the common use and operation thereof, Declarants desire to establish certain covenants, restrictions and agreements, and to grant certain easements, in, to, over, under and across the Parcels, as part of a general plan for the development and operation of the Parcels; and

C. Declarants desires the efficient preservation of the values and amenities in, and the enhancement of the Total Site, and have created and organized Olde Towne Property Owners Association, Inc., a Mississippi nonprofit corporation (the "Association"), and have delegated and assigned certain powers and duties created by and in this Declaration to the Association for the administration and maintenance of the Common Areas and Common Facilities, the administration and enforcement of the provisions of this Declaration, and the determination, collection and disbursement of annual maintenance assessments, special assessments and other charges (collectively "Assessments").

NOW THEREFORE, in consideration of Ten Dollars (\$10.00), cash in hand paid, and the covenants and agreements set forth herein, the Declarants hereby declare that the Total Site and each of the Parcels are and shall be held, transferred, alienated, sold, conveyed, leased, rented, mortgaged, occupied, used and otherwise disposed of subject to the covenants, restrictions, conditions, easements, charges and liens as hereinafter set forth:

ARTICLE I **DEFINITIONS**

1.1 "Articles" means the Articles of Incorporation of the Association, as amended from time to time.

1.2 "Assessment" shall mean the share allocated to a Parcel and thereby the Owner of such Parcel of all Assessments levied by the Association pursuant to the provisions of this Declaration and any and all expenses, costs, charges and other amounts incurred with respect to either such Parcel or the satisfaction, discharge or compliance with any obligations or duties of the Owner of any Parcel as specified in this Declaration.

1.3 "Association" shall mean Olde Towne Property Owners Association, Inc., a Mississippi nonprofit corporation, and its successors and assigns.

1.4 "Bylaws" shall mean the bylaws of the Association, as amended from time to time.

1.5 "Common Expense" shall mean expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations or reserves.

1.6 "Management Agent" means the Person, if any, employed or retained by the Board of Directors for the purpose of conducting and managing the daily operations of the Association.

1.7 "Member" shall mean each Person who holds or has any class of membership in the Association.

1.8 "Mortgage" shall mean shall mean any mortgage, deed of trust or similar encumbrance creating a lien or encumbrance against a Parcel.

1.9 “Mortgagee” shall mean any Person who owns, holds or is the beneficiary of a Mortgage against any Parcel.

1.10 “Owner” shall mean each owner in fee simple of a Parcel and its respective successors and assigns who becomes an owner of fee simple title to a Parcel, or a portion thereof.

1.11 “Parcel” shall mean each of the parcels shown on the Site Plan attached hereto as Exhibit B, and any portion thereof.

1.12 “Permittee” shall mean all Owners and Tenants, and the officers, directors, employees, agents, contractors, customers, vendors, guests, suppliers, visitors, invitees, licensees, subtenants, and concessionaires of such Owners and Tenants, insofar as their activities relate to the lawful and intended use of the Total Site. Among others, any Person engaging in the following activities on the Common Area shall not be considered to a Permittee:

- (i) exhibiting any placard, sign, or notice, except as permitted by an Owner or Tenant on its Parcel, subject to the provisions of this Declaration;
- (ii) distributing any circular, handbill, placard, or booklet;
- (iii) soliciting memberships, contributions or signatures; and
- (iv) parading, picketing or demonstrating.

1.13 “Person” shall mean any individual, partnership, firm, association, corporation, trust, limited liability company or any other form of business or government entity.

1.14 “Recording Office” shall be the Office of the Chancery Clerk of Madison County, Mississippi.

1.15 “Tenant” shall mean any Person from time to time entitled to the use and occupancy of any portion of a building located on a Parcel pursuant to any lease, sublease, license, concession, or other similar agreement with an Owner or Tenant of an Owner.

1.16 “Total Site” shall mean, collectively, the Parcels.

ARTICLE II **EASEMENTS**

2.1 Ingress and Egress; Parking.

(A) Each Declarant hereby reserves, grants, conveys, establishes and declares for the use of all Owners and all Permittees of the Parcels in common with others entitled to use the same, a perpetual non-exclusive easement for the passage and parking of passenger, service and delivery vehicles over and across those portions of the Parcels from time to time used as the driveway areas and parking areas of each of the Parcels as the same may from time to time be

constructed, repaired and maintained for such use, and for the passage and accommodation of pedestrians over and across those portions of the Parcels from time to time used for the driveways and sidewalk areas of each of the Parcels, as shown and designated on the Site Plan as "Existing Parking Lot" and "Proposed Parking Lot," as the same may from time to time be constructed and maintained for such use.

(B) Each Declarant hereby reserves, grants, conveys, establishes and declares for the use of all Owners and all Permittees of the Parcels, in common with others entitled to use the same, a perpetual, non-exclusive easement for the passage of passenger, service and delivery vehicles, and for the passage and accommodation of pedestrians, over and across those portions of the Parcels constituting drive aisles, as shown on the Site Plan (the "Permanent Access Drive"). In no event shall any portion of the Permanent Access Drive, or the improvements located therein, be changed, relocated or altered in any fashion without the prior written consent of all Owners and any Tenant of a Parcel.

(C) The foregoing easement rights shall be subject to the following reservations as well as other provisions contained in this Declaration.

(i) Except for situations specifically provided for in the following subparagraphs, no fence, berm or other barrier which would prevent or obstruct the passage of pedestrian or vehicular travel for the purposes herein permitted shall be erected or permitted within or across the ingress and egress easement areas, including, without limitation, the Permanent Access Drive; provided, however, that the foregoing provision shall not prohibit the installation (so long as the same are located outside the boundaries of the Permanent Access Drive) of convenience facilities (such as mailboxes, public telephones, benches, trash deposit enclosures and containers, and transformers), landscaping, berms or planters, nor limited curbing and other forms of traffic controls.

(ii) In connection with any construction, reconstruction, repair or maintenance on a Parcel, an Owner or any Tenant shall have the right to create a temporary staging and/or storage area on its Parcel so long as (a) reasonable access is available over the Parcel for ingress and egress as provided in this Section 2.1, and (b) any such staging and/or storage area is located outside the Permanent Access Drive.

(iii) An Owner shall have the right at any time, and from time to time, to exclude and restrain any Person who is not a Permittee from using the easements herein granted.

(iv) All construction, alteration and repair work to any access drives, driveways, sidewalks or other improvements described in this Section 2.1 shall be accomplished in an expeditious manner (subject to matters of force majeure), in compliance with all laws, rules, regulations, orders, permits, approvals and licenses of governmental authorities having jurisdiction, and otherwise as provided elsewhere herein. Nothing herein shall prevent any Owner or Tenant from contesting in good faith the application of any laws, rules and regulations to its Parcel, provided (a) such contest is conducted in accordance with applicable law, (b) such proceedings are actively and diligently pursued to their conclusion, (c) such contest does not

impair the easement rights or any other rights of any other Owner or Tenant granted herein, and (d) such contest does not result in the placement of any lien on the title to any Owner's Parcel. The Owner undertaking such construction, alteration and repair work shall take all reasonably necessary measures to minimize any disruption or inconvenience caused by such work to the Owners or any Permittee of the other Parcels and, except in case of emergency, shall give the affected Owners and Tenants prior written notice a minimum of seventy-two (72) hours prior to commencing such work. Each Owner shall, in effecting construction, alteration or repair work upon its Parcel, use reasonable efforts to avoid interfering with the conduct of activities on any other Parcels. All construction, alteration and repair work shall be accomplished in such manner as to minimize any damage or adverse effect to any other Parcel which might be caused by such work.

(v) Any construction, installation, repair, use or maintenance performed on any Parcel shall be performed in a good and workmanlike manner, in accordance with any applicable approved plans and specifications, and in accordance with all applicable governmental requirements, rules, regulations, statutes and ordinances. Once commenced, such work shall be diligently pursued to completion and shall be completed within a reasonable time, subject to delays caused by matters beyond the reasonable control of the parties performing such work. Any repairs or maintenance shall be performed with materials equal in quality to the original. Upon completion of such work, the area affected by such work shall promptly be restored, as nearly as possible, to its condition prior to such work. Any construction, installation, repair, use and maintenance performed on a Parcel shall be performed in such a way so as not to unreasonably interfere with business being conducted on any other Parcel.

2.2 Utilities

(A) Declarants hereby reserve, grant, convey, establish and declare non-exclusive perpetual easements in, to, under, along and across (if beneath the ground) the respective Parcels (but not within any area occupied by buildings), for the installation, operation, flow, passage, use, maintenance, connection, repair, relocation, and removal of underground lines or systems for utilities serving any or all of the other Parcels, including but not limited to, sanitary sewers, storm drains, cable TV, water (fire and domestic), gas, electrical, telephone and communication lines, together with the right of ingress and egress for installation, maintenance and repair thereof. Except for matters arising out of emergency repairs, prior to exercising the rights granted herein, an Owner shall first provide the affected Owner(s) with a written statement describing the need for such easement, shall identify the proposed location of the utility line or facilities, and shall furnish a certificate of insurance showing that it has obtained the minimum insurance coverage required by Section 5.4 hereof. No such lines, sewers, utilities or services for the benefit of one party shall be installed within an area occupied by any buildings. The location of any utility line installation shall be subject to the prior written consent of the Owner of the Parcel over which such line or facility shall be installed, provided that such consent shall not be unreasonably withheld conditioned or delayed.

(B) An Owner shall have the right at any time to relocate a utility line on its Parcel upon thirty (30) days prior written notice to the Owner(s) and Tenant(s) of any other Parcel(s) affected thereby, provided that such relocation:

(i) shall not interfere with or diminish the utility services of the Owner(s) affected thereby;

(ii) shall be performed without cost or expense to such affected Owner(s);

(iii) shall have been approved by the utility company and the appropriate governmental or quasi-governmental agencies having jurisdiction thereover; and

(iv) shall cause the relocated utility line to be located outside of existing building areas, or otherwise approved by the Owner(s) of the Parcel(s) so affected, provided such approval shall not be unreasonably withheld.

(C) All construction, alteration, and repair work to any utility described in this Section 2.2 shall be accomplished in an expeditious manner and in compliance with all laws, rules, regulations, orders, permits, approvals and licenses of governmental authorities having jurisdiction. The Owner undertaking such work shall take all reasonably necessary measures to minimize any disruption or inconvenience caused by such work and, except in the case of an emergency, shall give the affected Owner(s) and Tenant(s) written notice a minimum of seventy-two (72) hours prior to commencing such work. Such work shall be accomplished in such a manner as to minimize any damage or adverse effect which might be caused by such work to the Parcel on which the work is being done. If such work requires excavation within the Permanent Access Drive, the Owner causing such work to be done shall use all reasonable efforts to cause such excavation to commence and be completed during hours when the business places in the Total Site are not open for business to the public and, in any event, shall provide suitable alternative ingress and egress immediately adjacent to said access road if it is not practical to keep at least one lane of said access road open during the work. The Owner undertaking such work shall repair at its own cost and expense any and all damage caused by such work and, upon completion of such work, shall promptly restore the affected portion of the Parcel(s) upon which such work is performed to a condition which is equal to or better than the condition which existed prior to the beginning of such work. In addition, the Owner undertaking such work shall promptly pay all costs and expenses associated therewith and shall indemnify and hold the other Owners harmless from all liens, claims of lien, injuries, damages, losses, or claims, including reasonable attorney's fees actually incurred at trial and appellate levels, attributable to the performance or non-performance of such work.

(D) In connection with any utility lines, facilities and easements contemplated under this Section 2.2, each Owner shall cooperate in the execution of any necessary grants of easements to the relevant utility providers as may be necessary, so long as the same are not inconsistent with the provisions of this Section 2.2.

2.3 Storm Water System and Sanitary Sewer.

(A) Flow of Water. Each Declarant hereby reserves, grants, conveys, establishes and declares a permanent, non-exclusive easement on, over, upon, across, under and

through its Parcel, for the benefit of each other Parcel, as reasonably necessary for surface water run-off and for the construction, installation, use, maintenance and repair of any underground drainage system to receive surface water from a Parcel and conduct such water over the other Parcels as may be necessary. Each Owner of a Parcel shall determine, in its reasonable discretion, the most effective location for drainage purposes for the placement of any and all components of such drainage system to be located on its Parcel, and once any drainage line or lines have been installed on such Parcel, the portion of such Parcel encumbered by such easement granted in this paragraph shall be limited to the area within ten (10) feet on either side of the center line of such drainage line.

(B) Right to Relocate. Each Declarant hereby reserves the right for itself, and any Owner or any Tenant of a Parcel, to relocate any drainage facilities which burden its respective Parcel subject to the provisions regarding relocation set forth in Section 2.2(B) above.

2.4 Trash Dumpster/Compactor. Declarants hereby reserve, grant, convey, establish and declare a non-exclusive perpetual easement in, to and across a portion of the Total Site, as determined by the Association, to be utilized as a dumpster for the benefit of each Lot Owner, as well as any additional space that the Owners may mutually and unanimously designate in the future, for the location, installation and use by the Owners of a commercial trash dumpster/compactor, including the right of ingress and egress by the Owners and their Permittees for depositing refuse in such dumpster/compactor. Refuse shall be limited to that which is in compliance with all applicable laws and ordinances, and shall be limited to a type and amount that is customary for the use of the Parcels permitted hereunder. The rights granted under this Section 2.4 shall also include the right of ingress and egress across the driveways and aisles by any commercial company for the usual and customary maintenance, servicing and hauling of any such trash dumpster/compactor.

2.5 Mail Kiosk. Declarants hereby reserve, grant, convey, establish and declare a non-exclusive perpetual easement in, to and across a portion of the Total Site, as determined by the Association, to be utilized as a mail kiosk for the benefit of each Lot Owner, as well as any additional space that the Owners may mutually and unanimously designate in the future, for the location, installation and use by the Owners of a mail kiosk, including the right of ingress and egress by the Owners and their Permittees for depositing and obtaining mail from the mail kiosk. The rights granted under this Section 2.5 shall also include the right of ingress and egress across the driveways and aisles by the U.S. Postal Service and any recognized mail delivery service for the usual and customary delivery of mail.

2.6 Restriction. No Owner shall grant any easement for the purpose set forth in this Article for the benefit of any property not within the Total Site; provided, however, that the foregoing shall not prohibit the granting or dedicating of utility, sanitary sewer and drainage easements, or fee title for such purposes, by an Owner on its Parcel to governmental or quasi-governmental authorities or to public utilities.

2.7 Parking Restrictions.

(A) The parking area on each Parcel shall contain sufficient ground level parking spaces in order to comply with governing municipal standards.

(B) In no event shall commuter parking be allowed within any portion of the Total Site.

2.8 Subdivision of Parcels. In the event any Parcel is hereafter divided into two (2) or more parcels by separation of ownership, lease, or otherwise, in accordance with all applicable laws, ordinances and regulations, then any resulting parcels shall enjoy and be subject to the benefits and burdens of the easements and all other terms and conditions of this Declaration; provided, however, that if any such Owner shall transfer, convey or ground lease its interest in any portion of a Parcel in such a manner as to create multiple Owners of a Parcel, then such multiple Owners shall designate one of their number to act on behalf of all such Owners in the performance of the provisions of this Declaration. Any such designation shall be in writing, duly executed and acknowledged by all multiple Owners of a Parcel (including the Owner so designated), and recorded with the Recording Office. A copy of such designation shall be sent to each other Owner in the Total Site. In the absence of any such written recorded and mailed designations the Owner of the largest subparcel of any such divided Parcel shall be the responsible Owner. From and after the date the transferring Owner conveys its Parcel, it shall be relieved of all further liability accruing hereunder as to such Parcel. No Owner shall subdivide its Parcel if such subdivision would impair the rights of any other Owner of the Total Site.

2.9 Nature of Easements. For purposes of the easements granted in this Article, the Parcel benefited by each easement constitutes the dominant estate and the Parcel encumbered by each easement constitutes the servient estate. Each easement granted in this Article is appurtenant to and for the benefit of the Parcel owned by the grantee of the easement and shall run with title to each Parcel. No easement may be transferred, assigned or encumbered except as an appurtenance to the benefited Parcel.

ARTICLE III **CONSTRUCTION**

3.1 Construction Activities.

(A) All construction activities performed by an Owner or any Tenant within the Total Site shall be performed in compliance with this Declaration and all laws, rules, regulations, orders, ordinances and permits of or issued by the city, county, state, and federal governments, or any department or agency thereof, affecting improvements constructed within the Total Site.

(B) No construction or other activities of an Owner shall:

(i) unreasonably interfere with the use, occupancy or enjoyment of any part of the remainder of the Total Site by any other Owner or its Permittees; or

(ii) cause any other Owner to be in violation of any law, rule, regulation, order or ordinance applicable to its Parcel of the city, county, state, federal government, or any department or agency thereof.

(C) Each Owner shall defend, indemnify and hold harmless the other Owners and Tenants from all claims, actions, demands, causes of action, losses and proceedings and costs incurred in connection therewith (include reasonable attorneys' fees actually incurred and costs of suit at trial and appellate levels) resulting from any accident, act, omission, cost, expense, injury or loss or damage whatsoever occurring to any Person or to the property of any Person arising out of or resulting from the performance of any construction activities performed or authorized by such indemnifying Owner or by, through or under such Owner.

3.2 Building Improvements.

(A) In no event shall any buildings (including canopies, supports, truck docks and/or receiving docks, truck ramps and other outward extensions, pilasters and overhangs, and footings projecting from any such building) be constructed or maintained on a Parcel within any portion of a Parcel identified on the Site Plan as either "Proposed Parking Lot" or "Existing Parking Lot."

(B) If a portion of any area within which the construction of a building shall be permitted is at one point in time paved or landscaped and used as parking areas or other purposes, such portion may be subsequently used as building area provided that all parking requirements and other provisions of this Declaration for such Parcel are also complied with. Likewise, if such an area is at one point in time occupied by a building, such building may be subsequently razed, and until replaced, the area shall thereafter be paved or landscaped or grassed and seeded and maintained at the sole expense of the Owner thereof.

3.3 Temporary Encroachments. Each Owner agrees that during the construction of improvements by an Owner of a Parcel, certain minor and temporary encroachments on the Parcels may occur due to the use of equipment in connection with construction work, and that these temporary encroachments shall be permitted on the Parcels for only a reasonably limited time and only to the extent reasonably necessary for the construction involved, and in no event shall these temporary encroachments materially interfere with the use of any other Owner's Parcel or block or impair access by such Owner or its Permittees for ingress, egress and parking of motor vehicles and pedestrians.

ARTICLE IV **MAINTENANCE AND REPAIR**

4.1 Utilities.

(A) Each Owner of a Parcel shall repair and maintain in first-class condition all utility and drainage facilities, lines, and systems located on its Parcel (unless the same are dedicated to and accepted by a public or quasi-public utility or authority), except that those

portions of utility and drainage facilities, lines, and systems serving exclusively another Parcel shall be repaired and maintained solely by the Owner of the Parcel exclusively served by the same. A Parcel Owner's failure to maintain and repair or cause to be maintained and repaired any such utility and drainage facilities, lines, and systems, or portions thereof, that are its responsibility hereunder to repair and maintain shall give the other Owner the right (unless such utility facilities are dedicated to and/or otherwise being maintained by a public or quasi-public utility or authority), after giving reasonable prior notice (or in the case of an emergency, with such notice as is reasonable under the circumstances), to make such repairs and charge the Owner responsible pursuant to the provisions hereof.

(B) Any Owner's maintenance and repair of non-dedicated utilities located on another Owner's Parcel shall be performed in a lien-free manner following not less than seventy-two (72) hours notice to any other Owner affected thereby (except in an emergency, the work may be immediately initiated, provided notice is given as soon as reasonably possible) and shall be done after normal business hours whenever reasonably possible without materially increasing the cost or expense and shall otherwise be performed in such a manner as to cause as little disturbance in the use of the Parcels of the other Owners as is practicable under the circumstances.

4.2 Exterior Areas.

(A) The Owner of each Parcel, at its sole cost and expense, shall repair and maintain (subject to the provisions of Article VI below) all portions of its Parcel not constituting a building, in accordance with the following:

(i) maintain, repair, restripe, sealcoat, and resurface all parking areas, driveways and access drives, including but not limited to those portions of the Permanent Access Drive on each Parcel, to keep the same in a smooth and evenly covered condition and periodically sweep, clean and re-stripe the same;

(ii) remove papers, debris and refuse from the drive and parking areas and adequately drain the drive and parking area to the extent necessary to keep the same in a first-class, clean, and orderly condition;

(iii) remove snow and ice from the parking areas, driveways, access drives and sidewalks;

(iv) maintain appropriate directional signs and markers, and replace the same as necessary;

(v) illuminate, or cause to be illuminated, the drive and parking areas, and maintain and replace, or cause to be maintained and replaced, lighting facilities, bulbs and ballasts;

(vi) maintain all landscaped areas, including the replacement of shrubs and other landscaping as necessary, and maintain any automatic sprinkler system serving the landscaped areas;

(vii) clean, sweep, maintain, repair, and remove snow and ice from all sidewalks; and

(viii) store all trash and garbage in adequate, screened containers and provide for regular collection of same and maintain and repair, in a clean, sightly and safe condition, any exterior shipping receiving dock area, any truck ramp or truck parking area, and any refuse, compactor or dumpster area located on its Parcel.

(B) In the event any improvements within the exterior areas of a Parcel are damaged or destroyed by any cause other than normal wear and tear, whether insured or uninsured, during the term of this Declaration, the Owner upon whose Parcel such improvements are located shall with reasonable dispatch, repair or restore such improvements to substantially its previous condition at its sole cost and expense with all due diligence. Notwithstanding the foregoing, in the event such damage or destruction of improvements is caused in whole or in part by another Owner or third Person, the Owner obligated to make such repair or restoration reserves and retains the right to proceed against such other Owner or third person for indemnity, contribution or damages and all other rights at law or in equity.

4.3 Building Improvements.

(A) After completion of construction, each Owner shall maintain and keep the building improvements located on its Parcel in a first-class condition and state of repair (subject to normal wear and tear), in compliance with all governmental laws, rules, regulations, orders, and ordinances exercising jurisdiction thereover, and in compliance with the provisions of this Declaration.

(B) In the event any of the building improvements are damaged by fire or other casualty (whether insured or not), the Owner upon whose Parcel such building improvements are located shall promptly remove the debris resulting from such event and provide a sightly barrier and shall either: (i) commence to and diligently complete repair or restore the building improvements so damaged, or (ii) commence to and diligently complete erection of other building improvements in such location, provided all provisions of this Declaration are complied with; or (iii) demolish the damaged portion or all of such building improvements and have restored the area to an attractive condition.

ARTICLE V **OPERATION AND USE OF THE TOTAL SITE**

5.1 Uses.

(A) No Permittee shall be charged for the right to enter, exercise or use the easement rights granted under the provisions of this Declaration.

(B) No Parcel or any portion thereof shall be permitted to be used or occupied for any of the following purposes: (i) health, exercise or racquet club, gymnasium, bowling alley, skating rink, miniature golf or other sports or recreational facility; (ii) school, library, reading room, or house of worship; (iii) movie theatre, auditorium, meeting hall, hotel or motor inn, day-care facility; (iv) massage parlor, tattoo parlor, adult bookstore, adult entertainment facility, off-track betting, gambling or gaming; (v) tavern or bar, amusement park, carnival, banquet facility, dance hall, disco, nightclub, video game, virtual reality or laser tag room or facility, pool hall, arcade, indoor children's recreational facility or other amusement or entertainment facility; (vi) any manufacturing or warehouse use; (vii) funeral parlor, animal raising or storage (except incidental to a full-line retail pet supply operation), pawn shop, flea market or swap meet, junk yard; (viii) drilling for and/or removal of subsurface substances, dumping, disposal, incineration or reduction of garbage or refuse, other than in enclosed receptacles intended for such purposes; (ix) any facility related to the occult sciences, such as palm readers, astrologers, fortune tellers, tea leaf readers or prophets; (x) frozen food locker or sales facility, milk distribution center; (xi) nursing home, old age center, or governmental facility (other than a post office), recruiting center or employment center; (xii) a restaurant or establishment selling food prepared on premises for consumption either on or off premises; (xiii) a call center or other similar central place where customer and other telephone calls are handled by an organization; (xiv) any retail store (i) with greater than 2,000 square feet of leasable floor area, or (ii) located on the second floor of any building; or (xv) any residential use, except on the second floor of any building.

(C) The restrictions set forth in this Section 5.1 may be enforced by an action at law or in equity, including, without limitation, injunctive relief or any other appropriate relief as may be available.

5.2 Lighting. Each Owner shall illuminate, or cause to be illuminated, the sidewalks, drive and parking areas, including, without limitation, the Permanent Access Drive, located on its Parcel, and maintain or cause to be maintained any lighting facilities utilized for such purposes.

5.3 Permitted Signs. Each Owner shall have the right to install and maintain one or more signs in conformity with applicable law affixed anywhere to the exterior of their respective buildings and shall have the right from time to time to change any such signs. Notwithstanding the foregoing, no Owner or Tenant shall have the right to advertise upon such sign located on another Parcel, and no such signs permitted hereunder shall be utilized for the advertisement of any business not then operating on the Parcel upon which the sign is located.

5.4 Insurance.

(A) The Owner of each Parcel, with respect to its Parcel and at its sole cost and expense, shall maintain or cause to be maintained in full force and effect comprehensive general liability insurance, including personal injury liability insurance and contractual liability insurance with a financially responsible insurance company or companies licensed in the State of Mississippi. Such insurance shall provide for per occurrence coverage limits of not less than Five Hundred Thousand and No/100 Dollars (\$500,000.00), and aggregate coverage limits of not less

than One Million and No/100 Dollars (\$1,000,000.00) for public liability and property damage with umbrella coverage in the full replacement amount of any improvements constructed on a Parcel. Additionally, such insurance shall include the following minimum requirements:

(i) it shall provide that the policy may not be canceled or materially reduced in amount or coverage without at least thirty (30) days' prior written notice by the insurer to the other Owners; and

(ii) it shall include as an additional insured each of the other Owners.

(B) Each Owner shall maintain Special Form property insurance (sometimes referred to as "Special Extended Coverage" and formerly known as "all-risks") property insurance covering all improvements on their respective Parcels against loss or damage resulting from fire and other insurable loss. Such insurance shall be on a 100% replacement cost basis, adjusted at least annually to account for increases in the replacement cost.

(C) The insurance described above may be carried by either the Owner or by any Tenant of a Parcel under: (i) an individual policy; (ii) a blanket policy or policies which includes other liabilities, properties and locations of such Owner or Tenant; or (iii) a combination of any of the foregoing insurance programs. Each Owner agrees to furnish to any Owner requesting the same, a certificate(s) of insurance evidencing that the insurance required to be maintained by such Owner (or Tenant) is in full force and effect.

5.5 Indemnification. Each Owner shall defend, protect, indemnify and hold harmless each other Owner from and against all claims or demands, including any action or proceedings brought thereon, and all costs, losses, expenses and liability of any kind relating thereto, including reasonable attorneys' fees and cost of suit, either (a) arising out of or resulting from the injury to or death of any person, or damage to the property of any person located on the Parcel owned by each indemnifying Owner, or (b) arising out of or resulting from, such Owner's performance, or failure to perform, its duties or obligations under Section 4.2 above; provided, however, in either case, the foregoing obligation shall not apply to claims or demands based on the negligence or willful act or omission of such other Owner or person, its licensees, concessionaires, agents, servants, or employees, or the agents, servants, or employees of any licensee or concessionaire thereof. In the event it is determined that such other Owner or person was not at fault, then the indemnifying Owner shall reimburse such other Owner or person for all reasonable costs and/or expenses incurred by it defending against such claim or demand.

5.6 Taxes and Assessments. Each Owner shall pay, or cause to be paid prior to delinquency, all taxes and assessments with respect to its Parcel, including, without limitation, the buildings and improvements located thereon and any personal property owned or leased by such Owner in the Total Site, provided that if the taxes or assessments or any part thereof may be paid in installments, the Owner may pay each such installment as and when the same becomes due and payable. Nothing contained in this subsection shall prevent any Owner from contesting at its own cost and expense any such taxes and assessments with respect to its Parcel in any manner such Owner elects, so long as such contest is maintained with reasonable diligence and in good faith. The easements granted in this Declaration shall survive the imposition of any tax

lien on the individual Parcels and the Total Site. In order to evidence compliance with the foregoing, any Owner ("Requesting Owner") may, from time to time, not more than twice in any calendar year, request in writing that another Owner ("Taxpayer") furnish written evidence that all real property taxes and installments of assessments and special assessments upon the Taxpayer's Parcel then due have been paid in full. Upon such request, the Taxpayer shall furnish such evidence to the Requesting Owner.

If an Owner ("Defaulting Tax Owner") shall fail to pay any real property taxes or installments of assessments or special assessments ("Taxes") on its Parcel before any penalties and statutory interest accrue, any other Owner ("Non-Defaulting Tax Owner") may pay the Taxes, penalties and statutory interest if such amounts are not paid by the Defaulting Tax Owner within thirty (30) days after written notice from the Non-Defaulting Tax Owner to the Defaulting Tax Owner demanding the payment of such amounts. In such event, the Defaulting Tax Owner shall reimburse the Non-Defaulting Tax Owner upon written demand for all Taxes, penalties, and statutory interest (but not interest in excess of any statutory interest) paid by the Non-Defaulting Tax Owner for the property in the Total Site owned by the Defaulting Tax Owner, plus interest at the Default Rate (as defined in Section 6.1 below). Upon payment of the Taxes by the Non-Defaulting Tax Owner, such Owner shall have a lien on the Defaulting Tax Owner's Parcel which shall have priority based on the date of the recording of a notice thereof in the Recording Office, until such time as the Defaulting Tax Owner pays in full to the Non-Defaulting Tax Owner the amounts provided for above. Such lien may be foreclosed in the same manner as mechanic's and construction liens are foreclosed under the laws of the State of Mississippi.

5.7 Liens. In the event any construction or mechanic's lien is filed against the Parcel of one Owner as a result of services performed or materials furnished in connection with the construction activities on any other Parcel, the Owner of the Parcel upon which services were performed or materials furnished giving rise to the lien agrees that, within fifteen (15) days of the date such Owner becomes aware of such lien or receives written notice of same, whichever is earlier, it will cause such lien to be released and discharged of record, either by paying the indebtedness which gave rise to such lien or by posting bond or other security as shall be required by law to obtain such release and discharge.

5.8 Compliance. Each Owner shall comply, at its own expense, with all laws, permits, ordinances and regulations of public authorities and insurance rating bureaus having jurisdiction (including, without limitation, zoning, plat requirements, any other land use requirements and building codes), private restrictions and insurance impositions (collectively, the "Restrictions") that apply to any portion of the Total Site, including, without limitation, any compliance required by the Americans with Disabilities Act.

5.9 Remedies. If any Owner, Tenant or other Permittee shall violate any of the restrictions set forth in this Article V, then the Owner of the other Parcel (the "Nonviolating Owner/Tenant") shall be entitled to injunctive relief and any other appropriate remedy available at law or in equity or otherwise as such Nonviolating Owner/Tenant may elect. Without limiting the generality of the foregoing, such Nonviolating Owner/Tenant shall be entitled to collect from the violating Person(s) an amount equal to the actual damages incurred by such Nonviolating

Owner/Tenant as a result of a violation of the restrictions set forth in this Article V during any period from the date of any such violation until the same shall be cured. Such damages for violation shall include, without limitation, attorneys' fees, court costs and interest on any amounts advanced by such Nonviolating Owner/Tenant to cure such violation, such interest to be calculated at the Default Rate, as defined in Section 6.1 below. Any remedies conferred upon the Nonviolating Owner/Tenant shall not be exclusive of any other remedy, and each and every remedy shall be cumulative.

ARTICLE VI

THE ASSOCIATION

6.1 Membership and Voting Rights.

(A) Membership. The Members of the Association shall be and consist of every Person who is or who becomes an Owner of record of the fee title to a Parcel and is included in the definition of an Owner pursuant to this Declaration. When more than one Person owns or holds an interest or interests in any such Parcel, then all such Persons shall be jointly considered a single Member.

(B) Action by Members. The Association shall have only one class of voting Members, which shall consist of all Members. Whenever any provision of this Declaration requires a vote of a specified percentage of the voting power of the Members, then such provision shall require a vote by the specified percentage of the combined voting power of all Members. Unless a different vote is specifically required hereunder or in the Bylaws, any vote of the Members or any statement (or similar language) that an action shall be "approved by the Members," shall require the affirmative vote of at least sixty-six percent (66.0%) of the Members.

(C) Members' Voting Rights. Except as otherwise specifically provided in the Articles or the Bylaws, whenever a vote of the Members is required or permitted under this Declaration, the aggregate voting power of all Members shall be equal to the aggregate number of Parcels owned by all Members. Members shall be entitled to cast one vote for each Parcel owned by such Members. When more than one Person owns or otherwise holds an interest or interests in a Parcel, then only one vote shall be cast for such Parcel, to be exercised as such Persons shall jointly determine, but in no event shall more than one vote be cast with respect to any Parcel. The vote for each Parcel may not be divided or fractioned.

(D) Membership Appurtenant to Real Property. The membership of the Members in the Association shall be appurtenant to the ownership of a Parcel. A membership shall not be held, assigned, transferred, pledged, hypothecated, encumbered, conveyed or alienated in any manner except in conjunction with and as an appurtenance to the ownership, assignment, transfer, pledge, hypothecation, encumbrance, conveyance or alienation of the Parcel to which the membership is appurtenant.

(E) Voting Conflict Between Members. If the fee title to a particular Parcel is owned of record by more than one Person, then the one vote appurtenant to such Parcel may be

exercised by any one of such Owners, unless the other Owner(s) who own an interest in such fee title to the Parcel shall object in writing prior to the completion of voting upon the particular matter under consideration. In the event of any such objection, the one vote appurtenant to such Parcel shall not be counted.

(F) Other Voting Provisions. The Articles and/or the Bylaws may contain other provisions relating to voting rights of Members with respect to matters or issues unrelated to this Declaration, including, but not limited to, the election of individuals to the Board of Directors.

6.2 Board of Directors and Officers of the Association; Management Agent.

(A) Board of Directors. The Association and the affairs of the Association shall be managed and controlled by the Board of Directors which shall have all the power, authority and duty necessary or appropriate for such management and control. Until the first meeting of the Members for the purpose of electing Directors, the Board of Directors shall consist of each Member. At such meeting and continuing each year thereafter, the Board of Directors shall consist of the individuals elected as determined by the Bylaws. Directors are not required to be Members and shall be elected by the Members in the manner prescribed in the Bylaws.

(B) Officers. The Association shall have such officers as are prescribed by the Bylaws. The officers shall conduct affairs of the Association and implement the policies and decisions of the Board of Directors.

(C) Management Agent. The Board of Directors may retain or employ a Management Agent at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall direct and authorize.

6.3 Assessments.

(A) Covenants For Assessments. Each Owner by acceptance of a deed or other conveyance document for a Parcel, whether or not expressed in any such deed or other conveyance document shall be deemed to covenant and agree to pay to the Association any maintenance Assessment or special Assessments which shall be levied by the Association. Each such Assessment shall be a charge on the land, and shall be a continuing lien upon each Parcel and the personal obligation of the Person who is the Owner of such Parcel at the time the Assessment became due. No Member may become exempt from or otherwise avoid liability for the payment of any Assessment by the abandonment of any Parcel or by the abandonment or release of the Member's rights to use, benefit and enjoy the easements provided herein. The Association, acting by and through its Board of Directors, shall have the right to levy all Assessments described in this Section.

(B) Maintenance Assessments. Any maintenance Assessments levied by the Association shall be used (i) to promote the health, safety and welfare of the Owners of the Total Site, including the improvement, maintenance, care, repair of the parking lots and landscaping of

the Total Site; and (ii) to pay the cost of labor, the purchase or rental of equipment and materials used or required for, and the management, care and supervision of the easements provided herein. The purposes for which the maintenance Assessments may be levied include, but are not limited to, the following purposes:

(i) The amount of all operating expenses of or for the easement areas and the services furnished or provided to or in connection therewith, including charges for any services furnished, provided or contracted by the Association.

(ii) The costs of appropriate or necessary management and administration of the easement areas and the services furnished or provided to or in connection therewith, including fees or other compensation paid to a Management Agent and other professionals.

(iii) The costs of necessary insurance with respect to the easement areas and the services furnished or provided to or in connection therewith and the Association's other assets and affairs as the Board of Directors considers appropriate.

(iv) The costs of garbage and trash collection to the extent provided by the Association, and of utilities and other services which may be provided by or for the Association for or to the easement areas.

(v) The costs to maintain, replace, repair and landscape the parking and other easement areas, including but not limited to, drainage structures, lighting, parking areas, sidewalks and other paved pedestrian areas including ramps and structures for the handicapped, fences, paving, trees and landscaping, signage, sprinklers, utility lines, utility facilities and expenses, the cost of such other equipment or expenses as the Board of Directors shall determine to be necessary or appropriate in connection with such maintenance, replacement, repair and landscaping or enhancement of the Total Site.

(vi) The costs to fund all reserves established by the Association, including any appropriate general operating reserve and/or reserve for replacement of assets or improvements.

(C) Annual Maintenance Assessment. Prior to the first day of January in each year, the Board of Directors shall adopt a budget estimated by the Board of Directors to be sufficient to meet the cost and expenses described in this Section and shall fix and levy the Annual Maintenance Assessment at an amount sufficient to meet the budget adopted by the Board of Directors.

(D) Special Assessments. In addition to the maintenance Assessments authorized in this Section, the Association, acting by and through its Board of Directors, may levy special Assessments against Lots for reimbursement of repairs, corrections or other actions performed by the Association pursuant to this Declaration or the Bylaws together with interest and other reasonable charges thereon resulting from the following circumstances:

(i) Insurance Proceeds Insufficient. If the proceeds of insurance obtained by an Owner are not sufficient to reconstruct any building and other improvements located on its Parcel or otherwise effect any repair or restoration of any damage or destruction to all or any portion of their Parcel, then the Owner(s) of the Parcel(s) on which improvements have been damaged may be assessed as a special Assessment the costs of such repair or restoration. Said special Assessment shall be made by written notification from the Board of Directors to the Owner of the Parcel against whom made and shall be payable in full to the Association, as Trustee, within sixty (60) days following such notice or as otherwise may be specified in said notice.

(ii) Owners Failure to Maintain Improvements. If any Owner fails to maintain or repair the exterior of the improvements constructed on their P or their lawn or landscaping in accordance with this Declaration, and the Board of Directors causes such maintenance or repair to be performed in accordance with the provisions of this Declaration, all costs and expenses incurred in connection with such work, maintenance or repairs shall be immediately assessed and charged solely to and against such Parcel as a special Assessment. Said special Assessment shall be made by written notification by the Board of Directors to the Owner of such Parcel and shall be payable in full to the Association, as Trustee, within ten (10) days following such notice.

(iii) Owners' Actions. The Association may levy a special Assessment against any Parcel and the Owner(s) of any Parcel(s) for reimbursement (i) of or for repairs occasioned by the willful or negligent acts of the Owner(s) of such Parcel(s) or their invitees or agents, or (ii) of or for any and all costs, expenses and expenditures made or incurred by the Association with respect to any such Parcel, including work or activities performed on such Parcel, including, but not limited to the discharge or satisfaction of any obligation or duty imposed on such Owners under this Declaration.

(E) Building, Dwelling and Lawn Maintenance. Generally, this Declaration does not contemplate that the Association shall have any responsibility for the maintenance or repair of any building, its appurtenances or any other structure or improvement.

(F) Assessments Are Not Dues. No portion of the annual maintenance Assessments and special Assessments provided in or permitted by this Section are intended to be, or shall be construed to be, dues for membership in the Association.

(G) Costs and Expenses of Certain Maintenance or Damage. Whether or not specifically provided in this Declaration, if the Board of Directors determine that any Owner has failed or refused to properly satisfy or discharge any maintenance, repair, care, upkeep, replacement or any other obligations or duties for which the Owner is responsible under this Declaration, then, if deemed to be necessary or appropriate by the Board of Directors, the Association may provide such maintenance, repair, care, upkeep or replacement or satisfy or discharge any such other obligations or duties, which shall be at the Owner's sole cost and expense. Such costs and expenses shall be increased by all amounts described herein. All such amounts shall be considered to be a special Assessment under this Section against the Parcel, and the Owners of such Parcel shall be personally responsible and liable for the payment of all such

amounts immediately upon notice from the Association, and all such amounts shall become a lien against such Parcel which shall be enforceable by the Association.

(H) Meetings to Approve Assessments. If the consent or approval of the Members is required for any action under this Section, then the Board of Directors shall call a meeting of the Members pursuant to the Bylaws for the purpose of considering the consent or approval for such action. All Assessments requiring the consent or approval of the Members must be approved by a vote of two-thirds (2/3) of the combined voting power of the Members.

(I) Uniform Rate for Assessments. Except for special Assessments, all Assessments shall be levied at a uniform rate for each Parcel, based upon a proration of Parcels located in the Total Site.

(J) Commencement of Annual Maintenance Assessment. The annual Assessment provided for herein shall commence as to all Parcels on the adoption of an initial annual budget by the Board of Directors. The first annual Assessment shall be prorated according to the number of months remaining in the calendar year. Payment of such Assessments will be made in advance in monthly, quarterly, semi-annually or annual installments with the due dates being established by the Board of Directors.

6.4 Enforcement of Assessments.

(A) Lien of Assessments. Each Assessment with respect to or against a Parcel, plus such additional amounts as are specified herein, shall be (i) a charge on the land, (ii) a continuing lien upon and against the Parcel, (iii) binding upon such Parcel, and (iv) the continuing joint and several personal obligation and liability of each Person who was an Owner of such Parcel when any portion of the Assessment became due and payable, their heirs, devisees, personal representatives, successors and assigns, which shall not be extinguished or diminished by any transfer or conveyance of any Parcel.

The personal obligation of each Owner to pay all Assessments levied against their Parcel shall continue for the full statutory period permitted by law, and a suit to recover a monetary judgment for the non-payment of all or any portion of any Assessment, including any installment, may be commenced and maintained by the Association without the foreclosure or waiver of any lien created under this Declaration to secure the payment of the Assessment. Any judgment may include all amounts specified herein. The Association may commence and maintain an action at law or in equity against any Member personally obligated or liable to pay any Assessment and/or may foreclose the lien against any Lot in the manner now or hereafter provided in the State of Mississippi for foreclosure of Mortgages and other liens on real property containing a power of sale provision. Any such foreclosure by the Association shall be subject to the substantive and procedural requirements prescribed by the laws of the State of Mississippi applicable to the foreclosure of mortgages and other liens on real property containing the power of sale provision.

The Association shall have the right to reject partial payments of an Assessment and to demand the full payment of such Assessment. The lien for unpaid Assessments shall be

unaffected by any sale or other transfer or conveyance of the Parcel subject to the Assessments, and the lien shall continue in full force and effect. No Member may waive or otherwise avoid or escape personal liability for payment of any Assessment by abandonment of their Parcel or by abandonment or release of the Member's rights to the use, benefit and enjoyment any of the rights or appurtenances set forth herein.

(B) Assessment Certificate. Upon seven business days' notice, the Board of Directors shall furnish a certificate signed by an Association officer or director to any Member liable for the payment of any Assessment or to any other Person having legitimate interest in the payment of such Assessment stating whether or not the Assessment has been paid. The certificate shall be conclusive evidence of the payment of any Assessment stated to have been paid in the certificate. The Board of Directors may require the payment of a reasonable charge for the issuance of a certificate.

(C) Amount of Lien. Upon the default by any Owner of any Parcel in the payment of any installment of an Assessment, the entire unpaid balance of all Assessments against the Parcel and the Owners of the Parcel shall immediately be and become due and payable, unless the Board of Directors shall otherwise direct. In addition to the amount of the unpaid annual maintenance Assessments and special Assessments, the following amount shall be considered to be special Assessments against the Parcel and the Owners of such Parcel and shall be subject to the lien of Assessments provided for herein:

(i) All reasonable costs and expenses of collection incurred or paid by the Association, including attorneys' fees, court costs and other costs and expenses relating to the collection or enforcement of the lien of Assessments.

(ii) Such late payment charges or fees as shall be established by the Board of Directors from time to time.

(iii) Such Association overhead charges as shall be established by the Board of Directors from time to time to reimburse or compensate the Association for overhead or indirect costs and expenses incurred to collect unpaid Assessments or to perform or satisfy any obligation or duty imposed upon such Owners under this Declaration.

(iv) Interest on or with respect to all amounts specified in this Section, including the unpaid balance of all Assessments, and such interest shall accrue from the due date until the payment of each such amount until paid in full at the maximum rate of interest permitted by law in the State of Mississippi on loans to the Owners from Persons similar to the Association.

(D) Priority of Lien. The lien to secure payment of an Assessment against a Parcel shall have preference over any other liens, assessments, judgments or charges of whatever nature, except (i) general and special assessments for ad valorem property taxes on or against such Lot, (ii) the lien of any Mortgage on such Parcel made in good faith and for value received and duly recorded prior to the Assessment creating the lien against the Parcel, or duly recorded

after receipt of a certificate stating that payment of the Assessment was current as of the date the Mortgage was filed for record.

(E) Subordination to Mortgages. As provided herein, the lien against any Parcel to secure payment of any Assessment shall be subordinate to the lien of any duly recorded prior Mortgage on or against the Parcel made in good faith and for value received and duly recorded prior to the Assessment, and shall not affect the rights of the holder of any Mortgage. However, the lien shall be subordinate only to Assessments which have become due and payable prior to the sale or other transfer of or conveyance of the Parcel pursuant to a foreclosure of any such Mortgage, or prior to the execution of any deed, assignment or other proceeding or arrangement in lieu of foreclosure. Any such holder of a Mortgage who acquires possession of such Parcel pursuant to a foreclosure or pursuant to the execution of any deed, assignment or other proceeding or arrangement in lieu of foreclosure, and any purchaser or assignee at a foreclosure sale or any transferee under any deed, assignment or other proceeding or arrangement in lieu of foreclosure, shall acquire the Parcel free of any claims for unpaid Assessments levied against the Parcel which accrued prior to the time such holder acquires possession of the Parcel, or prior to foreclosure sale or prior to the execution of any deed, assignment or other proceeding or arrangement in lieu of foreclosure, except for claims for a proportionate share of such unpaid Assessments resulting from a reallocation of such unpaid Assessments among the various Parcels. However, such foreclosure, deed, assignment or other proceeding or arrangement in lieu of foreclosure shall not relieve the holder of the Mortgage in possession or the purchaser or assignee at foreclosure or the transferee under any deed, assignment or other proceeding or arrangement in lieu of foreclosure, from any liability for payment of any Assessments thereafter becoming due, or from the lien created to secure the payment of such Assessments, and the lien for the payment of such Assessments thereafter becoming due and payable shall have the same effect and shall be enforced in the same manner as provided herein.

No amendment to this Section shall adversely affect the rights of the holder of any Mortgage on any Parcel filed for record prior to the amendment being filed for record of the holder or any indebtedness secured by such Mortgage, unless such holders execute, approve or consent to the amendment.

6.5 Association's Insurance. The Association shall apply for, obtain, pay the costs or premiums of and maintain insurance in such limits and forms and from such companies as the Board of Directors shall consider appropriate.

ARTICLE VII

MISCELLANEOUS

7.1 Default.

(A) If any Owner fails to comply with any provision herein ("Defaulting Owner"), then any other Owner ("Non-Defaulting Owner") may, upon thirty (30) days prior written notice to the Defaulting Owner (with a copy to such Owner's Mortgagee if the provisions of Section 7.2 hereof have been met), proceed to cure the default (and shall have a license to do

so) by the payment of money or performance of some other action for the account of the Defaulting Owner. The foregoing right to cure shall not be exercised if, within the thirty (30) day notice period: (i) the Defaulting Owner or its Mortgagee cures the default, or (ii) if the default is curable by other than payment of money, but cannot reasonably be cured within that time period, the Defaulting Owner or its Mortgagee begins to cure such default within such time period and diligently pursues such action to completion. In the event of such an emergency, the Non-Defaulting Owner shall give whatever notice to the Defaulting Owner as is reasonable under the circumstances.

(B) Within thirty (30) days of written demand (including providing copies of invoices reflecting costs) the Defaulting Owner shall reimburse the Non-Defaulting Owner for any sums reasonably expended by the Non-Defaulting Owner to cure the default, together with interest thereon at the "Default Rate" set forth below.

(C) The Default Rate shall be three percent (3%) per annum in excess of the "Prime Rate" from time to time publicly announced by the Wall Street Journal.

(D) Any such unpaid claim for reimbursement by the Non-Defaulting Owner shall be secured by a lien on the Defaulting Owner's Parcel and improvements thereon owned by Defaulting Owner, which lien shall be effective upon the recording of a notice thereof in the Recording Office. In the event the amount secured by a lien recorded pursuant hereto is not paid in full within thirty (30) days after the recordation of said lien, Non-Defaulting Owner may enforce payment of the lien against the Defaulting Owner's Parcel by foreclosing the lien against the Defaulting Owner's Parcel in accordance with the then prevailing Mississippi law (and any such foreclosure shall not prejudice or waive its right to exercise any other remedies provided for under this Declaration or as may be otherwise provided for at law or in equity).

7.2 Notices. All notices, demands, statements, and requests ("Notice") required or permitted to be given under this Declaration must be in writing, addressed to the intended party, and shall be deemed to have been properly given or served as of the date the same are (i) delivered by United States mail, prepaid, by registered or certified mail, return receipt requested, or delivery is refused, or (ii) delivered to a private express package courier, prepaid, or (iii) provided via electronic mail, with confirmation of delivery, or (iv) delivered by hand delivery, with proof of confirmation of delivery.

The refusal of an Owner to accept certified or registered mail or of a private courier package delivery service shall be deemed delivery on the date of such refusal.

Upon receipt of a written Notice complying with the provisions of this Section 7.2 from a Mortgagee having an interest in one of the Parcels within the Total Site, the Owners agree that from and after such date a copy of any Notice given will be sent to such Mortgagee. Such Notice from a Mortgagee must clearly state the Parcel in which said Mortgagee has an interest.

7.3 Binding Effect. The terms of this Declaration: (i) are made for the direct, mutual and reciprocal benefit of each Parcel; (ii) shall constitute and be enforceable as mutual equitable servitudes on each Parcel in favor of the other Parcel; (iii) shall constitute covenants running

with the land within the Total Site; and (iv) shall be binding upon any Person acquiring any fee, leasehold or other interest in the Total Site or any part thereof. The terms of the Declaration shall inure solely to the benefit of, and shall be binding upon any Owner or Tenant of a Parcel, provided that the respective Owners or Tenant from time to time of a Parcel shall be liable in money damages and subject to the action for specific performance only for breaches of the undertakings contained in this Declaration occurring during their respective periods of ownership or lease of each Parcel; provided further that with respect only to breaches of undertakings hereunder which occurred during the ownership of any predecessor-in-title, any successor-in-title to a Parcel shall be subject only to an action for specific performance. Upon an Owner's conveyance of its entire interest in a Parcel, such Owner shall be relieved of all further obligations, duties and liabilities under this Declaration. Notwithstanding anything to the contrary contained in this Declaration, the enforcement of any right or remedy under this Declaration, or the enforcement of, or execution upon, a judgment or other judicial process for matters arising out this Declaration, shall be limited to the interest of the Owner against whom enforcement is sought in the Owner's Parcel. This Declaration is not intended to supersede, modify, amend, or otherwise change the provisions of any prior instrument affecting the land burdened hereby.

7.4 Mortgage Subordination. Any Mortgage affecting any portion of the Total Site shall at all times be subject to the easements and restrictive covenants contained in this Declaration, and any party foreclosing any such Mortgage, or acquiring title by deed in lieu of foreclosure or trustee's sale shall acquire title subject to the easements and restrictive covenants contained in this Declaration. Each party hereto represents and warrants to the other parties that there is no presently existing Mortgage lien on its Parcel, other than Mortgage liens that are expressly subject to the easements and restrictive covenants contained in this Declaration.

7.5 Singular and Plural. Whenever required by the context of this Declaration, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa.

7.6 Negation of Partnership. None of the terms or provisions of this Declaration shall be deemed to create a partnership between or among the Owners in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each Owner shall be considered a separate owner, and no Owner shall have the right to act as an agent for another Owner, unless expressly authorized to do so herein or by separate written instrument signed by the Owner to be charged.

7.7 Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Total Site or of any Parcel or portion thereof to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no right, privileges or immunities of any Owner hereto shall inure to the benefit of any third-party Person, nor shall any third-party Person be deemed to be a beneficiary of any of the provisions contained herein.

7.8 Severability. Invalidation of any of the provisions contained in this Declaration, or of the application thereof to any Person by judgment or court order shall in no way affect any

of the other provisions hereof or the application thereof to any other Person and the same shall remain in full force and effect.

7.9 Amendments. This Declaration may be amended by, and only by, a written agreement signed by all of the then current Owners of each Parcel, and shall be effective only when recorded in the Recording Office.

7.10 Captions and Capitalized Terms. The captions preceding the text of each article and section are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of the Declaration. Capitalized terms are also selected only for convenience of reference and do not necessarily make any connection to the meaning that might otherwise be attached to such term in a context outside of this Declaration.

7.11 Minimization of Damages. In all situations arising out of this Declaration, all Owners shall use reasonable efforts to attempt to avoid and minimize the damages resulting from the conduct of any other Owner. Each Owner hereto shall take all reasonable measures to effectuate the provisions of this Declaration.

7.12 Declaration Shall Continue Notwithstanding Breach. It is expressly agreed that no breach of this Declaration shall: (i) entitle any Owner to cancel, rescind, or otherwise terminate this Declaration; or (ii) default or render invalid the lien of any Mortgage made in good faith and for value as to any part of the Total Site. However, such limitation shall not affect in any manner any other rights or remedies which an Owner may have hereunder by reason of any such breach.

7.13 Time. Time is of the essence of this Declaration.

7.14 Non-Waiver. The failure of any Owner to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that Owner may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

7.15 Perpetual Easement. Those easements designated as being perpetual or as continuing beyond the term of this Declaration shall continue indefinitely but can be extinguished only by a written termination agreement signed by all the Owners of each Parcel and recorded in the Recording Office.

7.16 Estoppels. An Owner (the "Requesting Owner") may (but not more than one (1) time in any twelve (12) month period, unless related to a sale, lease or refinancing of a Parcel by the Requesting Owner) request of any other Owner (the "Issuing Owner") a writing (the "Estoppel Letter") setting forth whether, to the actual knowledge of the Issuing Owner, the Requesting Owner is in compliance with its obligations under this Declaration or, if not, describing such non-compliance. Should the Issuing Owner fail to respond in writing to the Requesting Owner within a period of thirty (30) days after receipt of the request for the Estoppel Letter, the Issuing Owner shall be deemed to have confirmed the Requesting Owner's compliance with the terms of this Declaration.

7.17 Counterparts. This Declaration may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Declaration.

ARTICLE VIII

TERM

This Declaration shall be effective as of the date first above written and shall continue in full force and effect until 11:59 p.m. on the date which is seventy-five (75) years after the date of this Declaration; provided, however, that the easements referred to in Article II hereof which are specified as being “perpetual” or as “continuing beyond the term of this Declaration” shall continue in force and effect as provided therein. Upon termination of this Declaration, all rights and privileges derived from and all duties and obligations created and imposed by the provisions of the Declaration, except as relates to the easements mentioned above, shall terminate and have no further force or effect; provided, however, that the termination of this Declaration shall not limit or affect any remedy at law or in equity that an Owner may have against any other Owner with respect to any liability or obligation arising or to be performed under this Declaration prior to the date of such termination.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned Declarant has caused this Declaration to be executed as of the day and year set forth below, to be effective as of the day and year first above written.

DECLARANT:

Patrick Rowland Builders, LLC,
a Mississippi limited liability company

By: _____

Name: Patrick Rowland

Title: Managing Member

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the 28 day of March, 2018, within my jurisdiction, the within named Patrick Rowland, who acknowledged that he is the Managing Member of Patrick Rowland Builders, LLC, a Mississippi limited liability company, and that for and on behalf of said limited liability company, and as its act and deed, he executed and delivered the above and foregoing instrument, after having first been duly authorized by said limited liability company so to do.

Notary Public _____



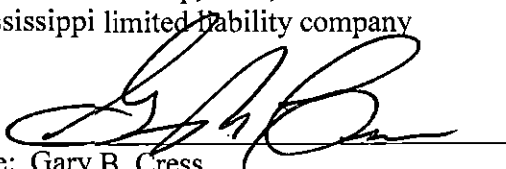
My Commission Expires: _____

[SEAL]

IN WITNESS WHEREOF, the undersigned Declarant has caused this Declaration to be executed as of the day and year set forth below, to be effective as of the day and year first above written.

DECLARANT:

Jackson Street Group, LLC,
a Mississippi limited liability company

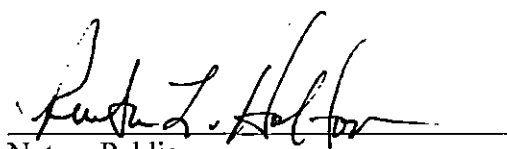
By: 

Name: Gary B. Cress

Title: Manager

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the 23rd day of March, 2018, within my jurisdiction, the within named Gary B. Cress, who acknowledged that he is a Manager of Jackson Street Group, LLC, a Mississippi limited liability company, and that for and on behalf of said limited liability company, and as its act and deed, he executed and delivered the above and foregoing instrument, after having first been duly authorized by said limited liability company so to do.


Notary Public

My Commission Expires:



[SEAL]

Signature Page

Declaration of Easements and Restrictive Covenants

IN WITNESS WHEREOF, the undersigned Declarant has caused this Declaration to be executed as of the day and year set forth below, to be effective as of the day and year first above written.

DECLARANT:

Glenn DeHart
Glenn Dehart

Judith DeHart
Judith Dehart

STATE OF MISSISSIPPI

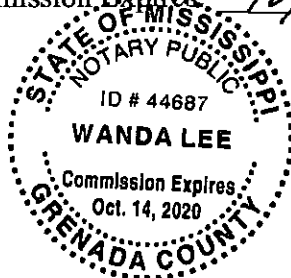
COUNTY OF Grenada

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the 22 day of March, 2018, within my jurisdiction, the within named Glenn Dehart and Judith Dehart, who acknowledged that they executed and delivered the above and foregoing instrument.

Wanda Lee
Notary Public

My Commission Expires: 10/14/2020

[SEAL]



IN WITNESS WHEREOF, the undersigned Declarant has caused this Declaration to be executed as of the day and year set forth below, to be effective as of the day and year first above written.

DECLARANT:

KTBWP Real Estate Holdings, LLC,
a Mississippi limited liability company—

By: 

Name: Maury Breazeale

Title: Member / Owner

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the 23rd day of March, 2018, within my jurisdiction, the within named Maury Breazeale, who acknowledged that he is a Member / Owner of KTBWP Real Estate Holdings, LLC, a Mississippi limited liability company, and that for and on behalf of said limited liability company, and as its act and deed, he executed and delivered the above and foregoing instrument, after having first been duly authorized by said limited liability company so to do.


Notary Public

My Commission Expires: Oct. 25, 2020

[SEAL]



**Consent and Subordination of Lien Holder
[Jackson Street Group, LLC]**

BankPlus, a Mississippi bank, the beneficiary of that certain Mortgages dated 9/19/2014 7/19/2017, recorded in Book 3128 3501, at Page 940 721 in the Office of the Chancery Clerk of Madison County, Mississippi, hereby approves and consents to this Declaration of Easements and Restrictive Covenants, and does further acknowledge and agree that the lien of the aforementioned Mortgages shall be subject and subordinate in all respects to this Declaration of Easements and Restrictive Covenants as provided therein.

LIEN HOLDER:

BankPlus,
a Mississippi bank

By: *Jamie S. Chutz*
Name: Jamie S. Chutz
Title: SVP

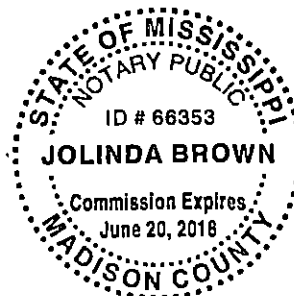
STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the 22 day of March, 2018, within my jurisdiction, the within named Jamie S Chutz, who acknowledged that he/she is a SVP of BankPlus, a Mississippi bank, and that for and on behalf of said bank, and as its act and deed, he executed and delivered the above and foregoing instrument, after having first been duly authorized by said bank so to do.

Jolinda Brown
Notary Public

My Commission Expires: June 20, 2018

[SEAL]



**Consent and Subordination of Lien Holder
[KTBWP Real Estate Holdings, LLC]**

Trustmark National Bank, the beneficiary of that certain Mortgage dated June 23, 2017, recorded in Book 3492, at Page 726 in the Office of the Chancery Clerk of Madison County, Mississippi, hereby approves and consents to this Declaration of Easements and Restrictive Covenants, and does further acknowledge and agree that the lien of the aforementioned Mortgage shall be subject and subordinate in all respects to this Declaration of Easements and Restrictive Covenants as provided therein.

LIEN HOLDER:

Trustmark National Bank,
a national banking association

By: Sam Walker
Name: Sam Walker
Title: First Vice President

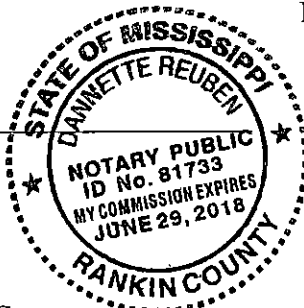
STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the 28 day of March, 2018, within my jurisdiction, the within named Sam Walker, who acknowledged that he/she is a First Vice President of Trustmark National Bank, a national banking association, and that for and on behalf of said bank, and as its act and deed, he/she executed and delivered the above and foregoing instrument, after having first been duly authorized by said bank so to do.

Dannette Reuben
Notary Public

My Commission Expires: _____

[SEAL]



Signature Page – Lien Holder Consent
Declaration of Easements and Restrictive Covenants

Consent and Subordination of Lien Holder
[Patrick Rowland Builders, LLC]

Southern Bancorp Bank, the beneficiary of that certain Mortgage dated 9/11/2017
1/25/2018,
 recorded in Book 3523, at Page 40 in the Office of the Chancery Clerk of
 Madison County, Mississippi, as amended and modified hereby approves and consents to this
 Declaration of Easements and Restrictive Covenants, and does further acknowledge and agree
 that the lien of the aforementioned Mortgage shall be subject and subordinate in all respects to
 this Declaration of Easements and Restrictive Covenants as provided therein.

LIEN HOLDER:

Southern Bancorp Bank

By: Rhonda J. Newell
 Name: Rhonda J. Newell
 Title: City President

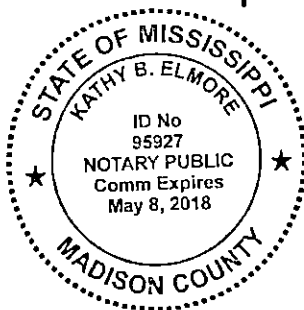
STATE OF MISSISSIPPI
 COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned authority in and for the said county
 and state, on this the 29th day of March, 2018, within my jurisdiction, the within named
Rhonda J. Newell, who acknowledged that ~~he~~ she is a
City President of Southern Bancorp Bank, and that for and on behalf of said
 bank, and as its act and deed, she executed and delivered the above and foregoing instrument,
 after having first been duly authorized by said bank so to do.

Kathy B. Elmore
 Notary Public

My Commission Expires: 5/8/18

[SEAL]



Signature Page – Lien Holder Consent
 Declaration of Easements and Restrictive Covenants

EXHIBIT A**LEGAL DESCRIPTION**

Part of Lot 11 and Lots 12-22, Block 41, Town of Ridgeland, and South 10 feet of the Alleyway adjacent to Part of Lot 11 and Lots 12-22, Block 41, Town of Ridgeland, Madison County, Mississippi, being more particularly described as follows:

Building 1

A tract or parcel of land containing **0.14 acres**, more or less, lying and being situated in the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 19, Township 7 North, Range 2 East, City of Ridgeland, Madison County, Mississippi and also being a portion of Lot 11 and Lot 12 and a portion of Lot 13, Block 41, Town of Ridgeland as recorded in Plat Cabinet A, Slide 1 in the Office of the Chancery Clerk of Madison County and the South 10 feet of an alley being North of an adjacent to the aforesaid lots, and being more particularly described by metes and bounds as follows:

Commencing at a set $\frac{1}{2}$ inch iron pin marking the Northeast corner of Lot 22, Block 41, Town of Ridgeland; run thence

North 00 degrees 32 minutes 41 Seconds East along the West right of way of North Central Avenue for a distance of 10.00 feet to a set $\frac{1}{2}$ inch iron pin marking the intersection of said West right of way of North Central Avenue with the center of said alley; thence

South 89 degrees 56 minutes 30 seconds West along said center of an alley for a distance of 251.59 feet to a set $\frac{1}{2}$ inch iron pin marking the **Point of Beginning** of herein described property; thence

South 00 degrees 03 minutes 52 seconds East for a distance of 189.86 feet to a set $\frac{1}{2}$ inch iron pin marking the North right of way of Jackson Street; thence

North 89 degrees 40 minutes West along said North right of way of Jackson Street for a distance of 32.08 feet to a set $\frac{1}{2}$ inch iron pin marking the Southeast corner of the K&P Real Estate, LLC property as recorded in Deed Book 2843, Pages 159-162 in the Office of the Chancery Clerk of Madison County; thence

North 00 degrees 07 minutes 48 seconds West along the East line of said K&P Real Estate, LLC property for a distance of 56.94 feet to a set $\frac{1}{2}$ inch iron pin; thence

North 00 degrees 05 minutes 46 seconds West along said East line of the K&P Real Estate, LLC property for a distance of 132.70 feet to a set $\frac{1}{2}$ inch iron pin marking the South line of Maple Place Condominiums as recorded in Plat Cabinet E, Slides 143B & 144A in the Office of the Chancery Clerk of Madison County and said center of an alley; thence

North 89 degrees 56 minutes 30 seconds East along said South line of Maple Place Condominiums and said center of an alley for a distance of 32.22 feet the **Point of Beginning**.

Building 2

A tract or parcel of land containing **0.14 acres**, more or less, lying and being situated in the Southeast ¼ of the Southwest ¼ of Section 19, Township 7 North, Range 2 East, City of Ridgeland, Madison County, Mississippi and also being Lot 13 and a portion of Lot 14, Block 41, Town of Ridgeland as recorded in Plat Cabinet A, Slide 1 in the Office of the Chancery Clerk of Madison County and the South 10 feet of an alley being North of an adjacent to the aforesaid lots, and being more particularly described by metes and bounds as follows:

Commencing at a set ½ inch iron pin marking the Northeast corner of Lot 22, Block 41, Town of Ridgeland; run thence

North 00 degrees 32 minutes 41 Seconds East along the West right of way of North Central Avenue for a distance of 10.00 feet to a set ½ inch iron pin marking the intersection of said West right of way of North Central Avenue with the center of said alley; thence

South 89 degrees 56 minutes 30 seconds West along said center of an alley for a distance of 219.59 feet to a set ½ inch iron pin marking the **Point of Beginning** of herein described property; thence

South 00 degrees 03 minutes 52 seconds East for a distance of 190.08 feet to a set ½ inch iron pin marking the North right of way of Jackson Street; thence

North 89 degrees 40 minutes West along said North right of way of Jackson Street for a distance of 32.00 feet to a set ½ inch iron pin; thence

North 00 degrees 03 minutes 52 seconds West for a distance of 189.86 feet to a set ½ inch iron pin marking said center of an alley; thence

North 89 degrees 56 minutes 30 seconds East along said center of an alley for a distance of 32.00 feet the **Point of Beginning**.

Building 3

A tract or parcel of land containing **0.14 acres**, more or less, lying and being situated in the Southeast ¼ of the Southwest ¼ of Section 19, Township 7 North, Range 2 East, City of Ridgeland, Madison County, Mississippi and also being a portion of Lots 14 and 15, Block 41, Town of Ridgeland as recorded in Plat Cabinet A, Slide 1 in the Office of the Chancery Clerk of Madison County and the South 10 feet of an alley being North of an adjacent to the aforesaid lots, and being more particularly described by metes and bounds as follows:

Commencing at a set ½ inch iron pin marking the Northeast corner of Lot 22, Block 41, Town of Ridgeland; run thence

North 00 degrees 32 minutes 41 Seconds East along the West right of way of North Central Avenue for a distance of 10.00 feet to a set ½ inch iron pin marking the intersection of said West right of way of North Central Avenue with the center of said alley; thence

South 89 degrees 56 minutes 30 seconds West along said center of an alley for a distance of 187.66 feet to a set ½ inch iron pin marking the **Point of Beginning** of herein described property; thence

South 00 degrees 01 minutes 13 seconds East for a distance of 190.30 feet to a set ½ inch iron pin marking the North right of way of Jackson Street; thence

North 89 degrees 40 minutes West along said North right of way of Jackson Street for a distance of 31.79 feet to a set ½ inch iron pin; thence

North 00 degrees 03 minutes 52 seconds West for a distance of 190.08 feet to a set ½ inch iron pin marking said center of an alley; thence

North 89 degrees 56 minutes 30 seconds East along said center of an alley for a distance of 31.94 feet the **Point of Beginning**.

Building 4

A tract or parcel of land containing **0.14 acres**, more or less, lying and being situated in the Southeast ¼ of the Southwest ¼ of Section 19, Township 7 North, Range 2 East, City of Ridgeland, Madison County, Mississippi and also being a portion of Lot 15 and Lot 16, Block 41, Town of Ridgeland as recorded in Plat Cabinet A, Slide 1 in the Office of the Chancery Clerk of Madison County and the South 10 feet of an alley being North of an adjacent to the aforesaid lots, and being more particularly described by metes and bounds as follows:

Commencing at a set ½ inch iron pin marking the Northeast corner of Lot 22, Block 41, Town of Ridgeland; run thence

North 00 degrees 32 minutes 41 Seconds East along the West right of way of North Central Avenue for a distance of 10.00 feet to a set ½ inch iron pin marking the intersection of said West right of way of North Central Avenue with the center of said alley; thence

South 89 degrees 56 minutes 30 seconds West along said center of an alley for a distance of 155.66 feet to a set ½ inch iron pin marking the **Point of Beginning** of herein described property; thence

South 00 degrees 01 minutes 13 seconds East for a distance of 190.52 feet to a set ½ inch iron pin marking the North right of way of Jackson Street; thence

North 89 degrees 40 minutes West along said North right of way of Jackson Street for a distance of 32.00 feet to a set ½ inch iron pin; thence

North 00 degrees 01 minutes 13 seconds West for a distance of 190.30 feet to a set ½ inch iron pin marking said center of an alley; thence

North 89 degrees 56 minutes 30 seconds East along said center of an alley for a distance of 32.00 feet the **Point of Beginning**.

Buildings 5 & 6

A tract or parcel of land containing **0.28 acres**, more or less, lying and being situated in the Southeast ¼ of the Southwest ¼ of Section 19, Township 7 North, Range 2 East, City of Ridgeland, Madison County, Mississippi and also being a portion of Lot 16, Lots 17 & 18 and a portion of Lot 19, Block 41, Town of Ridgeland as recorded in Plat Cabinet A, Slide 1 in the Office of the Chancery Clerk of Madison County and the South 10 feet of an alley being North of an adjacent to the aforesaid lots, and being more particularly described by metes and bounds as follows:

Commencing at a set ½ inch iron pin marking the Northeast corner of Lot 22, Block 41, Town of Ridgeland; run thence

North 00 degrees 32 minutes 41 Seconds East along the West right of way of North Central Avenue for a distance of 10.00 feet to a set ½ inch iron pin marking the intersection of said West right of way of North Central Avenue with the center of said alley; thence

South 89 degrees 56 minutes 30 seconds West along said center of an alley for a distance of 90.91 feet to a set ½ inch iron pin marking the **Point of Beginning** of herein described property; thence

South 00 degrees 03 minutes 12 seconds East for a distance of 190.96 feet to a set ½ inch iron pin marking the North right of way of Jackson Street; thence

North 89 degrees 40 minutes West along said North right of way of Jackson Street for a distance of 64.86 feet to a set ½ inch iron pin; thence

North 00 degrees 01 minutes 13 seconds West for a distance of 190.52 feet to a set ½ inch iron pin marking said center of an alley; thence

North 89 degrees 56 minutes 30 seconds East along said center of an alley for a distance of 64.74 feet the **Point of Beginning**.

Building 7

A tract or parcel of land containing **0.14 acres**, more or less, lying and being situated in the Southeast ¼ of the Southwest ¼ of Section 19, Township 7 North, Range 2 East, City of Ridgeland, Madison County, Mississippi and (also being a portion of Lot 19 and Lot 20, Block

41, Town of Ridgeland as recorded in Plat Cabinet A, Slide 1 in the Office of the Chancery Clerk of Madison County) and being more particularly described by metes and bounds as follows:

Commencing at a set ½ inch iron pin marking the Northeast corner of Lot 22, Block 41, Town of Ridgeland; run thence

North 00 degrees 32 minutes 41 Seconds East along the West right of way of North Central Avenue for a distance of 10.00 feet to a set ½ inch iron pin marking the intersection of said West right of way of North central Avenue with the center of an alley; thence

South 89 degrees 56 minutes 30 seconds West along center of an alley for a distance of 58.46 feet to a found ½ inch iron pin marking the Northwest corner of the Jackson Street Group, LLC property as recorded in Deed Book 3128, Pages 935-939 in the Office of the Chancery Clerk of Rankin County and the **Point of Beginning** of herein described property; thence

South along the West line of said Jackson Street Group, LLC property for a distance of 191.18 feet to a set ½ inch iron pin marking the Southwest corner of said Jackson Street Group, LLC property and the North right of way of Jackson Street; thence

North 89 degrees 40 minutes West along said North right of way of Jackson Street for a distance of 32.28 feet to a set ½ inch iron pin; thence

North 00 degrees 03 minutes 12 seconds West for a distance of 190.96 feet to a set ½ inch iron pin marking said center of an alley; thence

North 89 degrees 56 minutes 30 seconds East along said center of an alley for a distance of 32.46 feet to the **Point of Beginning**.

Building 8

Tract 1:

A tract or parcel of land containing **0.24 acres**, more or less, lying and being situated in the Southeast ¼ of the Southwest ¼ of Section 19, Township 7 North, Range 2 East, City of Ridgeland, Madison County, Mississippi and (also being in Part of Lot 21 and Lot 22, Block 41, Town of Ridgeland as recorded in Plat Cabinet A, Slide 1 in the Office of the Chancery Clerk of Madison County) and being more particularly described by metes and bounds as follows:

Beginning at a set ½ inch iron pin marking the Northeast corner of said Lot 22, Block 41, Town of Ridgeland; run thence

South 00 degrees 32 minutes 41 seconds West along the East line of said Lot 22, Block 41, Town of Ridgeland and the West right of way of North Central Avenue for a distance of 181.58 feet to a set ½ inch iron pin marking the intersection of said East line of Lot 22, Block 41, Town of Ridgeland and said West right of way of North Central Avenue with the North right of way of Jackson Street; thence

North 89 degrees 40 minutes West along said North right of way of Jackson Street for a distance of 56.64 feet to a set ½ inch iron pin; thence

North for a distance of 181.18 feet to a set ½ inch iron pin marking the North line of said Lot 21, Block 41, Town of Ridgeland and also the South line of a twenty (20') foot alleyway; thence

North 89 degrees 56 minutes 30 seconds East along said North line of Lot 21, Block 41, Town of Ridgeland and said South line of a twenty (20') foot alleyway for a distance of 58.36 feet to the **Point of Beginning**.

AND

Tract 2:

A tract or parcel of land containing **0.05 acres**, more or less, lying and being situated in the Southeast ¼ of the Southwest ¼ of Section 19, Township 7 North, Range 2 East, City of Ridgeland, Madison County, Mississippi and (also being in Block 41, Town of Ridgeland as recorded in Plat Cabinet A, Slide 1 in the Office of the Chancery Clerk of Madison County) and being more particularly described by metes and bounds as follows:

Beginning at a set ½ inch iron pin marking the Northeast corner of said Lot 22, Block 41, Town of Ridgeland also being the Northeast corner of the Patrick Rowland Builders, LLC property as recorded in Deed Book 3092, Pages 464-466 in the Office of the Chancery Clerk of Madison County; run thence

South 89 degrees 56 minutes 30 seconds West along said North line of the Patrick Rowland Builders, LLC property for a distance of 218.73 feet to a set ½ inch iron pin marking the East line of the Rowland property as recorded in Deed Book 2751, Pages 46-48 in the Office of the Chancery Clerk of Madison County; thence

North 00 degrees 01 minutes 04 seconds West along said East line of the Rowland property for a distance of 10.00 feet to a set ½ inch iron pin marking the Northeast corner of said Rowland property; thence

North 89 degrees 56 minutes 30 seconds East along the South line of the Anderson & Fortenberry property as recorded in Deed Book 1844, Pages 838-839 and the South line of the Percy Campbell Life Estate property as recorded in Deed Book 1905, Pages 59-60 in the Office of the Chancery Clerk of Madison County for a distance of 218.82 feet to a set ½ inch iron pin marking the intersection of said South line of the Percy Campbell Life Estate property with the East line of said Block 41, Town of Ridgeland and the West right of way of North Central Avenue; thence

South 00 degrees 32 minutes 41 seconds West along said East line of Block 41, Town of Ridgeland and said West right of way of North Central Avenue for a distance of 10.00 feet to the **Point of Beginning**.

LESS AND EXCEPT:

A tract or parcel of land containing **0.04 acres**, more or less, lying and being situated in the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 19, Township 7 North, Range 2 East, City of Ridgeland, Madison County, Mississippi and being more particularly described by metes and bounds as follows:

Commencing at a set $\frac{1}{2}$ inch iron pin marking the Northeast corner of Lot 22, Block 41, Town of Ridgeland as recorded in Plat Cabinet A, Slide 1 and also being the Northeast corner of the Jackson Street Group, LLC (Tract 1) property as recorded in Deed Book 3128, Pages 935-939 in the Office of the Chancery Clerk of Madison County; run thence

South 89 degrees 56 minutes 30 seconds West along the North line of said Jackson Street Group, LLC (Tract 1) property for a distance of 58.36 feet to a set $\frac{1}{2}$ inch iron pin marking the Northwest corner of said Jackson Street Group, LLC property and the **Point of Beginning** of the herein described property; thence

South 89 degrees 56 minutes 30 seconds West for a distance of 160.37 feet to a set $\frac{1}{2}$ inch iron pin; thence

North 00 degrees 01 minutes 04 seconds West for a distance of 10.00 feet to a set $\frac{1}{2}$ inch iron pin marking the centerline of a 20 foot alleyway; thence

North 89 degrees 56 minutes 30 seconds East along said centerline of a 20 foot alleyway for a distance of 160.37 feet to a set $\frac{1}{2}$ inch iron pin; thence

South for a distance of 10.00 feet to the **Point of Beginning**.

EXHIBIT B

SITE PLAN

[See Attached]

Alan Hart

From: Nick Newcomb <nick@stomax.com>
Sent: Wednesday, April 18, 2018 1:21 PM
To: Alan Hart
Cc: wsmith@watkinseager.com
Subject: RE: Ridgeland Self Storage

Hi Alan,

We would indeed like to withdraw our petition for conditional use at this time.

We look forward to working with the City of Ridgeland on future matters.

Thanks,
Nick

Nick Newcomb

Storage Park Development Inc.
40 Northtown Drive, Jackson, MS 39211
O: 601-977-0733 C:601-573-2504

Website: www.stomax.com

Email: nick@stomax.com

The Company That Cares!



From: Alan Hart <Alan.Hart@ridgelandms.org>
Sent: Monday, April 16, 2018 2:57 PM
To: Nick Newcomb <nick@stomax.com>
Cc: 'wsmith@watkinseager.com' <wsmith@watkinseager.com>
Subject: RE: Ridgeland Self Storage

Nick,

I don't have Bob's email address, so I wanted to check in with you. Based on the city's decision to amend the Zoning Ordinance by removing Climate Controlled Storage Centers from C-3, will you confirm or have Bob confirm if he would like to withdraw his Petition? Otherwise, the Board will have to technically consider the matter at the May 15, 2018 Mayor and Board of Aldermen meeting since the item was tabled at the March 6, 2018 meeting for the May 15 meeting.

Alan Hart, PLA, ASLA

Director of Community Development

P.O. Box 217 • Ridgeland, MS 39158
304 Highway 51 • Ridgeland, MS 39157
PH: (601) 856-3877 ext. 2033 • FAX: (601) 853-2030

alan.hart@ridgelandms.org

www.ridgelandms.org

From: Nick Newcomb [<mailto:nick@stomax.com>]

Sent: Tuesday, February 13, 2018 10:22 AM

To: Alan Hart <Alan.Hart@ridgelandms.org>; Matt Dodd <Matt.Dodd@Ridgelandms.org>

Subject: Ridgeland Self Storage

Alan and Matt,

I hope this information helps you in your study of self storage in your market. Please let me know if there is any other industry data that you may be looking for. All data below listed in net rentable square feet. Data was obtained by mapping buildings via ArcGis.

Action Self Storage	356 US-51	27,311 NRSF
Extra Space Storage	426 Christine Dr	56,349 NRSF
Purple Creek Mini Storage	300 US-51	54,562 NRSF
LifeStorage(Formerly Uncle Bobs)	130 Center Street	96,514 NRSF
Dry Creek Mini Storage	NE Madison Drive	52,339 NRSF
Ridgeland Mini Storage	120 W Ridgeland Ave	11,750 NRSF
StowAway	Lake Harbor	110,384 NRSF
220 Self Storage	6500 Cole Rd	39,347 NRSF

Next, is the list of stores with climate controlled storage, and their respective square footages.

Extra Space Storage	426 Christine Dr	56,349 NRSF
LifeStorage	130 Center Street	34,148 NRSF
StowAway	Lake Harbor	76,132 NRSF
Purple Creek Mini Storage	Hwy 51	7,312 NRSF

Best Regards,

Nick

Nick Newcomb

Storage Park Development Inc.

40 Northtown Drive, Jackson, MS 39211

O: 601-977-0733 C:601-573-2504

Website: www.stomax.com

Email: nick@stomax.com

The Company That Cares!





police department

April 24, 2018

TO: Mayor & Board of Aldermen

FROM: John R. Neal, Chief of Police



SUBJECT: Agreement for Construction Management Services – White Construction

Please review for approval the attached agreement between the City of Ridgeland and Charles N. White Construction Company. This agreement is for management services in the construction of the wellness fitness center for the Ridgeland Police Department.

Your consideration and approval will be greatly appreciated.

Attachments (1)

115 west school street • ridgeland, ms 39157
ph: 601.856.2121 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • John R. Neal - chief of police
board of aldermen: D.I. Smith, cmo - at-large • Ken Heard, cmo - ward 1 • Chuck Gautier, cmo - ward 2
Kevin Holder, cmo, mayor pro tempore - ward 3 • Brian P. Ramsey, cmo - ward 4 • Bill Lee - ward 5 • Wesley Hamlin, cmo - ward 6

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

This Agreement for Construction Management Services is entered into this the _____ day of _____, 2018 by and between **City of Ridgeland MS (hereafter "Owner")** and **Charles N. White Construction Company (hereafter "White")**, a Mississippi corporation in good standing, maintaining a principal place of business at 613 Crescent Circle, Suite 100, Highland Colony Parkway, Ridgeland, Mississippi 39157, with respect to Construction Management Services for the development and construction management of the **City of Ridgeland, Office of Police Headquarters Wellness Center (hereafter "Project")**.

Owner and White agree as follows:

ARTICLE 1: SCOPE OF UNDERTAKING

1.1 White shall provide construction management services and consultation to the Owner in the construction of the Project.

1.2 White will cooperate with the Owner's design professionals to pursue development of the Project and produce an acceptable Project for the Owner.

1.3 White's responsibilities shall be divided into the following phases:

Phase I	Pre-Construction Phase
Phase II	Construction Phase

White's responsibilities for each phase are described in more detail in Article 2.

1.4 White and the Owner accept the relationship of mutual trust and confidence established by this Agreement, and each covenants with the other to utilize its best skill, effort, judgment, and cooperation in discharging the respective responsibilities in furthering the interests of the Project.

ARTICLE 2: WHITE'S BASIC SERVICES

White shall perform the Basic Services described in this Article.

2.1 Pre-Construction Phase

2.1.1 The Owner shall contract with an Architect/Engineer as best suited for the requirements of the Project and for coordinating with White the design and administration of the overall Project. The Owner shall pay the Architect/Engineer for its services as required by said contract with the Architect/Engineer. The Owner will consult with White regarding the terms and

conditions to be included in the Owner's contract with any given Architect/Engineer.

2.1.4 White shall consult with the Owner concerning completion of drawings and specifications for the Project by the Architect/Engineer. The completed drawings and specifications shall be submitted to the Owner for the Owner's review and approval as applicable.

2.1.5 White shall consult with the Owner regarding Construction Documents as prepared by the Architect/Engineer and make recommendations as White deems appropriate. Such Construction Documents shall be submitted to the Owner for the Owner's review and approval as applicable.

2.1.6 White shall provide recommendations and information to the Owner regarding the assignment of responsibility for temporary Project facilities and equipment, materials, and services for common use by the Contractors as applicable.

2.1.7 White shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors as applicable.

2.1.8 The Owner agrees that bids will not be requested unless arrangements have been made for funding construction of the Project which equals or exceeds the Construction Budget. The Construction Budget for the overall Project and all updates to the same shall be prepared by the Owner for White's review and comment.

2.2 Construction Phase

2.2.3 White will assist the Architect/Engineer with issuing bid documents to bidders and assist with pre-bid conferences with prospective bidders as may be appropriate. White shall assist the Architect/Engineer with responding to questions from bidders and issuance of addenda as necessary.

2.2.4 White shall review separate packages for bidding submission to Contractors for each Project. These packages will include instructions to bidders, form of contract terms and requirements, general and supplementary conditions, bid form and alternates (if any), and plans and specifications applicable to the individual scope of work ("Contract Documents"). White shall also review a construction schedule to be submitted by each bidder for each portion of the Project. Bidding packages and documents shall be submitted to the Owner for the Owner's review and approval.

2.2.6 The Owner shall solicit bids for construction of each portion of the Project and award contracts in accordance with the applicable laws of the State of Mississippi and the City of Ridgeland.

2.2.7 White shall assist the Owner in the evaluation of bids. White shall review bids, prepare bid analyses and make recommendations to the Owner for the Owner's award of contracts or for the Owner's rejection of bids. The Owner shall award each principal portion of the work to the Contractor selected in consultation with White. The Owner shall submit the proposed terms and conditions for contracts with Contractors to White for its review and approval. White and the Owner shall be entitled to reject all bids for construction of any portion of the Project at their discretion and re-advertise as they determine necessary, within the guidelines of the State of Mississippi and the City of Ridgeland.

2.2.8 White shall make recommendations to and assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for any portion of the Project.

2.2.9 White shall verify that the Owner, or Contractor, has paid applicable fees and assessments for applicable portions of the Project. White shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over applicable portions of the Project.

2.2.10 White shall exercise general oversight over the Project. White shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractors and with those of White, Owner, and the Architect/Engineer, all in accordance with the Contract Documents.

2.2.11 White shall be the Owner's point of contact for the separate Contractors on each portion of the Project, and White shall facilitate communication among all contracting parties and shall seek expedited decisions for the furtherance of job progress.

2.2.13 Consistent with various Contracts, White shall coordinate assignment of space in areas where Contractors are performing Work.

2.2.14 White shall endeavor to obtain satisfactory performance from each of the Contractors. However, White shall not be responsible for each Contractor's work. White shall recommend courses of action to the Owner when requirements of the Contracts are not being fulfilled.

2.2.15 White shall control the location, access, use and organization of areas of the site by individual Contractors for lay-down, storage, and facilities.

2.2.16 White shall develop and implement procedures for the review and processing of applications by Contractors for progress and final payments. Based on White's observations and evaluations of each Contractor's Application for Payment, White shall review the amounts due the respective Contractors by the Owner. White shall review, with the Architect/Engineer, applications and/or invoices submitted by Contractors and Suppliers for individual portions of the Project, and White shall recommend approval or disapproval to the Owner for all or part of such applications and invoices. In performing this task, White shall not conduct inspections but instead may rely on the warranties, representations or certifications of the applicable Architect/Engineer and Contractor.

2.2.17 The issuance of a Certificate of Payment by the Architect/Engineer shall not be a representation that White has ascertained how or for what purpose Contractors have used money paid on account of previous Applications for Payment. Instead, White shall be entitled to rely upon the Contractor's representations as to use of money and payment to subcontractors and suppliers.

2.2.18 White shall periodically advise the Owner as regards the status of the projects progress according to the Contractors Construction Schedule.

2.2.19 White in conjunction with the Architect/Engineer shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents, endeavoring to protect the Owner against defects or deficiencies in the Work. As appropriate, White shall have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. In consultation with the Owner and Architect/Engineer, White may reject the Work which does not conform under the requirements of the Contract Documents. White shall be entitled to rely upon the Contractor's warranties and representations on each portion of the Project as well as the representations and inspections of the Architect/Engineer for each portion of the Project. White shall not be responsible for performing independent inspections on each portion of the Project. White shall not be responsible for defects or deficiencies in the Work of Contractors for each portion of the Project.

2.2.20 Notwithstanding anything allegedly to the contrary herein, White and the Owner shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, or sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractors' separate

responsibility under their respective Contracts. Each Contractor shall be responsible for its failure to carry out the Work in accordance with the Contract Documents. White and the Owner shall not have control over or charge of acts or omissions of the Contractors, subcontractors, or their agents or employees or any other persons performing portions of the Work.

2.2.21 White shall review the Contractor's request for interpretations of the meaning and intent of the Drawings and Specifications and, through the Architect/Engineer, resolve questions and communicate responses.

2.2.22 White shall review the safety programs developed by each of the Contractors for purposes of coordinating the safety programs proposed by the other Contractors. White's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, subcontractors, agents or employees of either of them, or any other persons performing portions of the Work.

2.2.23 White shall review, evaluate and document claims and responses thereto. If any claims are submitted to the Owner for adjustments in contract amount or in contract time, White shall analyze the merits of such claims and make recommendations to the Owner regarding any action to be taken on such claims.

2.2.24 White shall review requests for changes, assist in negotiating Contractor's price proposals, submit recommendations to the Owner, and if they are accepted, assist the Architect/Engineer in preparing Change Orders and Construction Change Directives which incorporate the Owner's modifications to the Documents as approved in writing by the Owner.

2.2.25 White shall review certificates of insurance, payment bonds and performance bonds received from Contractors, ensure compliance for bonds by the Contractors with their respective Contracts, and if the certificates and bonds are acceptable, forward them to the Owner after the Architect/Engineer has approved the documents.

2.2.26 White shall ensure that Contractors shall maintain at the site of each portion of the Project one record copy of all Contracts, Drawings, Specifications, addenda, Change Orders, and other modifications, all marked currently to record actual construction and approved Shop Drawings and other submittals.

2.2.27 White shall not engage in the performance of any construction work, except as may be necessary on an emergency basis to protect against injury to person or property.

2.2.28 With the Owner's maintenance personnel, White shall observe the Contractor's final testing and start-up of utilities, operational systems and equipment as applicable.

2.2.29 When White considers each Contractor's Work or designated portion thereof substantially complete, White, in consultation with the Architect/Engineer, shall, jointly with the Contractor, prepare a list of incomplete or unsatisfactory items and a schedule for completion. White, in consultation with the Architect/Engineer, shall conduct inspections to determine whether the Work or designated portion thereof is substantially complete.

2.2.30 White shall coordinate the correction and completion of the Work. Following the issuance of a Certificate of Substantial Completion of the Work or of a designated portion thereof, White in conjunction with the Architect/Engineer, shall evaluate the completion of the Work of the Contractors and make recommendations to the Owner when the Work is ready for final inspection. White will coordinate final inspections with the assistance of the Architect/Engineer and Owner.

2.2.31 White shall coordinate the transmittal of warranties and similar submittals required by the Contract Documents for delivery to the Owner and shall coordinate the delivery of all keys, manuals, record drawings and similar items to the Owner.

2.2.32 Duties, responsibilities, and limitations of authority of White as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner and White.

2.2.33 Notwithstanding anything to the contrary herein, White shall not engage in the practice of Architect/Engineering or engineering or any other discipline which is required to be performed by licensed professionals.

ARTICLE 3: OWNER'S RESPONSIBILITIES

3.1 In addition to other requirements set forth elsewhere in this Agreement, the Owner shall discharge responsibilities enumerated in this Article.

3.2 The Owner shall provide full information in a timely manner regarding the requirements of each portion of the Project, including a program which sets forth the Owner's objectives, constraints and criteria, space requirements and relationships,

flexibility and expandability requirements, special equipment and systems, and site requirements.

3.3 The Owner, upon written request from White, shall furnish evidence of financing for each portion of the Project prior to the start of the construction and from time to time thereafter as White may request. The Owner shall also provide evidence of financing or payment for services to be provided under this Construction Management Agreement. Furnishing of such evidence shall be a condition precedent to commencement or continuation of the Work.

3.4 The Owner shall establish and update an Overall Project Budget which shall include each portion of the Project based on consultation with White. The Overall Project Budget shall also include contingencies for unforeseen costs, changes in the Work and other matters which are the responsibility of the Owner.

3.5 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. This representative shall have the authority to make decisions on behalf of the Owner concerning estimates and schedules, construction budgets, and changes in the Work.

3.6 The Owner shall determine and advise White of any special legal requirements relating specifically to each portion of the Project which differs from those generally applicable to construction in the jurisdiction of each portion of the Project. The Owner shall furnish such legal services as are necessary to provide such information and services.

3.7 The Owner shall provide surveys of each portion of the Project site, in consultation with White, describing physical characteristics, legal limitations, utility locations, written legal descriptions, and other information as may be required by White for development and construction of each portion of the Project.

3.8 In consultation with White, the Owner shall furnish such tests, inspections, and reports of professionals or other consultants as may be necessary or recommended as regards geotechnical characteristics of the site, environmental hazards, and other matters affecting each portion of the Project.

3.9 If the Owner observes or otherwise becomes aware of any fault or defect in any portion of the Project, or nonconformance with any of the respective contracts regarding each portion of the Project, or of any other matter which the Owner questions or which causes the Owner concern, the Owner shall promptly give written notice of same to White.

3.10 The Owner shall enter into separate contracts with Contractors as recommended and approved by White. The scope of Work and responsibilities of the

Contractors shall be consistent with the terms and intent of this Agreement and shall be subject to review and approval by White.

3.11 The Owner shall furnish all legal, accounting, insurance, financial, and engineering services as recommended by White or as may be otherwise necessary to advise the Owner on matters beyond the scope of engagement of White, the Architect/Engineer or the Contractors in order to complete each portion of the Project.

3.12 The Owner shall furnish the required or recommended information and services and shall render approvals or make decisions as expeditiously as necessary for the orderly progress of each portion of the Project and for the efficient performance by White, Architect/Engineer, and Contractors of their respective contractual responsibilities.

ARTICLE 4: EXTENT OF THE OWNER'S AND WHITE'S RESPONSIBILITY

4.1 The Owner shall look solely to the Contractors for the proper performance of their respective scopes of work regarding each portion of the Project. These respective contracts themselves will provide the Owner's redress and exclusive remedy for failures in performance by such contracting parties. The Owner shall be solely responsible for paying the Contractors for performance of their respective scopes of work.

4.2 The Owner and White hereby acknowledge and agree that the Owner and White are, consistent with Section 2.2.36 of this Agreement, relying on the Architect/Engineer to properly design each portion of the Project and that the Owner and White shall not be responsible for acts or omissions of the Architect/Engineer. The Owner and White further acknowledge and agree that they will look solely to the Architect/Engineer to recover damages for any defect in the plans, specifications or design for each portion of the Project. The Owner and White hereby agree to cooperate and assist each other in pursuing any claim against the Architect/Engineer for defects in the plans, specifications or design for each portion of the Project. The Owner acknowledges that White will not be responsible for the acts or omissions of the Architect/Engineer.

4.3 White's recommendations concerning terms of contracts, financing alternatives, or other similar matters shall be subject to review and approval of the Owner and the Owner's attorneys or other counselors engaged by the Owner. It is not White's responsibility to render legal advice or other services beyond the express terms of this Agreement. White's consultation on such matters shall be limited to providing the Owner with examples of documents or with concepts which are customary in the industry or which have been used successfully in similar projects. The Owner shall bear the responsibility to determine whether such documents or arrangements are appropriate for each portion of the Project.

4.4 Evaluations of the Owner's Project Budget, preliminary estimates of construction cost, and construction schedules represent White's best judgment as an entity familiar with the construction industry. It is recognized, however, that neither White nor the Owner has control over the cost of labor, materials or equipment, other Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, White cannot and does not warrant or represent that bids or negotiated prices will not vary from the Project Budget, established or approved by the Owner, or that performance time will not vary from the Overall Project Development Schedule. White shall not be responsible for any cost overruns or increases or for any delays in performance at individual properties or the Project as a whole.

ARTICLE 5: COST OF CONSTRUCTION AND CONTINGENCY

5.1 The "Cost of Construction" for each portion of the Project and the overall shall be determined by Purchase Orders issued or Contracts awarded by the Owner, in consultation with White, as provided in Section 2.2, together with any and all change orders issued pursuant to said Purchase Orders or Contracts.

ARTICLE 6: BASIS OF COMPENSATION

6.1 The Owner shall pay White for the Basic Services set forth in Article 2 of this Agreement compensation as follows:

6.1.1 For the Pre-Construction Phase Construction Management Services, ~~the Owner shall pay White actual hours of work performed on the Project for Pre-Construction Labor.~~ **No charge for labor or reimbursable expenditures related to this contract by White and is making this contribution in good faith to the City of Ridgeland and its Police Department as an in-kind donation of services.** ~~In addition, the Owner shall pay White the actual cost for reimbursable expenditures. Reimbursables consist primarily of contract document printing and distribution costs.~~

~~The Owner shall make payment to White in accordance with its regular docket process based upon the submission of a Payment Application by White for Pre-Construction Phase Construction Management Services to the Owner. Payment will be based on actual hours of work performed on the Project.~~

6.1.2 For the Construction Phase, the Owner shall pay White **0.00%** of approved pay applications for its corporate overhead and fee. Payment will be based upon a percentage of completion of the Work for each portion of the Project. General Conditions cost of not to exceed **\$0.00** per month based on a construction schedule

subject to adjustment based on final schedule. General Conditions cost shall be defined as any and all costs or expenses incurred by White in performing the services required by this Agreement including labor.

~~The Owner shall make payment to White in accordance with its regular docket process based upon the submission of a Payment Application by White for Construction Phase Construction Management Services to the Owner.~~

6.2 The parties agree that the provision of any funds for services shall be conditioned and contingent upon the State of Mississippi and the City of Ridgeland's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review, the acquisition of property required for the project and the execution of a Grant Agreement Amendment which will provide construction funding and define the authorized scope of the project.

ARTICLE 7: INTENTIONALLY OMITTED

ARTICLE 8: TERMINATION, SUSPENSION OR ABANDONMENT

8.1 Termination by the Owner for Cause

8.1.1 The Owner may terminate the Contract if White:

8.1.1.1 Persistently or repeatedly refuses or fails to perform its obligations under this Agreement;

8.1.1.2 Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or

8.1.1.3 Otherwise is guilty of substantial breach of this Agreement.

8.1.2 When any of the above reasons exist, the Owner, upon certification that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving White seven days' written notice, terminate employment of White. In the event of such termination, the Owner shall have no further rights or claims against White. White, however, shall have the right to challenge the propriety of the termination.

8.2 Suspension by the Owner for Convenience

8.2.1 The Owner may, without cause, order White in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

8.2.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption. Adjustment of the Contract Sum shall include profit.

8.3 Termination by the Owner for Convenience

8.3.1 The Owner may, at any time, terminate White for the Owner's convenience and without cause.

8.3.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, White shall:

8.3.2.1 Cease operations as directed by the Owner in the notice;

8.3.2.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

8.4 Deleted in its entirety

8.5 The Owner and White acknowledge that White's successful delivery of construction management services as described in this Agreement requires the Owner's cooperation in accepting White's recommendations, subject to the Owner's reasonable and meritorious objections, as regards professionals and Contractors to be engaged in the design, budgeting, financing, scheduling, construction, and other essential features of each portion of the Project. If the Owner does not accept White's recommendations such that White does not believe, in good faith, that the Project can be completed as envisioned by the Owner within budgetary or other constraints imposed by the Owner, the Owner shall adjust such budgetary or other constraints as mutually agreed to by White and the Owner.

ARTICLE 9: MISCELLANEOUS PROVISIONS

9.2 This Agreement shall be governed by the laws of the State of Mississippi and the City of Ridgeland including but not limited to all federal and state laws, rules and regulations pertaining to equal employment opportunity. The rights and obligations set forth herein are to be construed and interpreted according to said laws, regardless of whether they are expressly set forth herein. Should any provision herein be found to be legally unenforceable, it will not affect the legality or enforceability of the remainder

of this contract, so long as the basic intent and object of this Contract is not undermined by the elimination of the objectionable provision(s).

9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for each portion of the Project for acts or failures to act occurring after Substantial Completion.

9.4 The Owner and White waive all rights of subrogation against each other and any Contractors the Owner may contract with to perform Work on each portion of the Project as well as any employees of any of them, for damages, but only to the extent covered by insurance. The Owner and White each shall require similar waivers from each Contractor or any other persons or entities awarded separate contracts with respect to any portion of the Project.

9.5 The Owner and White, respectively, bind themselves, their partners, and successors in interest, assigns and legal representatives to the other party to this Agreement and to the partners, successors in interest, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor White shall assign this Agreement or delegate any obligations hereunder without the prior written consent of the other.

9.6 This Agreement represents the entire and integrated agreement between the Owner and White and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and White.

9.7 The parties agree that it is not intended that by any of the provisions of this agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to this agreement to maintain suit for wrongful death, bodily and/or personal injury to person, damage to property, and or any claim whatsoever pursuant to the provisions of this agreement.

9.8 Unless otherwise provided in this Agreement, White shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at any portion of the Project, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

9.9 The Construction Manager and Owner Waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

9.9.1 Damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

9.9.2 Damages incurred by the Construction Manager for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Paragraph 8.3.

ARTICLE 10: INSURANCE -- WHITE'S LIABILITY INSURANCE

10.1. White shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which each portion of the Project is located such insurance as will protect White from claims set forth below which may arise out of or result from White's operations under this Agreement and for which White may be legally liable.

10.2. Other Contractor's shall obtain and maintain throughout the term of this Agreement, not less than the insurance coverage set forth below. The City of Ridgeland and White will be named as additional insureds. A Certificate of Insurance will be placed on file with The City of Ridgeland each policy year for the duration of this Agreement certifying the following list of insurance requirements.

- A. Worker's Compensation:
As required by Mississippi statute
- B. Comprehensive Automobile Liability:
Bodily Injury - \$1,000,000 per occurrence - \$2,000,000 aggregate to include coverage for all owned, non-owned, leased and hired automobiles.
- C. Comprehensive General Liability
Bodily Injury - \$1,000,000 per occurrence - \$2,000,000 aggregate.

10.3 Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of operations under this Agreement until date of final payment and termination of any coverage required to be maintained after final payment.

This Agreement is entered into and agreed to by the parties on this the _____
day of _____, 20_____.

CHARLES N. WHITE
CONSTRUCTION COMPANY

By: _____
Guy H. White, Chief Executive Officer
White Construction Company

The City of Ridgeland

By: _____
Gene F. McGee, Mayor
City of Ridgeland, Mississippi

ATTEST:

By: _____
Witness



April 11, 2018

TO: Mayor & Board of Aldermen

FROM: John R. Neal, Chief of Police 

SUBJECT: Special Event – Red Beans & Rice Festival

I have attached a request for a Special Event Permit from Mary McNeely with Ardenland, LLC. This event is the Red Beans & Rice Festival scheduled Saturday, May 12, 2018 from 11:00 a.m. to 3:00 p.m. at the Renaissance Mall. This event will be staged in the green space near Barnes & Noble and will benefit the Stewpot Community Services. Map of event site is attached for your review.

Ms. McNeely is expecting approximately 1,500 participants and have confirmed that they will have a fence around the perimeter of the event space with security guards placed at all points of ingress and egress. Arm bands will be issued to patrons wishing to participate in the consumption of alcohol and ID checks will be made by security personnel to be hired by Ardenland. There will be two beer stations on site and no alcoholic beverages will be allowed to leave the perimeter. Portable restrooms will be on-site to accommodate participants. Event volunteers and Renaissance Mall staff will be responsible for set up and clean up upon conclusion of the event.

This event will not generate overtime for the police department and on-duty personnel will conduct periodic patrols of the area.

Checks in the amounts of \$100.00 and \$1,000.00 representing requisite filing fee and bond money are attached. Also included is the application for Permit to Play On-Premises Music and application for temporary beer permit and privilege license.

Your consideration and approval will be greatly appreciated.

CC: Lt. Tony Willridge

Attachments (1)

115 west school street • ridgeland, ms 39157
ph: 601.856.2121 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • John R. Neal - chief of police
board of aldermen: D.I. Smith, cmo - at-large • Ken Heard, cmo - ward 1 • Chuck Gautier, cmo - ward 2
Kevin Holder, cmo, mayor pro tempore - ward 3 • Brian P. Ramsey, cmo - ward 4 • Bill Lee - ward 5 • Wesley Hamlin, cmo - ward 6



CITY OF RIDGELAND
SPECIAL EVENT PERMIT APPLICATION

(Please allow minimum 30 days for approval)



EVENT NAME: Red Beans and Rice Festival benefiting Stewpot

EVENT LOCATION: Renaissance at Colony Park - 1000 Highland Colony Parkway (Green space in front of Barnes and Noble)

EVENT DATE: Beginning Saturday 5/12/18 to Ending Saturday 5/12/18 Multiple Days: ☐ YES ☐ NO

EVENT HOURS: Beginning 11:00 AM to Ending 3:00 PM

TYPE OF EVENT: Red Bean cookoff and music festival with additional food and beverage vendors

EVENT POINT OF CONTACT: Mary McNeely CELL NUMBER: 601.942.1411
(This person must remain on scene during the entire event)

NAME OF ORGANIZATION: Ardneland, LLC

ADDRESS: 2906 North State St. Suite 207 CITY/STATE/ZIP: 39216

ESTIMATED CROWD SIZE: 1500 NUMBER OF EVENT PERSONNEL: Approx 15

ARRANGEMENTS FOR RESTROOM FACILITIES: ☒ YES ☐ NO LOCATION: placed near frontage road side of event space

ARRANGEMENTS FOR SITE CLEAN-UP: ☒ YES ☐ NO DETAILS: Renaissance at Colony Park

RECYCLING PROGRAM FOR WASTE: ☐ YES ☐ NO DETAILS: _____

The City of Ridgeland will assist organizers in planning and locating recycle bins for recyclable waste through local companies. Event organizers are encouraged to maintain the City of Ridgeland's vision of a green environment by having your event recycle its waste.

Will the organizers of this event use the services of an UAS (unmanned aircraft system): ☐ YES ☒ NO

If Yes, who is the operator of the system: _____ Cell Number: _____

If an UAS/Drone will be utilized, a copy of the following required documents must be attached to this application:

- Section 333 Exemption or Aircraft Certification
- Certificate of Authorization (COA)
- Aircraft Registration and Markings
- Pilot Certificate

FIRST AID/MEDICAL STATION(s): ☐ YES ☒ NO LOCATION(s): Will have standby AMR EMT nearby.

POLICE/SECURITY PERSONNEL REQUIRED: Yes ☐ Police Dept. Assigned ☒ Self-Hired ☐ Not Applicable

ASSISTANCE FROM OTHER CITY DEPARTMENTS: ☐ Fire Department ☐ Public Works/Streets ☐ Recreation/Parks

Applicant Printed Name: Mary McNeely Contact Number: 601.942.1411

Applicant Signature: Mary McNeely Date: 3/28/18

Application Instructions

- 1). You must present to the Chief of Police or his designee your plan for parking and traffic control. You must state in this plan whether or not police or private security personnel will be needed to direct and handle traffic and parking.
- 2). City of Ridgeland Special Events Ordinance section 10-33(2) requires adequate security be provided at special events. This requirement is one security officer for every 400 people in attendance. A private security company may be used but preference shall be given to the hiring of off duty personnel. The assistance from Ridgeland Police Department for road course races/walks to secure intersections shall not be considered as part of the security requirement. The personnel assigned for traffic control are in addition to any requirement for on site security personnel required in the ordinance.
- 3). If the event is to have outdoor music, a Permit to Play on Premises Music will be required from the applicant agreeing to comply with the noise ordinance of the City of Ridgeland, MS.
- 4). If there is a need for Police Dept., Fire Dept., Public Works Dept. and/or Rec/Parks Dept. personnel to work in controlling the special event, the applicant will agree to pay this cost from the filing of a bond fee.
- 5). The applicant may be required to post a bond fee in the minimum amount of one thousand dollars (\$1,000.00) with the City Clerk. This is to ensure that the event area is immediately cleaned up after its conclusion, and any City employee who works overtime as a result of the special event, will be compensated from the bond proceeds.
- 6). Submit the above application and information to the Office of the Chief of Police with a non-refundable filing fee of one hundred dollars (\$100.00) along with the above referenced bond fee. This application will be forwarded to the Patrol Division Commander or a designee who will review the application for all required documentation. This application and documentation will be presented to the Ridgeland Board of Aldermen for subsequent approval. **Please allow a minimum of 30 days to complete the process and receive approval.**
- 7). Event organizers should submit a map outlining the area where an event is to be held. Points of interest (entrance/exit points, first aid stations, etc...) shall be included on this map. If the event is a road race/walk, a map reflecting the proposed course route along with a description of the route shall be included. If any portion of the route will include sections of the Natchez Trace Parkway, you must first obtain approval from the Natchez Trace Chief (phone no. 662-680-4014; Ridgeland office 601-856-7321) and documentation reflecting this approval must be submitted with this application.
- 8). If the event is to be held at Old Trace Park and/or Madison Landing, you must first seek approval from PRVWSD Parks and Recreation (601-856-6319) and obtain a Facility Use Application which must be submitted with this application.
- 9). The number of event personnel will represent the number of people from the organization who will be assisting with the overall operation of the event. This will include any volunteers from the organization.
- 10). The arrangements for restroom facilities as addressed in the Ridgeland Code of Ordinances indicate 1 restroom per 150 people in attendance. These may be portable restrooms or existing restroom structures.
- 11). The event organizer or organization will be responsible for clean-up at the conclusion of the event. The City of Ridgeland encourages organizations to participate in a recycle program for any waste or debris to be discarded.
- 12). The first aid station located on the event site shall be manned by a state certified EMT.
- 13). The number of police/security personnel shall be determined by the expected crowd size. The event organizer may staff the event to satisfy this requirement through off-duty law enforcement personnel. The Ridgeland Police Department will assist the organizers if they choose the police department assigned option, or the event organizers may choose the self-hire option to select their own personnel to comply with the ordinance.

For Police Department Use Only

This application was received by the Ridgeland Police Department on 3-29-18 and has been reviewed by the appropriate personnel. This application has been ~~APPROVED~~ **DENIED** by the Chief of Police or Designee. If approved by Ridgeland PD, this application will be submitted for consideration at the Ridgeland Mayor and Board of Alderman meeting to be held on 5-1-18.

Chief of Police or Designee: [Signature] DATE: 11 April 2018

Number of Overtime Officers: 0 Estimated OT Cost: 0

Additional Overtime Cost for City Departments: FIRE _____ P/W _____ REC/PARKS _____



CITY OF RIDGELAND
APPLICATION FOR
PERMIT TO PLAY ON PREMISES MUSIC
(Please allow minimum 30 days for approval)



DATE OF APPLICATION: 3/27/18

EVENT NAME: Red Beans and Rice Festival benefiting Stewpot

EVENT LOCATION: Renaissance at Colony Park - 1000 Highland Colony Parkway

DESCRIPTION OF ON-PREMISES ACTIVITY: Red Bean cookoff and music festival with additional food and beverage vendors.

DATE OF ACTIVITY: Beginning 5/12/18 to Ending 5/12/18
Saturday 3/12/18 Saturday 3/12/18

HOURS OF ACTIVITY: Beginning 11:00 am to Ending 3:00 PM

ACTIVITY POINT OF CONTACT: Mary McNeely CELL NUMBER: 601.942.1411
(This person must remain on scene during the entire event)

NAME OF ORGANIZATION: Ardenland LLC

ADDRESS: 2906 North State Street Suite 207 CITY/STATE/ZIP: Jackson MS 39216

MAXIMUM NOISE LEVEL (In Decibels) TO BE EMITTED AT NEAREST PREMISES BOUNDARY: 90

PROVIDE FACTS THAT WOULD SHOW THE ACTIVITY FOR WHICH THE PERMIT IS REQUESTED WOULD NOT DISTURB THE
PEACE OF ANY FAMILY OR PERSON WITHIN THE AREA INTO WHICH SOUND SHALL CARRY: _____

Sound and audio levels will be monitored and maintained by professional and licensed audio and acoustic engineers.

THE CHIEF OF POLICE SHALL HAVE THE AUTHORITY TO REVOKE ANY PERMIT ISSUED.

Applicants Signature: _____ Date: 3/27/18

☒ APPROVED

☐ DENIED

Chief of Police or Designee: _____

Date: 11 APRIL 2018

In the event a permit is denied, the applicant may appeal the decision to the Mayor and Board of Aldermen. Any such appeal shall be taken not more than ten (10) days from the denial of a permit by giving written notice of the appeal to the Ridgeland City Clerk.







Mississippi Department of Revenue

Promoted Event/Temporary Beer Registration Application

Page 1

Registration Application will NOT complete processing until all information is present.

PLEASE PRINT CLEARLY

TAXPAYER INFORMATION

1 Application Type:

New Taxpayer

x

Additional Tax Account or Permit Location

Update Existing Tax Account or Permit Location

2 Identification Numbers

Federal Employer Identification Number (FEIN)

★ Social Security Number (SSN)

Individual Taxpayer Identification Number (ITIN)

27-4524067

If updating or adding an additional tax account or permit location, please provide the account number or permit number.

Account Number

1345-7734

Permit Number

xxx xxxxx x

3 Legal Name (Owner's name, if sole proprietor)

Ardenland, LLC

4 Doing Business As (DBA)

5 Mailing Address

2906 North State Street Suite 207

Street Address or P.O. Box

Jackson

MS

Hinds

39216

City

State

County

ZIP

6 Physical Address

Street Address Only

Do NOT enter P.O. Box

City

State

County

ZIP

7 Contact Name

Arden Barnett

Phone Number

601.292.7121

Cell Phone Number

601.316.4243

FAX Number

E-mail Address

stuff@ardenland.net

8 Description or nature of business

Event Promoter

9 NAICS Code (see instructions)

10 Type of Ownership:

Corporation

S Corporation

Partnership

Association

x

LLC

Non Profit

Federal Government

Other Government

Sole Proprietor
(date of birth)

m m d d y y y y

11 Check if claiming exemption for "Non-Profit" status for corporate income/franchise tax. (Attach IRS documentation to substantiate)

12 State of Incorporation MS

13. Mississippi Secretary of State Business ID

14 If an LLC, will your company file as a corporation?

x

Yes

No

15 Are you a single member LLC?

x

Yes

No

16 Is this a publicly traded corporation?

Yes

x

No

17

If yes, under what symbol?

★ Disclosure Statement and Privacy Act Notice

This information will be used for identification and in the administration of state tax laws. The Department is authorized to collect the information pursuant to 42 U.S.C. Section 405(c)(2)(c)(i). Any applicant who refuses to provide the required information will be denied the permit. See Miss. Code Ann. Section 27-77-11.



Mississippi Department of Revenue

Promoted Event/Temporary Beer Registration Application

Page 2

EVENT REGISTRATION

- 18 Will there be an admission fee at the event? ☒ Yes ☐ No
- 19 Will there be vendors or third party vendors at the event? ☒ Yes ☐ No
- 20 Will you be selling goods or services at the event? Yes ☒ No
- 21 Will food or drinks be provided as part of admission to the event? Yes ☒ No
- If so, are they from out-of-state vendors or donations? Yes ☒ No

22 Event Name Red Beans and Rice Festival

23 Event Location 1000 Highland Colony Parkway

Street Address Only
Do NOT enter P.O. Box

Ridgeland MS Madison 39157

City State County ZIP

- 24 Is the physical location inside the city limits? ☒ Yes ☐ No
- If yes, name of the city? Ridgeland

25 Date event will begin 5/12/2018

m m d d y y y y

Date event will end (if more than a single day)

m m d d y y y y

26 Event Frequency: One Time Monthly Quarterly Semi Annual ☒ Annual

- 27 Will beer and/or light wine be provided or sold at the Special Event? (If yes, answer questions 28-40) ☒ Yes ☐ No

TEMPORARY BEER PERMIT REGISTRATION

A \$10.00 Permit is valid for up to 14 days. (Answer questions 28-40)

28 Event Name Red Beans and Rice Festival

29 Event Location 1000 Highland Colony Parkway

Street Address Only
Do NOT enter P.O. Box

Ridgeland MS Madison 39157

City State County ZIP

30 Date event will begin 5/12/18

m m d d y y y y

Date event event will end (if more than a single day)

m m d d y y y y

- 31 Will the applicant sell beer and/or light wine on an airplane, bus, boat, motor vehicle or railcar? Yes ☒ No

If yes, how many vehicles?



Mississippi Department of Revenue

Promoted Event/Temporary Beer Registration Application

Page 3

TEMPORARY BEER PERMIT REGISTRATION (Continued)

- 32 Is the applicant a natural person 21 years or older and a resident of Mississippi or is the applicant a corporation with a manager 21 years or older? x Yes No
- 33 Has the applicant been convicted of any violation of Mississippi state and/or United States laws relating to alcoholic beverages, prostitution, or any other felony? (If yes, please complete #62) Yes x No
- 34 Has the applicant ever had their beer permit or liquor license revoked or does the applicant currently reside with any person whose beer permit or liquor license has been revoked during the last two years? (If yes, complete #37) Yes x No
- 35 In the past five years, has the applicant been convicted of obtaining beer or light wine from any source outside of the State of Mississippi? (If yes, complete #37) Yes x No
- 36 Will any person whose permit has been revoked within the past two years be employed by the applicant, or have any financial interest in the business of the applicant? (If yes, complete #37) Yes x No
- 37 Name _____ Charge _____
 Date of Conviction/Revocation _____ Court _____
m m dd yyyy
 City _____ County _____ State _____
- 38 Are the permit premises leased by the applicant? Yes x No
 If yes, Lessor name & address Andrew Mattiace - Renaissance At Colony Parkway
1000 Highland Colony Parkway Ridgeland, MS 39157
- 39 Are there any prior owner(s) or operator(s) of the location for which you are applying for a retail beer permit? Yes x No
 If yes, name _____ Is this person a relative? Yes x No
- 40 Does the applicant attest that no beer or light wine having an alcohol content of more than 8% by weight, or any other liquor or distilled spirits without an ABC permit will be kept, sold, stored or secreted on the premises? Yes x No

FOR DOR USE ONLY

Bond Amount _____

Paid _____

APPLICANT SIGNATURE

Under penalties of perjury, I hereby certify that the statements provided in this application are true and correct to the best of my knowledge and belief. As indicated on this completed form, I hereby apply for the appropriate permit(s) to engage in business. I agree to pay any and all taxes due the State of Mississippi and to comply fully in all respects with the applicable Mississippi Tax Laws and any corresponding rules and regulations.

Print Name of Owner or Officer of Corporation

Title

Date

Signature of Owner, Officer, or Partner

Signature of Owner, Officer, or Partner

Signature of Owner, Officer or Partner

Required Documents Checklist:

- ☒ Completed and signed Special Events Application
- ☒ Completed and signed Permit to Play Music on Premises (if applicable)
- ☒ Overview map of event location
- ☐ Course route map of road race/walk
- ☐ Recycling program operation plan
- ☐ UAS / Drone operator's documentation (if applicable)
- ☐ Natchez Trace Parkway approval documentation (if applicable)
- ☐ Facility Use Application (PRVWSD) for Old Trace Park (if applicable)
- ☒ Non-Refundable Filing Fee (\$100.00)
- ☒ Bond Fee (\$1000.00)

ARDENLAND
2906 N State Street - Suite 207
Jackson, MS 39216
601.292.7121
Support Live Music

Metropolitan Bank
85-263/653

8341

03/29/2018

PAY TO THE ORDER OF The City of Ridgeland, MS

\$**1,000.00

One thousand and 00/100*****

DOLLARS

PROTECTED AGAINST FRAUD

The City of Ridgeland, MS
304 Highway 51
Ridgeland, MS 39157



[Handwritten Signature]



MEMO

⑈008341⑈ ⑆065302633⑆ ⑈30⑈ 1781⑈ 1⑈

ARDENLAND, LLC
03/29/2018

The City of Ridgeland, MS
Special Event Bond

8341

1,000.00

Renasant - 7811

1,000.00

ARDENLAND

2906 N State Street - Suite 207
Jackson, MS 39216
601.292.7121
Support Live Music

Metropolitan Bank
85-263/653

8340

03/29/2018

PAY TO THE ORDER OF The City of Ridgeland, MS

\$**100.00

One hundred and 00/100*****

DOLLARS

PROTECTED AGAINST FRAUD

The City of Ridgeland, MS
304 Highway 51
Ridgeland, MS 39157



[Handwritten signature]

MEMO

⑈008340⑈ ⑆065302633⑆ ⑈30⑈ 1781⑈ 1⑈

ARDENLAND, LLC

03/29/2018

The City of Ridgeland, MS

Special Event Permit Fee

8340

100.00

Renasant - 7811

100.00



public works

Memorandum

To: Mayor and Board of Alderman

From: Mike McCollum

Date: April 25, 2018

Re: Request Authorization to Advertise and Re-bid Lake Harbour Drive Extension Box Culvert
Federal Aid Project No. HPP-8323-0090040/104859-801200

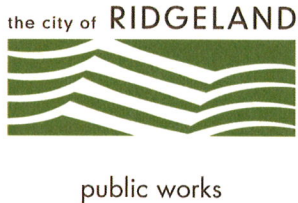
We request that the Mayor and Board of Alderman approve authorization to advertise and re-bid the above referenced project subject to Mississippi State Department of Transportation Concurrence.

Thank you for your consideration of our request. Please contact me if you have any questions.

mailing address: p.o. box 217 • ridgeland, ms 39158
street address: 304 highway 51 • ridgeland, ms 39157
ph: 601.853.2027 • fax: 601.853.2019 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • John M. McCollum - director of public works

board of aldermen: D.I. Smith, cmo - at-large • Ken Heard, cmo - ward 1 • Chuck Gautier, cmo - ward 2
Kevin Holder, cmo, mayor pro tempore - ward 3 • Brian P. Ramsey, cmo - ward 4 • Bill Lee - ward 5 • Wesley Hamlin, cmo - ward 6



MEMORANDUM

TO: Mayor Gene F. McGee and Board of Aldermen

FROM: Christopher W. Bryson, P.E., City Engineer 

DATE: April 24, 2018

RE: **CE&I ESTIMATE NO. 1**
Waggoner Engineering, Inc. - Pay Period Ending February 28, 2018
East Lake Harbour Drive Rehabilitation, Northpark Drive to Breakers Lane
Federal Aid Project No. STP-6945-00(009) LPA/107557-701000
City of Ridgeland, Madison County, Mississippi

We respectfully request the Mayor and Board of Aldermen approve payment in the amount of **\$2,438.23** to Waggoner Engineering, Inc. for work completed on the referenced project during the period between February 1, 2018 and February 28, 2018. This is the first request for payment by the Consultant for this Contract. MDOT will reimburse 80% of this payment in the amount of **\$1,950.58**. Our local matching responsibility remaining for this period's work is **\$487.65**, 20%.

Upon your approval, the Mayor will need to sign the cover LPA-CSU-001 form as our LPA Official. The executed CE&I Estimate No. 1 Package should be given to Public Works for submitting digitally to the MDOT LPA Invoice Division for reimbursement.

Thank you for your consideration of our request. Please contact me if you have any questions.

Cc: John M. McCollum, Public Works Director

mailing address: p.o. box 217 • ridgeland, ms 39158
street address: 304 highway 51 • ridgeland, ms 39157
ph: 601.853.2027 • fax: 601.853.2019 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • John M. McCollum - director of public works

board of aldermen: D.I. Smith - at-large • Ken Heard, cmo, mayor pro tempore - ward 1 • Chuck Gautier - ward 2
Kevin Holder, cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Bill Lee - ward 5 • Wesley Hamlin, cmo - ward 6

LPA-CSU-001 For LPA's

REV 4/01/2016

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION
MDOT REIMBURSEMENT ESTIMATE - RECAP SHEET**

Date Processed April 2, 2018

Vendor Number

3100034217 0MDOT Project Number **STP-6945-00(009)LPA**

P.O. No. 3941

Invoice Number : **34555**

Project No.

107557-701000

County

Madison

Sheet No.

1

In Account With

City of Ridgeland

Address

P.O. Box 217, Ridgeland, MS 39158

Contract Number:

CS 00004480

Surety

Est. No.

1

Progress

Period

February 13, 2018

THRU

February 28, 2018

Document No.

	Line Item	OCA	User Code 1	Object	Project Number / Detail Code	User Code 2	Current Period	Previous Estimate	Total Allowed to Date
Total Participating Cost	000001	080120	153	1612	107557-701000	1	2,438.23	0.00	2,438.23
Total							2,438.23	0.00	2,438.23
Total All Work Due							2,438.23	0.00	2,438.23
Total Net Work Due							2,438.23	0.00	2,438.23
Quantities Checked Original Signed  Waggoner Engineering, Inc. Project Engineer LPA Official City of Ridgeland Approved By: Consultant Services Unit Engineer - Scot Ehrgott, P.E.						Contract Not To Exceed Amount \$119,017.41 NTP Date December 18, 2017 Termination Date TBD		AMOUNT OF PAYMENT FOR PROGRESS ESTIMATES AND FINAL ESTIMATES SHOULD BE ROUNDED TO THE NEAREST CENTS (\$0.00)	
% Matching Funds Deduction for LPA	001	080120	153	1612	107557-701000	1	(487.65)	0.00	(487.65)
TOTAL Net Amount Owed to the LPA							1,950.58	0.00	1,950.58
THE SOLE PURPOSE OF THE ENGINEER'S SIGNATURE IS TO ACKNOWLEDGE THAT THE LPA HAS SUBMITTED ALL REQUIRED DATA BY THE LPA MANUAL FOR PAYMENT									

STATEMENT OF LOCAL PUBLIC AGENCY
PROGRESS AND FINAL ESTIMATES FOR CONSTRUCTION

CAD-001 and CAD-002

State of Mississippi

County: MADISON COUNTY

Local Public Agency (LPA): CITY OF RIDGELAND

Project Number: 107557-701000

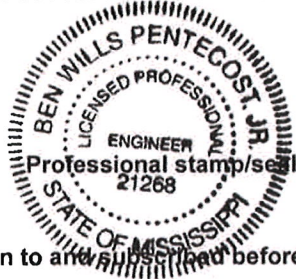
Project Description:

Construction Engineering & Inspection East Lake Harbour Drive Rehabilitation/Northpark Drive to Breakers Lane
Federal Aid Project No. STP-6945-00(009) LPA/107557-701000, City of Ridgeland, Madison County, MS

Project Engineer/Architect's Name: Will Pentecost, PE

I, Will Pentecost, PE, hereby verify for the attached estimate on
the above listed project that:

- a. All computations have been checked and are correct.
- b. The final total amount allowed to the contractor is accurate and proper.
- c. The last payment to the contractor is the difference between the amount previously paid the contractor and the total amount owed to the contractor.
- d. All quantities listed are accurate and proper.
- e. I understand that payment to the contractor will be based exclusively on my signature on the CAD-001 for which I bear full responsibility.



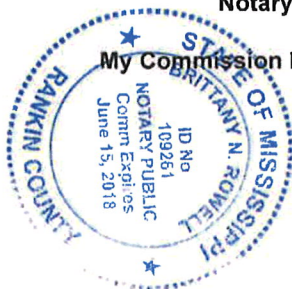
Project Engineer/Architect (signature)

Sworn to and subscribed before me this 18 day of April, 2018.

Notary stamp/seal

My Commission Expires

June 15th, 2018



Notary (signature)



P.O. Box 12227
Jackson, MS 39236-2227

601-355-9526 Voice
601-352-3945 Fax

City of Ridgeland
Attn: David Overby
P. O. Box 217
Ridgeland, MS 39158

March 14, 2018
Project No: 0018008.000
Invoice No: 34555

CONSTRUCTION ENGINEERING & INSPECTION (CE&I)
East Lake Harbour Drive Rehabilitation / Northpark Drive to Breakers Lane
Federal Aid Project No. STP-6945-00(009) LPA/107557-701000
City of Ridgeland, Madison County, Mississippi
Professional Services from February 1, 2018 to February 28, 2018

Professional Personnel

	Hours	Rate	Amount
PROJECT MANAGER			
Pentecost, Ben	1.00	150.28	150.28
ASST PROJECT ENGINEER			
Williams, David	2.00	159.19	318.38
ASST PROJECT ENGINEER			
Edwards, Chadwick	2.00	153.87	307.74
SR PROJECT ENGINEER			
Wolfe, Martin	3.50	171.90	601.65
ADMINISTRATIVE II			
Garner, Rhonda	6.50	81.65	530.73
CONSTRUCTION REP II			
Case, Walter	3.00	125.50	376.50
Collins, James	2.00	125.50	251.00
Totals	20.00		2,536.28
Total Labor			2,536.28

Reimbursable Expenses

Travel Expense			29.98
Total Reimbursables			29.98

Unit Billing

B/W COPIES	2.0 Copies @ 0.15	.30	
Total Units		.30	.30

Retainage

Current Retainage	128.33 (5.00 % of 2,566.56)	-128.33
Retainage-To-Date	128.33	

Billing Limits

	Current	Prior	To-Date
Total Billings	2,566.56	0.00	2,566.56
Limit			120,686.61
Remaining			118,120.05

Total this Invoice **\$2,438.23**

Project	0018008.000	East Lake Harbour Drive Rehabilitat	Invoice	34555
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Billing Backup

Waggoner Engineering, Inc.

Invoice 34555 Dated 3/14/2018

Wednesday, March 14, 2018

2:51:51 PM

Professional Personnel

		Hours	Rate	Amount	
PROJECT MANAGER					
526 - Pentecost, Ben	2/13/2018	1.00	150.28	150.28	
ASST PROJECT ENGINEER					
531 - Williams, David	2/13/2018	2.00	159.19	318.38	
ASST PROJECT ENGINEER					
513 - Edwards, Chadwick	2/27/2018	1.00	153.87	153.87	
513 - Edwards, Chadwick	2/28/2018	1.00	153.87	153.87	
SR PROJECT ENGINEER					
525 - Wolfe, Martin	2/13/2018	1.50	171.90	257.85	
525 - Wolfe, Martin	2/16/2018	1.00	171.90	171.90	
525 - Wolfe, Martin	2/19/2018	.50	171.90	85.95	
525 - Wolfe, Martin	2/27/2018	.50	171.90	85.95	
ADMINISTRATIVE II					
572 - Garner, Rhonda	2/14/2018	1.50	81.65	122.47	
572 - Garner, Rhonda	2/15/2018	1.50	81.65	122.48	
572 - Garner, Rhonda	2/22/2018	1.50	81.65	122.48	
572 - Garner, Rhonda	2/27/2018	1.00	81.65	81.65	
572 - Garner, Rhonda	2/28/2018	1.00	81.65	81.65	
CONSTRUCTION REP II					
577 - Case, Walter	2/27/2018	2.00	125.50	251.00	
577 - Case, Walter	2/28/2018	1.00	125.50	125.50	
577 - Collins, James	2/27/2018	2.00	125.50	251.00	
Totals		20.00		2,536.28	
Total Labor					2,536.28

Reimbursable Expenses

Travel Expense					
EX 0010208	2/13/2018	Wolfe, Martin / to ridgeland for preconstruction conference / 12.00 miles @ 0.545		6.54	
EX 0010193	2/27/2018	Collins, James / Lake Harbour East Overlay / Setting locations for construction signage / 25.00 miles @ 0.545		13.63	
EX 0010194	2/27/2018	Case, Walter / Mileage / Construction site visit. / 18.00 miles @ 0.545		9.81	
Total Reimbursables				29.98	29.98

Unit Billing

B/W COPIES	2.0 Copies @ 0.15	.30	
Total Units		.30	.30

Total this Project \$2,566.56

Total this Report \$2,566.56

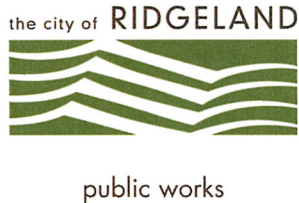
Chris Bryson

From: Rhonda Garner <rhonda.garner@waggonereng.com>
Sent: Wednesday, April 18, 2018 1:25 PM
To: Renee Buckner; Chris Bryson
Cc: Hunter Arnold; Will Pentecost; Lynn Wolfe; Susan Hoover
Subject: STP-6945-00(009)LPA/107557-701000 East Lake Harbour Drive Rehab - CE&I Invoice #1 (2-2018) & CE&I Invoice #2 (3-2018)
Attachments: STP-6945-00(009)LPA_107557701000 E Lake Harbour Dr Rehab_CE&I#1 (2-2018)....pdf;
STP-6945-00(009)LPA_107557701000 E Lake Harbour Dr Rehab_CE&I#2 (3-2018)....pdf

Attached are WEI's CE&I Invoices #1 & #2.

Should you have any questions or require additional information, please contact us. Thank you for your help.

Rhonda Garner | Construction Review Administrator II
Waggoner Engineering, Inc. | 143A LeFleurs Sq. | Jackson, MS 39211
office: 601-355-9526 | fax: 601-352-3945 | Rhonda.Garner@waggonereng.com



MEMORANDUM

TO: Mayor Gene F. McGee and Board of Aldermen

FROM: Christopher W. Bryson, P.E., City Engineer

DATE: April 24, 2018

RE: CE&I ESTIMATE NO. 2

Waggoner Engineering, Inc. - Pay Period Ending March 31, 2018
East Lake Harbour Drive Rehabilitation, Northpark Drive to Breakers Lane
Federal Aid Project No. STP-6945-00(009) LPA/107557-701000
City of Ridgeland, Madison County, Mississippi

We respectfully request the Mayor and Board of Aldermen approve payment in the amount of **\$35,467.24** to Waggoner Engineering, Inc. for work completed on the referenced project during the period between March 1, 2018 and March 31, 2018. MDOT will reimburse 80% of this payment in the amount of **\$28,373.79**. Our local matching responsibility remaining for this period's work is **\$7,093.45**, 20%.

Upon your approval, the Mayor will need to sign the cover LPA-CSU-001 form as our LPA Official. The executed CE&I Estimate No. 2 Package should be given to Public Works for submitting digitally to the MDOT LPA Invoice Division for reimbursement.

Thank you for your consideration of our request. Please contact me if you have any questions.

Cc: John M. McCollum, Public Works Director

mailing address: p.o. box 217 • ridgeland, ms 39158
street address: 304 highway 51 • ridgeland, ms 39157
ph: 601.853.2027 • fax: 601.853.2019 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • John M. McCollum - director of public works

board of aldermen: D.I. Smith - at-large • Ken Heard, cmo, mayor pro tempore - ward 1 • Chuck Gautier - ward 2
Kevin Holder, cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Bill Lee - ward 5 • Wesley Hamlin, cmo - ward 6

REV 4/01/2016

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
MDOT REIMBURSEMENT ESTIMATE - RECAP SHEET

Vendor Number	3100034217 0	MDOT Project Number	STP-6945-00(009)LPA	Invoice Number :	34617
Project No.	107557-701000	County	Madison	Sheet No.	1

In Account With	City of Ridgeland	Address	P.O. Box 217, Ridgeland, MS 39158
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Contract Number:	CS 00004480	Surety			
Est. No. 2	Progress	Period	March 1, 2018	THRU	March 31, 2018
					Document No.

[illegible]

**STATEMENT OF LOCAL PUBLIC AGENCY
PROGRESS AND FINAL ESTIMATES FOR CONSTRUCTION**

CAD-001 and CAD-002

State of Mississippi

County: MADISON COUNTY

Local Public Agency (LPA): CITY OF RIDGELAND

Project Number: 107557-701000

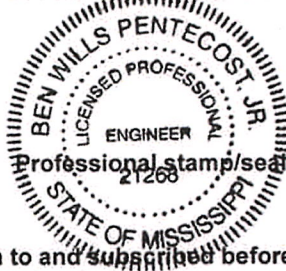
Project Description:

Construction Engineering & Inspection East Lake Harbour Drive Rehabilitation/Northpark Drive to Breakers Lane
Federal Aid Project No. STP-6945-00(009) LPA/107557-701000, City of Ridgeland, Madison County, MS

Project Engineer/Architect's Name: Will Pentecost, PE

I, Will Pentecost, PE, hereby verify for the attached estimate on
the above listed project that:

- a. All computations have been checked and are correct.
- b. The final total amount allowed to the contractor is accurate and proper.
- c. The last payment to the contractor is the difference between the amount previously paid the contractor and the total amount owed to the contractor.
- d. All quantities listed are accurate and proper.
- e. I understand that payment to the contractor will be based exclusively on my signature on the CAD-001 for which I bear full responsibility.



[Signature]

Project Engineer/Architect (signature)

Sworn to and subscribed before me this 18 day of April, 2018.

Notary stamp/seal



My Commission Expires June 15, 2018

[Signature]

Notary (signature)



P.O. Box 12227
Jackson, MS 39236-2227

601-355-9526 Voice
601-352-3945 Fax

City of Ridgeland
Attn: David Overby
P. O. Box 217
Ridgeland, MS 39158

April 11, 2018
Project No: 0018008.000
Invoice No: 34617

CONSTRUCTION ENGINEERING & INSPECTION (CE&I)
East Lake Harbour Drive Rehabilitation / Northpark Drive to Breakers Lane
Federal Aid Project No. STP-6945-00(009) LPA/107557-701000
City of Ridgeland, Madison County, Mississippi
Professional Services from March 1, 2018 to March 31, 2018
Professional Personnel

	Hours	Rate	Amount
PRINCIPAL			
Arnold, Hunter	2.50	250.78	626.95
PROJECT MANAGER			
Pentecost, Ben	3.25	150.28	488.41
ASST PROJECT ENGINEER			
Williams, David	1.00	159.19	159.19
ASST PROJECT ENGINEER			
Edwards, Chadwick	9.00	153.87	1,384.83
SR PROJECT ENGINEER			
McMahon, Steve	46.50	147.13	6,841.55
SR PROJECT ENGINEER			
Wolfe, Martin	19.00	171.90	3,266.10
ADMINISTRATIVE II			
Garner, Rhonda	20.50	81.65	1,673.83
CONSTRUCTION REP II			
Case, Walter	132.00	125.50	16,566.00
Collins, James	10.00	125.50	1,255.00
McInnis, Jamie	37.25	125.50	4,674.88
Totals	281.00		36,936.74
Total Labor			36,936.74

Reimbursable Expenses

Travel Expense		397.20	
Total Reimbursables		397.20	397.20

Retainage

Current Retainage	1,866.70 (5.00 % of 37,333.94)	-1,866.70
Prior Retainage	128.33	
Retainage-To-Date	1,995.03	

Billing Limits

	Current	Prior	To-Date
Total Billings	37,333.94	2,566.56	39,900.50
Limit			119,017.41
Remaining			79,116.91

Total this Invoice **\$35,467.24**

Project	0018008.000	East Lake Harbour Drive Rehabilital	Invoice	34617
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Outstanding Invoices

Number	Date	Balance	Retainage	Now Due	
34555	3/14/2018	2,566.56	-128.33	2,438.23	
Total		2,566.56	-128.33	2,438.23	
			Total Now Due		\$37,905.47

Billing Backup

Waggoner Engineering, Inc.

Invoice 34617 Dated 4/11/2018

Wednesday, April 11, 2018

11:52:54 AM

Professional Personnel

		Hours	Rate	Amount
PRINCIPAL				
510 - Arnold, Hunter	3/6/2018	.50	250.78	125.39
510 - Arnold, Hunter	3/15/2018	1.00	250.78	250.78
510 - Arnold, Hunter	3/21/2018	.50	250.78	125.39
510 - Arnold, Hunter	3/27/2018	.50	250.78	125.39
PROJECT MANAGER				
526 - Pentecost, Ben	3/7/2018	1.00	150.28	150.28
526 - Pentecost, Ben	3/8/2018	.50	150.28	75.14
526 - Pentecost, Ben	3/14/2018	.50	150.28	75.14
526 - Pentecost, Ben	3/16/2018	.50	150.28	75.14
526 - Pentecost, Ben	3/27/2018	.75	150.28	112.71
ASST PROJECT ENGINEER				
531 - Williams, David	3/8/2018	1.00	159.19	159.19
ASST PROJECT ENGINEER				
513 - Edwards, Chadwick	3/5/2018	2.00	153.87	307.74
513 - Edwards, Chadwick	3/14/2018	1.00	153.87	153.87
513 - Edwards, Chadwick	3/15/2018	2.00	153.87	307.74
513 - Edwards, Chadwick	3/16/2018	3.00	153.87	461.61
513 - Edwards, Chadwick	3/27/2018	1.00	153.87	153.87
SR PROJECT ENGINEER				
577 - McMahan, Steve	3/5/2018	3.50	147.13	514.96
577 - McMahan, Steve	3/6/2018	3.00	147.13	441.39
577 - McMahan, Steve	3/7/2018	2.50	147.13	367.83
577 - McMahan, Steve	3/8/2018	2.00	147.13	294.26
577 - McMahan, Steve	3/9/2018	.50	147.13	73.57
577 - McMahan, Steve	3/12/2018	2.00	147.13	294.26
577 - McMahan, Steve	3/14/2018	6.00	147.13	882.78
577 - McMahan, Steve	3/16/2018	3.00	147.13	441.37
577 - McMahan, Steve	3/19/2018	4.00	147.13	588.52
577 - McMahan, Steve	3/20/2018	2.50	147.13	367.83
577 - McMahan, Steve	3/21/2018	5.00	147.13	735.65
577 - McMahan, Steve	3/22/2018	3.00	147.13	441.39
577 - McMahan, Steve	3/23/2018	3.00	147.13	441.39
577 - McMahan, Steve	3/26/2018	2.50	147.13	367.83
577 - McMahan, Steve	3/27/2018	2.00	147.13	294.26
577 - McMahan, Steve	3/29/2018	1.00	147.13	147.13
577 - McMahan, Steve	3/30/2018	1.00	147.13	147.13
SR PROJECT ENGINEER				
525 - Wolfe, Martin	3/1/2018	1.00	171.90	171.90
525 - Wolfe, Martin	3/6/2018	1.50	171.90	257.85
525 - Wolfe, Martin	3/7/2018	.50	171.90	85.95
525 - Wolfe, Martin	3/8/2018	1.00	171.90	171.90
525 - Wolfe, Martin	3/9/2018	1.00	171.90	171.90
525 - Wolfe, Martin	3/12/2018	.50	171.90	85.95
525 - Wolfe, Martin	3/13/2018	.50	171.90	85.95
525 - Wolfe, Martin	3/14/2018	1.50	171.90	257.85
525 - Wolfe, Martin	3/15/2018	1.00	171.90	171.90
525 - Wolfe, Martin	3/16/2018	1.50	171.90	257.85
525 - Wolfe, Martin	3/19/2018	1.50	171.90	257.85
525 - Wolfe, Martin	3/20/2018	1.00	171.90	171.90

Project	0018008.000	East Lake Harbour Drive Rehabilitat			Invoice	34617
525 - Wolfe, Martin		3/21/2018	1.00	171.90	171.90	
525 - Wolfe, Martin		3/22/2018	3.50	171.90	601.65	
525 - Wolfe, Martin		3/23/2018	1.00	171.90	171.90	
525 - Wolfe, Martin		3/26/2018	.50	171.90	85.95	
525 - Wolfe, Martin		3/27/2018	.50	171.90	85.95	
ADMINISTRATIVE II						
572 - Garner, Rhonda		3/6/2018	1.50	81.65	122.48	
572 - Garner, Rhonda		3/7/2018	1.00	81.65	81.65	
572 - Garner, Rhonda		3/8/2018	1.00	81.65	81.65	
572 - Garner, Rhonda		3/20/2018	.50	81.65	40.81	
572 - Garner, Rhonda		3/21/2018	1.00	81.65	81.65	
572 - Garner, Rhonda		3/22/2018	1.00	81.65	81.65	
572 - Garner, Rhonda		3/23/2018	2.50	81.65	204.13	
572 - Garner, Rhonda		3/26/2018	3.50	81.65	285.78	
572 - Garner, Rhonda		3/27/2018	2.00	81.65	163.30	
572 - Garner, Rhonda		3/29/2018	3.00	81.65	244.95	
572 - Garner, Rhonda		3/30/2018	3.50	81.65	285.78	
CONSTRUCTION REP II						
577 - Case, Walter		3/5/2018	2.00	125.50	251.00	
577 - Case, Walter		3/6/2018	8.00	125.50	1,004.00	
577 - Case, Walter		3/7/2018	8.00	125.50	1,004.00	
577 - Case, Walter		3/8/2018	8.00	125.50	1,004.00	
577 - Case, Walter		3/9/2018	1.50	125.50	188.25	
577 - Case, Walter		3/12/2018	7.00	125.50	878.50	
577 - Case, Walter		3/13/2018	7.00	125.50	878.50	
577 - Case, Walter		3/14/2018	11.00	125.50	1,380.50	
577 - Case, Walter		3/15/2018	10.00	125.50	1,255.00	
577 - Case, Walter		3/16/2018	7.00	125.50	878.50	
577 - Case, Walter		3/19/2018	10.00	125.50	1,255.00	
577 - Case, Walter		3/20/2018	8.00	125.50	1,004.00	
577 - Case, Walter		3/21/2018	8.00	125.50	1,004.00	
577 - Case, Walter		3/22/2018	5.00	125.50	627.50	
577 - Case, Walter		3/23/2018	10.00	125.50	1,255.00	
577 - Case, Walter		3/24/2018	3.50	125.50	439.25	
577 - Case, Walter		3/26/2018	10.00	125.50	1,255.00	
577 - Case, Walter		3/27/2018	6.00	125.50	753.00	
577 - Case, Walter		3/28/2018	2.00	125.50	251.00	
577 - Collins, James		3/1/2018	2.00	125.50	251.00	
577 - Collins, James		3/5/2018	5.00	125.50	627.50	
577 - Collins, James		3/6/2018	3.00	125.50	376.50	
527 - McInnis, Jamie		3/8/2018	3.50	125.50	439.25	
527 - McInnis, Jamie		3/9/2018	3.00	125.50	376.50	
527 - McInnis, Jamie		3/12/2018	4.50	125.50	564.75	
527 - McInnis, Jamie		3/13/2018	4.00	125.50	502.00	
527 - McInnis, Jamie		3/14/2018	1.00	125.50	125.50	
527 - McInnis, Jamie		3/15/2018	2.00	125.50	251.00	
527 - McInnis, Jamie		3/22/2018	8.25	125.50	1,035.38	
527 - McInnis, Jamie		3/23/2018	1.00	125.50	125.50	
527 - McInnis, Jamie		3/29/2018	2.00	125.50	251.00	
527 - McInnis, Jamie		3/30/2018	8.00	125.50	1,004.00	
Totals			281.00		36,936.74	
Total Labor						36,936.74
Reimbursable Expenses						
Travel Expense						
EX	0010233	3/5/2018	Case, Walter / Mileage / Construction review / 18.00 miles @ 0.545		9.81	

Project	0018008.000	East Lake Harbour Drive Rehabilitat	Invoice	34617
EX 0010232	3/5/2018	Collins, James / Lake Harbour East / Meeting with Road Pro reps for installation of construction signs / 43.00 miles @ 0.545	23.44	
EX 0010232	3/6/2018	Collins, James / Lake Harbour East / Meeting with contractor / 22.00 miles @ 0.545	11.99	
EX 0010233	3/6/2018	Case, Walter / Mileage / 18.00 miles @ 0.545	9.81	
EX 0010233	3/7/2018	Case, Walter / Mileage / 18.00 miles @ 0.545	9.81	
EX 0010225	3/7/2018	McMahan, Steve / To ELH Drive / Inspection on ELH / 10.00 miles @ 0.545	5.45	
EX 0010225	3/8/2018	McMahan, Steve / To ELH / Insp on ELH / 10.00 miles @ 0.545	5.45	
EX 0010233	3/8/2018	Case, Walter / Mileage / 18.00 miles @ 0.545	9.81	
EX 0010249	3/8/2018	McInnis, Jamie / Conducted Inspection for operations / 14.00 miles @ 0.545	7.63	
EX 0010249	3/9/2018	McInnis, Jamie / Conducted Inspection for operations / Conducted Inspections operations on jobsite / 13.00 miles @ 0.545	7.09	
EX 0010233	3/9/2018	Case, Walter / Mileage / 18.00 miles @ 0.545	9.81	
EX 0010233	3/12/2018	Case, Walter / Mileage / 18.00 miles @ 0.545	9.81	
EX 0010249	3/12/2018	McInnis, Jamie / Conducted Inspection for operations / Conducted Inspection operations on jobsite. / 13.00 miles @ 0.545	7.09	
EX 0010225	3/12/2018	McMahan, Steve / To ELH / Inspection on ELH / 10.00 miles @ 0.545	5.45	
EX 0010249	3/13/2018	McInnis, Jamie / Conducted Inspection / Conducted Inspection operations on jobsite. / 13.00 miles @ 0.545	7.09	
EX 0010233	3/13/2018	Case, Walter / Mileage / 18.00 miles @ 0.545	9.81	
EX 0010233	3/14/2018	Case, Walter / Mileage / 18.00 miles @ 0.545	9.81	
EX 0010249	3/14/2018	McInnis, Jamie / Conducted Inspection for operations / Met with Contractor Representative and WEI representatives to discuss possible upcoming issues on jobsite. / 13.00 miles @ 0.545	7.09	
EX 0010226	3/14/2018	Edwards, Chadwick / site visit to review traffic control / 10.40 miles @ 0.545	5.67	
EX 0010233	3/15/2018	Case, Walter / Mileage / 18.00 miles @ 0.545	9.81	
EX 0010253	3/16/2018	Edwards, Chadwick / traffic control inspection / 11.60 miles @ 0.545	6.32	
EX 0010253	3/16/2018	Edwards, Chadwick / site visit / 11.20 miles @ 0.545	6.10	
EX 0010258	3/16/2018	Case, Walter / Mileage / Construction review / 16.00 miles @ 0.545	8.72	
EX 0010258	3/19/2018	Case, Walter / Mileage / 21.00 miles @ 0.545	11.45	
EX 0010252	3/19/2018	McMahan, Steve / To ELH / Inspection on ELH / 10.00 miles @ 0.545	5.45	
EX 0010252	3/20/2018	McMahan, Steve / To ELH / Inspection on ELH / 12.00 miles @ 0.545	6.54	
EX 0010258	3/20/2018	Case, Walter / Mileage / 21.00 miles @ 0.545	11.45	
EX 0010258	3/21/2018	Case, Walter / Mileage / 21.00 miles @ 0.545	11.45	

Project	0018008.000	East Lake Harbour Drive Rehabilitat	Invoice	34617
EX 0010252	3/21/2018	McMahan, Steve / To ELH / Marking side street milling / 20.00 miles @ 0.545	10.90	
EX 0010258	3/22/2018	Case, Walter / Mileage / 21.00 miles @ 0.545	11.45	
EX 0010275	3/22/2018	McInnis, Jamie / Construction Operations inspection / 24.50 miles @ 0.545	13.35	
EX 0010286	3/22/2018	Wolfe, Martin / for traffic control inspection / 16.00 miles @ 0.545	8.72	
EX 0010258	3/23/2018	Case, Walter / Mileage / 21.00 miles @ 0.545	11.45	
EX 0010252	3/23/2018	McMahan, Steve / To ELH / Two trips to ELH / 25.00 miles @ 0.545	13.63	
EX 0010258	3/24/2018	Case, Walter / Mileage / 21.00 miles @ 0.545	11.45	
EX 0010258	3/26/2018	Case, Walter / Mileage / 21.00 miles @ 0.545	11.45	
EX 0010252	3/26/2018	McMahan, Steve / To ELH / Inspection on ELH / 10.00 miles @ 0.545	5.45	
EX 0010258	3/27/2018	Case, Walter / Mileage / 16.00 miles @ 0.545	8.72	
EX 0010258	3/28/2018	Case, Walter / Mileage / 16.00 miles @ 0.545	8.72	
EX 0010258	3/29/2018	Case, Walter / Mileage / 16.00 miles @ 0.545	8.72	
EX 0010252	3/29/2018	McMahan, Steve / To ELH / Inspection on ELH / 10.00 miles @ 0.545	5.45	
EX 0010252	3/30/2018	McMahan, Steve / To ELH / Inspection of milling / 10.00 miles @ 0.545	5.45	
EX 0010275	3/30/2018	McInnis, Jamie / Construction Operations Inspection / 24.00 miles @ 0.545	13.08	
Total Reimbursables			397.20	397.20
Total this Project				\$37,333.94
Total this Report				\$37,333.94

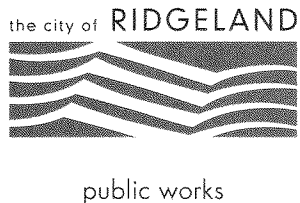
Chris Bryson

From: Rhonda Garner <rhonda.garner@waggonereng.com>
Sent: Wednesday, April 18, 2018 1:25 PM
To: Renee Buckner; Chris Bryson
Cc: Hunter Arnold; Will Pentecost; Lynn Wolfe; Susan Hoover
Subject: STP-6945-00(009)LPA/107557-701000 East Lake Harbour Drive Rehab - CE&I Invoice #1 (2-2018) & CE&I Invoice #2 (3-2018)
Attachments: STP-6945-00(009)LPA_107557701000 E Lake Harbour Dr Rehab_CE&I#1 (2-2018)....pdf;
STP-6945-00(009)LPA_107557701000 E Lake Harbour Dr Rehab_CE&I#2 (3-2018)....pdf

Attached are WEI's CE&I Invoices #1 & #2.

Should you have any questions or require additional information, please contact us. Thank you for your help.

Rhonda Garner | Construction Review Administrator II
Waggoner Engineering, Inc. | 143A LeFleurs Sq. | Jackson, MS 39211
office: 601-355-9526 | fax: 601-352-3945 | Rhonda.Garner@waggonereng.com



MEMORANDUM

TO: Mayor Gene F. McGee and Board of Aldermen

FROM: Christopher W. Bryson, P.E., City Engineer

DATE: April 25, 2018

RE: PRELIMINARY ENGINEERING ESTIMATE #53

Lake Harbour Drive Extension

Highway 51 to Highland Colony Parkway

HPP-8323-00(004)/LPA 104859-811000

We respectfully request the Mayor and Board of Aldermen approve payment in the amount of **\$6,094.26** to Waggoner Engineering, Inc. for work completed on the referenced project during the period between February 1, 2018 and February 28, 2018. MDOT will reimburse 80% of this payment in the amount of **\$4,875.41**. Our local matching responsibility remaining for this period's work is **\$1,218.85**, 20%. MDOT reimbursements for this Preliminary Engineering Contract have been paid through the Estimate No. 51 totaling \$700,408.60.

Upon your approval, the Mayor will need to sign the cover CSU-001 form as our LPA Official. The executed Estimate No. 53 Package should be given to Public Works for submitting digitally to the MDOT LPA Invoice Division for reimbursement.

Thank you for your consideration of our request. Please contact me if you have any questions.

Cc: John M. McCollum, Public Works Director

mailing address: p.o. box 217 • ridgeland, ms 39158
street address: 304 highway 51 • ridgeland, ms 39157
ph: 601.853.2027 • fax: 601.853.2019 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • John M. McCollum - director of public works

board of aldermen: D.L. Smith - at-large • Ken Heard, cmo. mayor pro tempore - ward 1 • Chuck Gautier - ward 2
Kevin Holder, cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Bill Lee - ward 5 • Wesley Hamlin, cmo - ward 6

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
PRELIMINARY ENGINEERING ESTIMATE - RECAP SHEET

SA#4

P.O. No. 3941

Vendor Number 3100034217

Invoice Number : 34559

Project No.	HPP-8323-00(004)LPA 104859 811000	County	Madison
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Sheet No. 1 of

In Account With City of Ridgeland, P O Box 217, Ridgeland, MS 39158

Contract Number: CS00003616

Est. No.	53	(Progress Estimate / Final)	Period	February 1, 2018	THRU	February 28, 2018
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Document No.

	Line Item	OCA	User Code 1	Object	Project Number / Detail Code	User Code 2	Current Period	Previous Estimate	Total Allowed to Date	
Total Participating Cost	001	037010	153	1612	104859 811000	1	\$6,094.26	\$892,204.74	\$898,299.00	
Total							\$6,094.26	\$892,204.74	\$898,299.00	
							\$0.00	\$0.00	\$0.00	
Total All Work Due							\$6,094.26	\$892,204.74	\$898,299.00	
Total Net Work Due							\$6,094.26	\$892,204.74	\$898,299.00	
Invoice Submitted Original Signed Waggoner Engineering					Current Termination Date of Contract: 12/31/2018		AMOUNT OF PAYMENT FOR ALL ESTIMATES SHOULD BE TO THE NEAREST CENTS (\$0.00).			
LPA Official City of Ridgeland					(*** No Work is reimbursable after the termination date has been exceeded***)					
MDOT Consultant Admin					Maximum Amount Allowed for Project (Total Net Work Due): 999,338.10					
Consultant Services Director, Scot Ehrgott										
% Matching Funds Deduction for LPA	20.00000%	001	037010	153	1612	104859 811000	1	(\$1,218.85)	(\$178,440.95)	(\$179,659.80)
TOTAL Net Amount Owed to the LPA							\$4,875.41	\$713,763.79	\$718,639.20	

**STATEMENT OF LOCAL PUBLIC AGENCY
PROGRESS AND FINAL ESTIMATES FOR CONSTRUCTION**

CAD-001 and CAD-002

State of Mississippi

County: Madison

Local Public Agency (LPA): City of Ridgeland

Project Number: HPP-8323-00(004)LPA 104859 811000

Project Description:

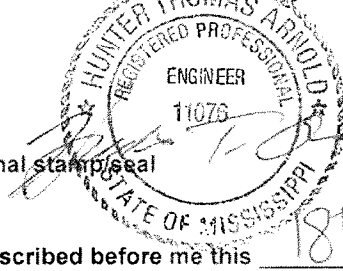
Lake Harbour Drive Extension between US Highway 51 and Highland Colony Parkway

Project Engineer/Architect's Name: Hunter Arnold, P. E.

I, Hunter Arnold, P. E., hereby verify for the attached estimate on the above listed project that:

- a. All computations have been checked and are correct.
- b. The final total amount allowed to the contractor is accurate and proper.
- c. The last payment to the contractor is the difference between the amount previously paid the contractor and the total amount owed to the contractor.
- d. All quantities listed are accurate and proper.
- e. I understand that payment to the contractor will be based exclusively on my signature on the CAD-001 for which I bear full responsibility.

Professional stamp/seal



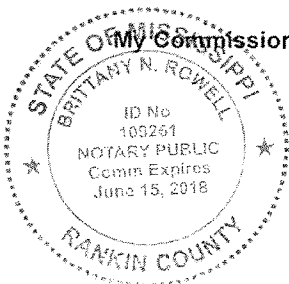
Hunter T. Arnold
Project Engineer/Architect (signature)

Sworn to and subscribed before me this 18th day of April, 2018.

Notary stamp/seal

My Commission Expires:

June 15, 2018



Brittany N. Rowell
Notary (signature)



P.O. Box 12227
Jackson, MS 39236-2227

601-355-9526 Voice
601-352-3945 Fax

City of Ridgeland
Attn: David Overby
P. O. Box 217
Ridgeland, MS 39158

March 14, 2018
Project No: T012094.002
Invoice No: 34559

LAKE HARBOUR DRIVE EXTENSION

Professional services in accordance with contract Supplemental Agreement No: 4 dated February 21, 2018 as relates to Project No. HPP-8323-00(004) in Madison County, Mississippi.

Professional Services from February 1, 2018 to February 28, 2018

Phase 000001 Supplemental Agreement #4

Professional Personnel

	Hours	Rate	Amount	
PROJECT MANAGER				
Edwards, Chadwick	16.00	49.56	792.96	
SR PROJECT ENGINEER				
James, William	6.00	40.00	240.00	
Williams, David	12.00	48.59	583.08	
CADD TECHNICIAN III				
Robinson, Glenn	11.00	29.81	327.91	
Totals	45.00		1,943.95	
Total Labor		2.9251 times	1,943.95	5,686.25
		Total this Task		\$5,686.25
		Total this Task		0.00

Fee

Billing Phase	Fee	Percent Complete	Earned	
75% Fixed Fee	6,252.21	6.4209	401.45	
25% Fixed Fee	2,084.07	0.00	0.00	
Total Fee	8,336.28		401.45	
	Previous Fee Billing		0.00	
	Current Fee Billing		401.45	
Total Fee				401.45
		Total this Task		\$401.45

Fee

Billing Phase	Fee	Percent Complete	Earned	
0.43% FCCM Overhead	102.12	6.4209	6.56	
Total Fee	102.12		6.56	
	Previous Fee Billing		0.00	
	Current Fee Billing		6.56	

Project	T012094.002	Supplemental Agreement #4	Invoice	34559
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Total Fee	6.56
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Total this Task	\$6.56
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Billing Limits	Current	Prior	To-Date	
Total Billings	6,094.26	0.00	6,094.26	
Limit			88,557.93	
Remaining			82,463.67	
		Total this Phase		\$6,094.26
		Total this Invoice		<u>\$6,094.26</u>

Billings to Date	Current	Prior	Total
Fee	408.01	0.00	408.01
Labor	5,686.25	0.00	5,686.25
Totals	6,094.26	0.00	6,094.26

Project	T012094.002	Supplemental Agreement #4	Invoice	34559
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Billing Backup

Waggoner Engineering, Inc.

Invoice 34559 Dated 3/14/2018

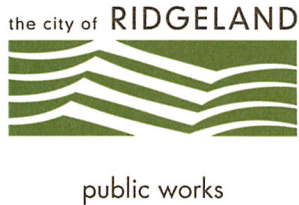
Tuesday, April 17, 2018

10:21:51 AM

Phase 000001 Supplemental Agreement #4

Professional Personnel

		Hours	Rate	Amount	
PROJECT MANAGER					
513 - Edwards, Chadwick	2/26/2018	8.00	49.56	396.48	
513 - Edwards, Chadwick	2/27/2018	4.00	49.56	198.24	
513 - Edwards, Chadwick	2/28/2018	4.00	49.56	198.24	
SR PROJECT ENGINEER					
531 - James, William	2/26/2018	2.00	40.00	80.00	
531 - James, William	2/27/2018	2.00	40.00	80.00	
531 - James, William	2/28/2018	2.00	40.00	80.00	
531 - Williams, David	2/21/2018	3.00	48.59	145.77	
531 - Williams, David	2/23/2018	1.00	48.59	48.59	
531 - Williams, David	2/27/2018	4.00	48.59	194.36	
531 - Williams, David	2/28/2018	4.00	48.59	194.36	
CADD TECHNICIAN III					
562 - Robinson, Glenn	2/21/2018	7.00	29.81	208.67	
562 - Robinson, Glenn	2/26/2018	2.00	29.81	59.62	
562 - Robinson, Glenn	2/27/2018	2.00	29.81	59.62	
Totals		45.00		1,943.95	
Total Labor			2.9251 times	1,943.95	5,686.25
			Total this Task		\$5,686.25
Fee					401.45
			Total this Task		\$401.45
Fee					6.56
			Total this Task		\$6.56
			Total this Phase		\$6,094.26
			Total this Project		\$6,094.26
			Total this Report		\$6,094.26



MEMORANDUM

TO: Mayor Gene F. McGee and Board of Aldermen

FROM: Christopher W. Bryson, P.E., City Engineer

DATE: April 25, 2018

RE: PRELIMINARY ENGINEERING ESTIMATE #54
Lake Harbour Drive Extension
Highway 51 to Highland Colony Parkway
HPP-8323-00(004)/LPA 104859-811000

We respectfully request the Mayor and Board of Aldermen approve payment in the amount of **\$24,585.63** to Waggoner Engineering, Inc. for work completed on the referenced project during the period between March 1, 2018 and March 31, 2018. MDOT will reimburse 80% of this payment in the amount of **\$19,668.50**. Our local matching responsibility remaining for this period's work is **\$4,917.13**, 20%. MDOT reimbursements for this Preliminary Engineering Contract have been paid through the Estimate No. 51 totaling \$700,408.60.

Upon your approval, the Mayor will need to sign the cover CSU-001 form as our LPA Official. The executed Estimate No. 54 Package should be given to Public Works for submitting digitally to the MDOT LPA Invoice Division for reimbursement.

Thank you for your consideration of our request. Please contact me if you have any questions.

Cc: John M. McCollum, Public Works Director

mailing address: p.o. box 217 • ridgeland, ms 39158
street address: 304 highway 51 • ridgeland, ms 39157
ph: 601.853.2027 • fax: 601.853.2019 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • John M. McCollum - director of public works

board of aldermen: D.I. Smith - at-large • Ken Heard, cmo, mayor pro tempore - ward 1 • Chuck Gautier - ward 2
Kevin Holder, cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Bill Lee - ward 5 • Wesley Hamlin, cmo - ward 6

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION
PRELIMINARY ENGINEERING ESTIMATE - RECAP SHEET**

P.O. No. 3941

Invoice Number : 34623
Sheet No. 1 of

Document No. _____

[illegible]

**STATEMENT OF LOCAL PUBLIC AGENCY
PROGRESS AND FINAL ESTIMATES FOR CONSTRUCTION**

CAD-001 and CAD-002

State of Mississippi

County: Madison

Local Public Agency (LPA): City of Ridgeland

Project Number: HPP-8323-00(004)LPA 104859 811000

Project Description:

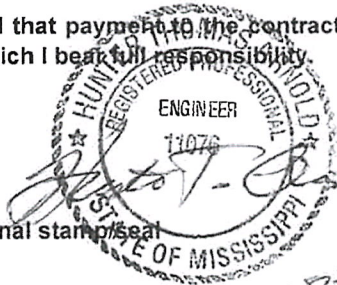
Lake Harbour Drive Extension between US Highway 51 and Highland Colony Parkway

Project Engineer/Architect's Name: Hunter Arnold, P. E.

I, Hunter Arnold, P. E., hereby verify for the attached estimate on the above listed project that:

- a. All computations have been checked and are correct.
- b. The final total amount allowed to the contractor is accurate and proper.
- c. The last payment to the contractor is the difference between the amount previously paid the contractor and the total amount owed to the contractor.
- d. All quantities listed are accurate and proper.
- e. I understand that payment to the contractor will be based exclusively on my signature on the CAD-001 for which I bear full responsibility.

Professional stamp/seal



Project Engineer/Architect (signature)

Sworn to and subscribed before me this 18th day of April, 2018.

Notary stamp/seal

My Commission Expires: June 15, 2018



Notary (signature)

Brittany N. Howell



P.O. Box 12227
Jackson, MS 39236-2227

601-355-9526 Voice
601-352-3945 Fax

City of Ridgeland
Attn: David Overby
P. O. Box 217
Ridgeland, MS 39158

April 10, 2018
Project No: T012094.002
Invoice No: 34623

LAKE HARBOUR DRIVE EXTENSION

Professional services in accordance with contract Supplemental Agreement No: 4 dated February 21, 2018 as relates to Project No. HPP-8323-00(004) in Madison County, Mississippi.

Professional Services from March 1, 2018 to March 31, 2018

Phase 000001 Supplemental Agreement #4

Professional Personnel

	Hours	Rate	Amount	
PRINCIPAL				
Arnold, Hunter	3.00	81.74	245.22	
DISCIPLINE MANAGER				
Edwards, Chadwick	58.00	49.56	2,874.48	
PROJECT MANAGER				
Pentecost, Ben	4.00	45.87	183.48	
SR PROJECT ENGINEER				
Williams, David	62.25	48.59	3,024.73	
DESIGNER				
Mayfield, Thomas	50.00	29.28	1,464.00	
ADMINISTRATIVE I				
Harbuck, Brittany	1.00	19.07	19.07	
CONSTRUCTION REP II				
McMahan, Steve	.50	44.24	22.12	
Totals	178.75		7,833.10	
Total Labor		2.9251 times	7,833.10	22,912.60
		Total this Task		\$22,912.60

Fee

Billing Phase	Fee	Percent Complete	Earned	
75% Fixed Fee	6,252.21	32.75	2,047.60	
25% Fixed Fee	2,084.07	0.00	0.00	
Total Fee	8,336.28		2,047.60	
	Previous Fee Billing		401.45	
	Current Fee Billing		1,646.15	
Total Fee				1,646.15
		Total this Task		\$1,646.15

Fee

Project	T012094.002	Supplemental Agreement #4	Invoice	34623
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Billing Phase	Fee	Percent Complete	Earned	
0.43% FCCM Overhead	102.12	32.75	33.44	
Total Fee	102.12		33.44	
	Previous Fee Billing		6.56	
	Current Fee Billing		26.88	
	Total Fee			26.88
		Total this Task		\$26.88

Billing Limits	Current	Prior	To-Date	
Total Billings	24,585.63	6,094.26	30,679.89	
Limit			88,557.93	
Remaining			57,878.04	
		Total this Phase		\$24,585.63
		Total this Invoice		<u>\$24,585.63</u>

Outstanding Invoices	Number	Date	Balance	
	34559	3/14/2018	6,094.26	
	Total		6,094.26	
		Total Now Due		\$30,679.89

Billings to Date	Current	Prior	Total	
Fee	1,673.03	408.01	2,081.04	
Labor	22,912.60	5,686.25	28,598.85	
Totals	24,585.63	6,094.26	30,679.89	

Billing Backup

Waggoner Engineering, Inc.

Invoice 34623 Dated 4/10/2018

Tuesday, April 17, 2018

10:23:14 AM

Phase 000001 Supplemental Agreement #4

Professional Personnel

		Hours	Rate	Amount
PRINCIPAL				
510 - Arnold, Hunter	3/2/2018	1.00	81.74	81.74
510 - Arnold, Hunter	3/6/2018	1.00	81.74	81.74
510 - Arnold, Hunter	3/7/2018	1.00	81.74	81.74
DISCIPLINE MANAGER				
513 - Edwards, Chadwick	3/1/2018	3.00	49.56	148.68
513 - Edwards, Chadwick	3/5/2018	2.00	49.56	99.12
513 - Edwards, Chadwick	3/5/2018	4.00	49.56	198.24
513 - Edwards, Chadwick	3/6/2018	5.00	49.56	247.80
513 - Edwards, Chadwick	3/7/2018	2.00	49.56	99.12
513 - Edwards, Chadwick	3/7/2018	1.00	49.56	49.56
513 - Edwards, Chadwick	3/8/2018	3.00	49.56	148.68
513 - Edwards, Chadwick	3/8/2018	3.00	49.56	148.68
513 - Edwards, Chadwick	3/9/2018	3.00	49.56	148.68
513 - Edwards, Chadwick	3/9/2018	3.00	49.56	148.68
513 - Edwards, Chadwick	3/12/2018	2.50	49.56	123.90
513 - Edwards, Chadwick	3/12/2018	1.00	49.56	49.56
513 - Edwards, Chadwick	3/13/2018	1.00	49.56	49.56
513 - Edwards, Chadwick	3/13/2018	4.00	49.56	198.24
513 - Edwards, Chadwick	3/14/2018	1.00	49.56	49.56
513 - Edwards, Chadwick	3/19/2018	2.00	49.56	99.12
513 - Edwards, Chadwick	3/20/2018	3.00	49.56	148.68
513 - Edwards, Chadwick	3/21/2018	1.00	49.56	49.56
513 - Edwards, Chadwick	3/26/2018	2.50	49.56	123.90
513 - Edwards, Chadwick	3/27/2018	2.00	49.56	99.12
513 - Edwards, Chadwick	3/29/2018	6.00	49.56	297.36
513 - Edwards, Chadwick	3/30/2018	3.00	49.56	148.68
PROJECT MANAGER				
526 - Pentecost, Ben	3/1/2018	.25	45.87	11.47
526 - Pentecost, Ben	3/2/2018	.50	45.87	22.94
526 - Pentecost, Ben	3/6/2018	.25	45.87	11.47
526 - Pentecost, Ben	3/8/2018	.50	45.87	22.94
526 - Pentecost, Ben	3/19/2018	1.00	45.87	45.84
526 - Pentecost, Ben	3/21/2018	.50	45.87	22.94
526 - Pentecost, Ben	3/27/2018	.50	45.87	22.94
526 - Pentecost, Ben	3/30/2018	.50	45.87	22.94
SR PROJECT ENGINEER				
531 - Williams, David	3/1/2018	2.00	48.59	97.18
531 - Williams, David	3/2/2018	2.00	48.59	97.18
531 - Williams, David	3/5/2018	4.00	48.59	194.36
531 - Williams, David	3/7/2018	4.00	48.59	194.36
531 - Williams, David	3/8/2018	6.00	48.59	291.54
531 - Williams, David	3/9/2018	4.00	48.59	194.36
531 - Williams, David	3/12/2018	4.00	48.59	194.36
531 - Williams, David	3/13/2018	3.00	48.59	145.77
531 - Williams, David	3/14/2018	5.00	48.59	242.95
531 - Williams, David	3/14/2018	3.00	48.59	145.77
531 - Williams, David	3/15/2018	5.00	48.59	242.95
531 - Williams, David	3/16/2018	2.00	48.59	97.18

Project	T012094.002	Supplemental Agreement #4			Invoice	34623
531 - Williams, David		3/16/2018	.50	48.59	24.30	
531 - Williams, David		3/20/2018	2.00	48.59	97.18	
531 - Williams, David		3/23/2018	1.00	48.59	48.59	
531 - Williams, David		3/23/2018	2.00	48.59	97.18	
531 - Williams, David		3/26/2018	4.00	48.59	194.36	
531 - Williams, David		3/27/2018	3.00	48.59	145.77	
531 - Williams, David		3/29/2018	4.75	48.59	230.80	
531 - Williams, David		3/30/2018	1.00	48.59	48.59	
DESIGNER						
562 - Mayfield, Thomas		3/1/2018	3.00	29.28	87.84	
562 - Mayfield, Thomas		3/2/2018	3.00	29.28	87.84	
562 - Mayfield, Thomas		3/6/2018	6.00	29.28	175.68	
562 - Mayfield, Thomas		3/7/2018	6.00	29.28	175.68	
562 - Mayfield, Thomas		3/9/2018	2.00	29.28	58.56	
562 - Mayfield, Thomas		3/12/2018	2.00	29.28	58.56	
562 - Mayfield, Thomas		3/14/2018	2.00	29.28	58.56	
562 - Mayfield, Thomas		3/15/2018	2.00	29.28	58.56	
562 - Mayfield, Thomas		3/21/2018	6.00	29.28	175.68	
562 - Mayfield, Thomas		3/22/2018	8.00	29.28	234.24	
562 - Mayfield, Thomas		3/23/2018	4.00	29.28	117.12	
562 - Mayfield, Thomas		3/26/2018	6.00	29.28	175.68	
ADMINISTRATIVE I						
571 - Harbuck, Brittany		3/15/2018	1.00	19.07	19.07	
CONSTRUCTION REP II						
577 - McMahan, Steve		3/8/2018	.50	44.24	22.12	
	Totals		178.75		7,833.10	
	Total Labor			2.9251 times	7,833.10	22,912.60
				Total this Task		\$22,912.60
Fee						1,646.15
				Total this Task		\$1,646.15
Fee						26.88
				Total this Task		\$26.88
				Total this Phase		\$24,585.63
				Total this Project		\$24,585.63
				Total this Report		\$24,585.63



public works

MEMORANDUM

TO: Mayor Gene F. McGee and Board of Aldermen

FROM: Christopher W. Bryson, P.E., City Engineer 

DATE: April 25, 2018

RE: **CONTRACTOR SUPPLEMENTAL AGREEMENT NO. 1**
Dickerson & Bowen, Inc.
East Lake Harbour Drive Rehabilitation, Northpark Drive to Breakers Lane
Federal Aid Project No. STP-6945-00(009) LPA/107557-701000
City of Ridgeland, Madison County, Mississippi

We respectfully request the Mayor and Board of Aldermen approve the proposed Supplemental Agreement No. 1 to the Construction Contract with Dickerson & Bowen, Inc. for the subject project in the amount of **\$11,707.00**, pending MDOT written concurrence, for providing additional traffic signal work necessary to complete installation of the original traffic signal equipment included in the Contract.

Upon your approval, the Mayor will execute the agreement after we receive the MDOT approved and executed copies from the MDOT District Engineer. At that time we can notify our Contractor to commence work on the items included with the agreement. MDOT will reimburse 80% of this Supplemental Agreement expense, and the City of Ridgeland will be responsible for the remaining 20%.

Thank you for your consideration of our request. Please contact me if you have any questions.

Cc: John M. McCollum, Public Works Director

mailing address: p.o. box 217 • ridgeland, ms 39158
street address: 304 highway 51 • ridgeland, ms 39157
ph: 601.853.2027 • fax: 601.853.2019 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • John M. McCollum - director of public works

board of aldermen: D.I. Smith - at-large • Ken Heard, cmo, mayor pro tempore - ward 1 • Chuck Gautier - ward 2
Kevin Holder, cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Bill Lee - ward 5 • Wesley Hamlin, cmo - ward 6

DICKERSON



BOWEN

A HIGHWAY CONSTRUCTION COMPANY

April 25, 2018

Mr. Lynn Wolfe, P.E.
Waggoner Engineering Inc.
143-A LeFluers Square
Jackson, Ms., 39047

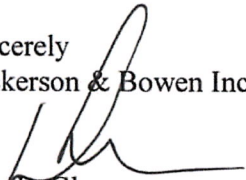
Re: STP-6945-00(009)LPA/1075578-701000
East Lake Harbour Drive

Dear Mr. Wolfe

Enclosed are Four(4) copies of Supplemental Agreement No. 1 for modifications to traffic signals @ Old Canton Road on the above referenced project.

We are going to request that Lewis Electric Inc. proceed with this work as soon as possible.

Sincerely
Dickerson & Bowen Inc.



Don L. Glenn
P.O. Box 22766
Jackson, Ms., 39225

enclosures

City of Ridgeland Mississippi
 Project No. STP-6945-00(009)LPA/107557mmm-
701000

SUPPLEMENTAL AGREEMENT NO. 1

WHEREAS, WE, Dickerson and Bowen, Inc., Contractor, and Hartford Accident and Indemnity Company, Surety, entered into a contract with the the City of Ridgeland, Mississippi, LPA, on the 17th day of January, 2018,, for the construction of Federal Aid Project No. STP-6945-00(009)LPA/107557-701000 Madison County; and

WHEREAS: The project provides for the Rehabilitation of East Lake Harbour Drive including mill, overlay and traffic signal upgrade; and

WHEREAS: The contract requires for an upgrade of signals at Northpark Drive, Old Canton Road and Harbour Pointe Crossing, and

WHEREAS: In order to provide the above upgrades, 85 LF of Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 3", 112 LF of Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 2', 1 EA - Modify Existing Traffic Signal Cabinet Assembly, 65 LF of Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 8 Conductor must be added to the contract as a lump sum total of \$11,707.00, and

WHEREAS: The Contractor has provided satisfactory justification for the unit prices provided; and

WHEREAS: The LPA desires to add these pay items to the Contract.

NOW, THEREFORE: It is mutually agreed by all parties concerned that as a result of this additional work, no additional time will be added to the Contract. It is further mutually agreed that payment for the work addressed herein, which is not already a part of the Contract, shall be made under the following pay item and unit price, which shall be full and final compensation for all materials, labor, equipment, and other items necessary to complete the work:

<u>Pay Item No.</u>	<u>Description of Item</u>	<u>Unit</u>	<u>Unit Price</u>
620-B001 S/A-	Requisite Work, Traffic Signal/Cabinet Modifications	LS	\$11,707.00
	Total		\$11,707.00

See attached breakdown for justification.

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

This Supplemental Agreement has been discussed with Dana Cleveland and Robby Pierce (District 5 LPA) and Michael Hogan (Construction Division Area Engineer),

NOW, THEREFORE, WE, Dickerson and Bowen, Inc., Contractor, and Hartford Accident and Indemnity

City of Ridgeland Mississippi
 Project No. STP-6945-00(009)LPA/107557mmm-
701000
SUPPLEMENTAL AGREEMENT NO. 1

Company, Surety, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

Dated, this 25th day of April, 2018.

Hartford Accident and Indemnity Company
 Surety

Dickerson & Bowen Inc
 Contractor

By: Joshua T. Jones 4/25/18
 Joshua T. Jones Date

Aut. William 4/25/18
 Date

RECOMMENDED FOR APPROVAL:

[Signature] 4/25/18
 LPA Project Engineer/Architect Date

 MDOT District Engineer Date

 MDOT State Construction Engineer Date

 MDOT Executive Director Date
 for the Mississippi Transportation Commission

* Book _____ Page _____

APPROVED:

 LPA OFFICIAL Date

* {concurrence only for Supplemental Agreements adding a "stand-alone" time extension or exceeding \$100,000}

City of Ridgeland Mississippi
Project No. STP-6945-00(009)LPA/107557mmm-
701000
SUPPLEMENTAL AGREEMENT NO. 1

DETAIL EXPLANATION OF NECESSITY OF WORK INVOLVED:

The project provides for the rehabilitation of East Lake Harbour Drive including milling, overlay and traffic signal upgrade. The existing conduits were too small to accommodate the added signal wiring. In addition, the City of Ridgeland desires to upgrade an existing signal cabinet with a better cabinet. Therefore, it is necessary that this work be added to the existing contract as a Lump Sum under Pay Item 620-B001 S/A- Requisite Work, Traffic Signal/Cabinet Modifications.

JUSTIFICATION OF UNIT PRICES SUBMITTED:

<u>Pay Item No.</u>	<u>Description of Item</u>	<u>Unit</u>	<u>Unit Price</u>
620-B001	S/A-Requisite Work, Traffic Signal/Cabinet Modifications	LS	\$11,707.00
	Total		\$11,707.00

* This price has been reviewed by MDOT Construction Division and are deemed acceptable.

Project Professional

LPA Official

DICKERSON



BOWEN

A HIGHWAY CONSTRUCTION COMPANY

April 24, 2018

Mr. Lynn Wolfe, P.E.
Waggoner Engineering Inc.
143-A LeFluers Square
Jackson, Ms., 39047
via e-mail hard copy by mail

Re: STP-6945-00(009)LPA/1075578-701000
East Lake Harbour Drive

Dear Mr. Wolfe

In regards to the various proposals and conversations concerning our proposed supplemental agreement for the modifications to traffic signals @ Old Canton Road we are submitting the following for consideration and approval. This "revision" is to expedite the completion of the project. any further delays in this agreement will delay the completion of the project. Your should further note that Dickerson & Bowen is passing on the subcontractor cost with no markup for Dickerson & Bowen Inc.

Item 10—3" Directional Bore—85 L.F. @ \$32.00 per l.f. -----	\$2,720.00
Item 20—2" Directional Bore—112 L.F. @ \$28.00 per l.f. -----	\$3,136.00
Item 30—Cabinet Modifications @ Old Canton Road 1 each-----	\$1,631.00
Item 40—Traffic Signal Cable #14, 8 Conductor 65 lf. @28 l.f. --	\$1,820.00
Item 50—Mobilization 1 L.S. -----	\$1,200.00
Item 60---Maintenance of Traffic 1 L.S.-----	\$1,200.00
Total -----	\$11,707.00

We are further attaching a copy of Lewis Electric's quote in support of these prices.
Your earliest possible response to this submittal will be appreciated.

Sincerely
Dickerson & Bowen Inc.

Don M. Glenn
P.O. Box 22766
Jackson, Ms., 39225

cc: Chris Bryson, Ridgeland City Engineer

LEWIS ELECTRIC, INC.

P.O. BOX 320337
 FLOWOOD, MS 39232-0337
 601-932-0101 / 601-709-0866 (FAX)
 FED ID #64-0823637

QUOTE

DATE	QUOTE #
4/11/2018	17102701

PROJECT NAME/LOCATION
EAST LAKE HARBOR CHANGE ORDER #1
RIDGELAND MS

10.00	Note 4	3" Directional Bore	85.00	LF	\$	32.00	\$	2,720.00
20.00	Note 4	2" Directional Bore	112.00	LF	\$	28.00	\$	3,136.00
30.00	Note 5	Cabinet Modifications @ Old Canton (SWAP Cabinet)	1.00	EA	\$	1,631.00	\$	1,631.00
40.00	Note 6	Traffic Signal Cable, #14, 8 Conductor	65.00	LF	\$	28.00	\$	1,820.00
50.00	Note 7	Mobilization	1.00	LS	\$	1,200.00	\$	1,200.00
60.00	Note 8	Maintenance of Traffic	1.00	LS	\$	1,200.00	\$	1,200.00
TOTAL ITEMS:								\$ 11,707.00

NOTES:

- 1.00 Lewis Electric is a certified WBE Contractor
- 2.00 Bonded/Insured by Botrell/Travelers Insurance
- 3.00 Tax and Bond Included at 4.5%
- 4.00 The above average price for the directional bores is due to the low quantity of the pay item and the locations of said items. The boring contractor will have to do a full setup at one intersection to place a single 2" bore and another full setup at a different intersection to place a single 3" bore. This is an above average amount of setup and takedown to place less than 200' of conduit.
- 5.00 This price includes the shutdown, disconnection of all cables and fibers, removal of existing cabinet, transportation of existing cabinet to city facilities, pickup and transportation of the new cabinet, mounting, reconnection, and startup of the new cabinet.
- 6.00 The above average price for 8 conductor is due to the request that all the wire to be replaced is in the pole shaft and arm. This requires all signal heads to be disconnected and removed, new wire pulled in from multiple bucket trucks, signal heads to be remounted, reconnected and tested while intersection is completely shutdown.
- 7.00 LEI is required to remobilize to jobsite and boring sub is required to mobilize along with two different rolls of conduit.
- 8.00 Traffic must be maintained around bucket trucks in roadway and while intersection is shutdown for cabinet swap and cable replacement.

Daniel Steadham

Daniel Steadham / Estimator
 601.580.7391 / 601.932.0101

RESOLUTION APPROVING BUDGET AMENDMENT

WHEREAS, Paula Tierce, City Clerk, requests a budget amendment decreasing account 007-000-192 (Tree Mitigation Fund Balance) \$10,000.00 and increasing account 007-410-540 (Tree Mitigation Fund Operating Expense) for the purchase of trees to replace the dead trees located on Pear Orchard, Lake Harbour, and Old Canton.

WHEREAS, Paula Tierce, City Clerk, requests a budget amendment increasing funds 001-450-833 (General Fund – Debt Service) \$22,101.00, account 001-450-834 (General Fund – Debt Service) \$2,607.00, and decreasing accounts 001-010-635 (Judicial Equipment Repair & Maintenance) \$2,582.00, 001-020-635 (Mayor & Board – Equipment Repair & Maintenance) \$2,029.00, 001-040-635 (Financial Administration –Equipment Repair & Maintenance), 001-100-635 (Police Equipment Repair & Maintenance), 001-160-635 (Fire Equipment Repair & Maintenance) \$2,398.00, 001-180-635 (Community Development Equipment Repair & Maintenance) \$2,398.00, 001-201-635 (Street Equipment Repair & Maintenance) \$1,106.00, 001-340-635 (Parks Equipment Repair & Maintenance) \$1,843.00, and 400-650-635 (Public Utilities Equipment Repair & Maintenance) \$2,213.00 to correct the payment of the lease of the phone system that was funded and paid from the Equipment Repair & Maintenance line item in each department and should have been funded and paid from the General Fund Debt Service line item.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF RIDGELAND, MISSISSIPPI, approved the budget amendment decreasing account 007-000-192 (Tree Mitigation Fund Balance) \$10,000.00 and increasing account 007-410-540 (Tree Mitigation Fund Operating Expense) for the purchase of trees to replace the dead trees located on Pear Orchard, Lake Harbour, and Old Canton and the budget amendment increasing funds 001-450-833 (General Fund – Debt Service) \$22,101.00, account 001-450-834 (General Fund – Debt Service) \$2,607.00, and decreasing accounts 001-010-635 (Judicial Equipment Repair & Maintenance) \$2,582.00, 001-020-635 (Mayor & Board – Equipment Repair

& Maintenance) \$2,029.00, 001-040-635 (Financial Administration –Equipment Repair & Maintenance), 001-100-635 (Police Equipment Repair & Maintenance), 001-160-635 (Fire Equipment Repair & Maintenance) \$2,398.00, 001-180-635 (Community Development Equipment Repair & Maintenance) \$2,398.00, 001-201-635 (Street Equipment Repair & Maintenance) \$1,106.00, 001-340-635 (Parks Equipment Repair & Maintenance) \$1,843.00, and 400-650-635 (Public Utilities Equipment Repair & Maintenance) \$2,213.00 to correct the payment of the lease of the phone system that was funded and paid from the Equipment Repair & Maintenance line item in each department and should have been funded and paid from the General Fund Debt Service line item.

That public interest and necessity require same, this Resolution shall become effective upon passage.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Alderman _____, seconded by Alderman _____, and was adopted by the following, to-wit:

ALDERMAN D. I. SMITH VOTED:
ALDERMAN KEN HEARD VOTED:
ALDERMAN CHUCK GAUTIER VOTED:
ALDERMAN KEVIN HOLDER VOTED:
ALDERMAN BRIAN RAMSEY VOTED:
ALDERMAN BILL LEE VOTED:
ALDERMAN WES HAMLIN VOTED:

The Mayor thereby declared the motion carried and the Resolution adopted, this the _____ day of May, 2018.

GENE F. MCGEE, MAYOR

ATTEST:

PAULA TIERCE, CITY CLERK

Mills, Scanlon, Dye & Pittman

Jerry L. Mills
John P. Scanlon
John T. Wakeland

ATTORNEYS AT LAW
800 Avery Boulevard North, Suite 101
Ridgeland, Mississippi 39157

Telephone:
(601) 957-2600
Facsimile:
(601) 957-7440

Brad Dye, Of Counsel
Edwin L. Pittman, Of Counsel

James H. Gabriel (1948-2016)
Carolyn B. Mills (1947-2017)

April 25, 2018

Honorable Gene F. McGee
Mayor, City of Ridgeland
Post Office Box 217
Ridgeland, MS 39158

Re: General Legal Services

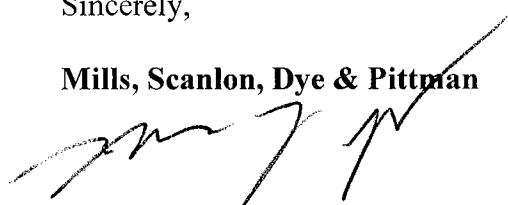
Dear Mayor McGee:

I am enclosing our statements for services rendered and expenses incurred in connection with the above-referenced matters through April 20, 2018. Should there be any questions or the need for additional information following your review of the statements, please give me a call at your earliest convenience. Otherwise, I would appreciate your placing the statements in line for payment.

Please make checks payable to Mills, Scanlon, Dye & Pittman

Sincerely,

Mills, Scanlon, Dye & Pittman



Jerry L. Mills

JLM/mmh
Enclosure(s)

Mills, Scanlon, Dye & Pittman

Jerry L. Mills
John P. Scanlon
John T. Wakeland

ATTORNEYS AT LAW
800 Avery Boulevard North, Suite 101
Ridgeland, Mississippi 39157

Telephone:
(601) 957-2600
Facsimile:
(601) 957-7440

Brad Dye, Of Counsel
Edwin L. Pittman, Of Counsel

James H. Gabriel (1948-2016)
Carolyn B. Mills (1947-2017)

April 25, 2018

CITY OF RIDGELAND
STATEMENTS FOR SERVICES RENDERED
Through April 20, 2018

Tax ID No. 64-0777372

001-060-601	RETAINER	600.00
001-060-601	GENERAL LEGAL	3,357.33
001-090-601	PLANNING & ZONING	2,049.75
001-100-601	POLICE	45.00
001-201-601	PUBLIC WORKS	105.00
001-340-601	PARKS & RECREATION	75.00

TOTAL DUE: \$6,232.08

PYLE, MILLS & DYE, P.A.
800 AVERY BOULEVARD NORTH
SUITE 101
RIDGELAND, MISSISSIPPI 39157

TAX ID# 64-0777372

CITY OF RIDGELAND
POST OFFICE BOX 217
RIDGELAND MS 39158

ATTN: MAYOR GENE MCGEE

Page: 1
04/25/2018
ACCOUNT NO: 500-0000M
STATEMENT NO: 334

001-060-601
RETAINER

			HOURS	
04/02/2018	JPS	AGENCY APPEARANCE AT WORK SESSION	1.00	75.00
	JLM	ATTEND WORK SESSION	1.00	75.00
04/03/2018	JLM	MEETING WITH MAYOR	1.00	75.00
	JLM	ATTEND BOARD MEETING	1.00	75.00
04/16/2018	JLM	ATTEND WORK SESSION	1.00	75.00
04/17/2018	JPS	MAYOR'S MEETING	1.00	75.00
	JLM	MEETING WITH MAYOR	1.00	75.00
	JLM	ATTEND BOARD MEETING	1.00	75.00
		FOR CURRENT SERVICES RENDERED	8.00	600.00

	RECAPITULATION		
TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JERRY L. MILLS	6.00	\$75.00	\$450.00
JOHN P. SCANLON	2.00	75.00	150.00

TOTAL CURRENT WORK 600.00

BALANCE DUE \$600.00

HANDLING CHARGES ACCRUE AFTER THIRTY
(30) DAYS AT THE RATE OF 1.5 % PER MONTH
ON ALL UNPAID BALANCES

PYLE, MILLS & DYE, P.A.
800 AVERY BOULEVARD NORTH
SUITE 101
RIDGELAND, MISSISSIPPI 39157

TAX ID# 64-0777372

CITY OF RIDGELAND
POST OFFICE BOX 217
RIDGELAND MS 39158

Page: 1
04/25/2018
ACCOUNT NO: 500-1000M
STATEMENT NO: 279

ATTN: MAYOR GENE MCGEE

001-060-601 - GENERAL LEGAL

			HOURS
03/27/2018	JLM	COPPER RIDGE: RESEARCH; REVIEW DOCUMENTS	2.30
	JLM	WASTEWATER: RECEIPT AND REVIEW OF DOCUMENTS RE MADISON COUNTY WASTEWATER	1.40
	JLM	GENERAL: RECEIPT AND REVIEW OF CORRESPONDENCE FROM MAYOR WITH ENCLOSURE	0.90
03/29/2018	JPS	GENERAL: TELEPHONE CONFERENCE(S) AND CORRESPONDENCE RE CHRIS ADAMS LETTER	0.30
	JPS	GENERAL: CORRESPONDENCE RE REGISTERED LETTER TO CHRIS ADAMS	0.20
	JLM	WASTEWATER: RECEIPT AND REVIEW OF CORRESPONDENCE AND COPIES OF WASTEWATER DOCUMENTS	0.80
03/30/2018	JPS	GENERAL: CORRESPONDENCE RE REGISTERED LETTER TO CHRIS ADAMS	0.20
	JLM	COPPER RIDGE: RECEIPT AND REVIEW OF CORRESPONDENCE	0.20
04/02/2018	JPS	GENERAL: DRAFT OF DOCUMENT(S) - CORRESPONDENCE, DEMAND LETTER FOR COUNTY LINE ROAD DAMAGE; CORRESPONDENCE TO MAYOR RE CERTIFIED MAIL	0.40
04/04/2018	JPS	WASTEWATER: RECEIPT AND REVIEW OF MADISON COUNTY WASTEWATER AUTHORITY BYLAWS FROM MAYOR; CORRESPONDENCE	0.30
	JPS	COPPER RIDGE: CORRESPONDENCE RE COPPER RIDGE COST ESTIMATE	0.20
	JLM	WASTEWATER: RECEIPT AND REVIEW OF BYLAWS ON MADISON WASTEWATER; TELEPHONE CONFERENCE(S) WITH MAYOR	0.90
	JLM	COPPER RIDGE: RECEIPT AND REVIEW OF COST ESTIMATE FOR COPPER RIDGE; TELEPHONE CONFERENCE(S) WITH M MCCOLLUM	0.30
04/06/2018	JPS	OAKMONT S/D: TELEPHONE CONFERENCE(S) WITH MAYOR RE LETTER OF CREDIT; REVIEW DOCUMENTS; FILE REVIEW	0.20
04/09/2018	JPS	INTERLOCAL: RECEIPT AND REVIEW OF CORRESPONDENCE FROM K. SNELL RE SIGNED INTERLOCAL; CORRESPONDENCE; REVIEW	

001-060-601 - GENERAL LEGAL

			HOURS	
		DOCUMENTS; FILE REVIEW	0.40	
04/10/2018	JLM	LIT: RECEIPT AND REVIEW OF CORRESPONDENCE AND ORDER OF DISMISSAL IN WHITE V. RIDGELAND	0.30	
04/11/2018	JLM	TELEPHONE CONFERENCE(S) H. ADAMS RE TOUCH A TRUCK;	1.20	
	JPS	TELEPHONE CONFERENCE(S) WITH MAYOR AND C. BRYSON	0.20	
	JPS	GENERAL: CORRESPONDENCE RE CERTIFIED MAIL LETTER TO CHRIS ADAMS RE COUNTY LINE ROAD DAMAGE		
04/13/2018	JLM	LEGISLATION: RECEIPT AND REVIEW OF HOUSE BILL 1239; REVIEW DOCUMENTS; CONFERENCE WITH MAYOR	0.70	
04/17/2018	JPS	GENERAL: TELEPHONE CONFERENCE(S) WITH MIKE B. RE EMPLOYEE; FILE REVIEW	0.20	
	JPS	GENERAL: CORRESPONDENCE RE CERTIFIED MAIL LETTER TO C. ADAMS; FILE REVIEW	0.20	
	JLM	COPPER RIDGE: PREPARATION FOR COPPER RIDGE MEETING	1.60	
04/18/2018	JLM	COPPER RIDGE: CONFERENCE WITH BILL FEATHERSTON; PREPARATION FOR AND ATTEND HOMEOWNERS MEETING	3.70	
	JLM	TELECOM: RECEIPT AND REVIEW OF CORRESPONDENCE RE SMALL CELLS	0.40	
04/19/2018	JPS	COSTCO: RECEIPT AND REVIEW OF SCOM OPINION; CONFERENCE WITH JLM; TELEPHONE CONFERENCE(S) AND CORRESPONDENCE WITH CLIENT AND CO-COUNSEL	1.50	
	JLM	COSTCO: RECEIPT AND REVIEW OF OPINION	1.30	
04/20/2018	JPS	TELEPHONE CONFERENCE(S) WITH CO-COUNSEL; CONFERENCE WITH JLM; REVIEW DOCUMENTS - OPINION	1.20	
		FOR CURRENT SERVICES RENDERED	21.50	3,225.00

RECAPITULATION			
TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JERRY L. MILLS	16.00	\$150.00	\$2,400.00
JOHN P. SCANLON	5.50	150.00	825.00

03/31/2018	COURT COSTS - QUARTERLY MEC DOC FEES THROUGH 3/31/2018	0.20
04/02/2018	POSTAGE	6.88
04/23/2018	PHOTOCOPY EXPENSE THROUGH 4/20/2018	125.25
	TOTAL EXPENSES	132.33
	TOTAL CURRENT WORK	3,357.33
	BALANCE DUE	<u>\$3,357.33</u>

PYLE, MILLS & DYE, P.A.
800 AVERY BOULEVARD NORTH
SUITE 101
RIDGELAND, MISSISSIPPI 39157

TAX ID# 64-0777372

CITY OF RIDGELAND
POST OFFICE BOX 217
RIDGELAND MS 39158

ATTN: MAYOR GENE MCGEE

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001-090-601 - PLANNING & ZONING

			HOURS
03/06/2018	JPS	ZONING: RECEIPT AND REVIEW OF EMAIL FROM MD WITH AGENDA AND BACKUP; CORRESPONDENCE	0.20
04/05/2018	JPS	ZONING: TELEPHONE CONFERENCE(S) WITH A.H.; CONFERENCE WITH JLM; CORRESPONDENCE TO JORDAN L.; CORRESPONDENCE WITH ZONING BOARD	0.40
	JLM	ZONING: PREPARATION FOR AND ATTEND ZONING BOARD MEETING	1.60
	JLM	ZONING: RECEIPT AND REVIEW OF CORRESPONDENCE AND DOCUMENTS	0.20
04/10/2018	JLM	ZONING BOARD: PREPARATION OF POWER POINT AND INFORMATION FOR ZONING BOARD PRESENTATION	1.40
	JLM	ZONING: PREPARATION OF ZONING MINUTES, ORDINANCE AND RESOLUTION	1.30
04/12/2018	JPS	ZONING: REVIEW DOCUMENT(S) - ZONING BOARD PACKET AND CORRESPONDENCE	0.30
04/16/2018	JPS	ZONING: CORRESPONDENCE RE MEETING AND ORIENTATION; CONFERENCE WITH JLM; CORRESPONDENCE; REVIEW DOCUMENTS - SLIDE SHOW PRESENTATION	0.60
04/17/2018	JLM	ZONING: RECEIPT AND REVIEW OF CORRESPONDENCE AND RESEARCH RE KROGER STATION	1.50
04/18/2018	JLM	RECEIPT AND REVIEW OF CORRESPONDENCE RE TOWERY PROPERTY	0.20
	JLM	ZONING: PREPARATION FOR ZONING MEETING	2.70
04/19/2018	JPS	ZONING: REVIEW DOCUMENT(S) - ZONING BOARD PRESENTATION; CONFERENCE WITH JLM; CORRESPONDENCE; ATTENDANCE AT MEETING	1.00
	JLM	ZONING: ATTEND ZONING BOARD MEETING	1.90
04/20/2018	JPS	ZONING: CORRESPONDENCE RE MEETING	0.10

001-090-601 - PLANNING & ZONING

	HOURS	
FOR CURRENT SERVICES RENDERED	13.40	2,010.00

	RECAPITULATION		
<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
JERRY L. MILLS	10.80	\$150.00	\$1,620.00
JOHN P. SCANLON	2.60	150.00	390.00

04/23/2018	PHOTOCOPY EXPENSE THROUGH 4/20/2018	39.75
	TOTAL EXPENSES	39.75
	TOTAL CURRENT WORK	2,049.75
	BALANCE DUE	<u>\$2,049.75</u>

HANDLING CHARGES ACCRUE AFTER THIRTY
(30) DAYS AT THE RATE OF 1.5 % PER MONTH
ON ALL UNPAID BALANCES

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001-100-601 - POLICE

			HOURS	
04/19/2018	JPS	RECEIPT AND REVIEW OF FROM P.T. WHITE CONSTRUCTION CONTRACT; CORRESPONDENCE; FILE REVIEW	0.30	
		FOR CURRENT SERVICES RENDERED	0.30	45.00
RECAPITULATION				
	<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
	JOHN P. SCANLON	0.30	\$150.00	\$45.00
TOTAL CURRENT WORK				45.00
BALANCE DUE				<u>\$45.00</u>

HANDLING CHARGES ACCRUE AFTER THIRTY
(30) DAYS AT THE RATE OF 1.5 % PER MONTH
ON ALL UNPAID BALANCES

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ATTN: MAYOR GENE MCGEE

001-201-601 - PUBLIC WORKS

			HOURS	
03/13/2018	JPS	ROW: RECEIPT AND REVIEW OF ROW MINUTES FROM MM; CORRESPONDENCE	0.20	
03/27/2018	JPS	ROW: RECEIPT AND REVIEW OF ROW MINUTES, CORRESPONDENCE	0.30	
04/11/2018	JPS	ROW: RECEIPT AND REVIEW OF ROW MINUTES; CORRESPONDENCE	0.20	
		FOR CURRENT SERVICES RENDERED	0.70	105.00

	RECAPITULATION			
		HOURS	HOURLY RATE	TOTAL
TIMEKEEPER		0.70	\$150.00	\$105.00
JOHN P. SCANLON				

TOTAL CURRENT WORK 105.00

BALANCE DUE \$105.00

HANDLING CHARGES ACCRUE AFTER THIRTY
(30) DAYS AT THE RATE OF 1.5 % PER MONTH
ON ALL UNPAID BALANCES

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04/25/2018
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001-340-601 - PARKS & RECREATION

04/11/2018	JLM	KIDS FEST: TELEPHONE CONFERENCE(S) WITH CHRIS CHANCE	HOURS	
			0.50	
		FOR CURRENT SERVICES RENDERED	0.50	75.00
		RECAPITULATION		
	TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
	JERRY L. MILLS	0.50	\$150.00	\$75.00
		TOTAL CURRENT WORK		75.00
		BALANCE DUE		<u>\$75.00</u>

HANDLING CHARGES ACCRUE AFTER THIRTY
(30) DAYS AT THE RATE OF 1.5 % PER MONTH
ON ALL UNPAID BALANCES

Alan Hart

From: Mason Pennaman <steelbuilder05@yahoo.com>
Sent: Tuesday, April 24, 2018 6:03 PM
To: Alan Hart
Subject: Re: Board Meeting Calendar

Here is an up date On 700 Towery Court progress.

We met with Chris Ramsey on the property to do a walk thru to make sure we address all the issues he saw with the property that way we were up to the standards set for future inspections and Ridgeland standards. He requested we clear and clean the inside of usable materials, dust, and etc. He also requested we reinforce a wall to his suggested specifications to keep it up to building code. We have clean most of what he requested and also purchased and placed the materials needed for those modifications. We will be working on his requirements over the next few days along with everything need to pass framing inspection. Here are pictures of clean up and materials.



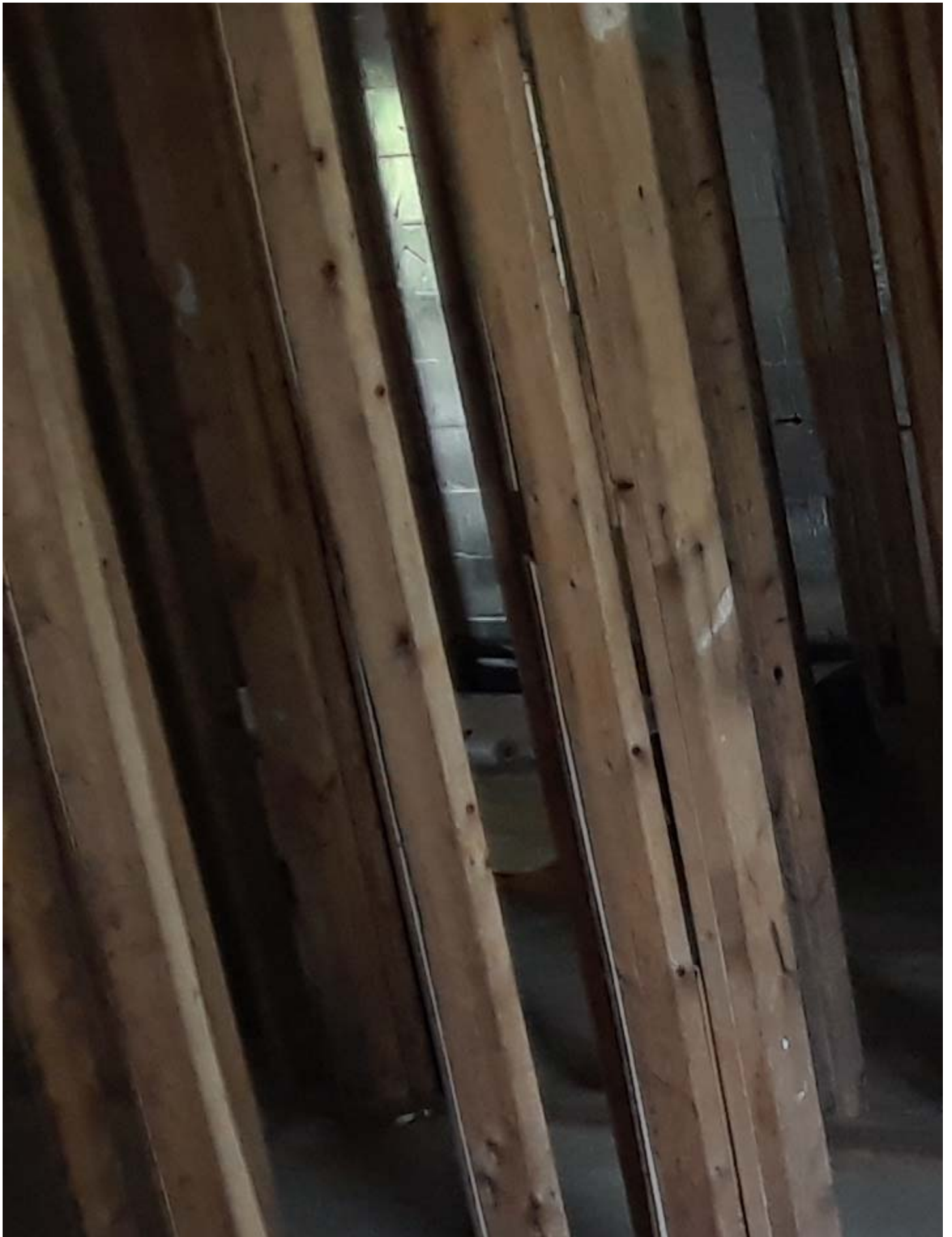












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