

**MEETING OF THE
MAYOR AND BOARD OF ALDERMAN OF THE
CITY OF RIDGELAND, MISSISSIPPI
May 7, 2013
6:00 PM**

INVOCATION

PLEDGE OF ALLEGIANCE

CONSIDERATION OF MINUTES FROM PRIOR BOARD MEETING

Accept Minutes of April 16, 2013 Mayor & Board of Aldermen Meeting

CONSIDERATION OF MINUTES FROM PRIOR WORK SESSION

Accept Minutes of April 15, 2013 Work Session

1. CONSENT ITEMS

- a) Set (June 4, 2013) Public Hearing for Sign Ordinance Amendment to consider allowing "Permanent Structures for Temporary Signs" at Churches.
- b) Adopt Resolution Requesting The Department of Finance to Declare The Necessity For the Issuance of State General Obligation Bonds
- c) Approve Building Code Variance (Section 302) - Oakmont Part One
- d) Approve Enclave Subdivision to erect a Public Access Entrance Gate
- e) Approve Archtiectural / Site Plan for Grace Bible Church Building Addition
- f) Approve Orleans Square Final Plat and parking adjustment request
- g) Accept Permanent Easement from Sunnybrook, LLC
- h) Approve Payment of Retirement Match for Ray Stevens
- i) Approve Advertising for RFP for Landscape Maintenance at Ridgeland City Hall, Jackson Street, Freedom Ridge Park, & Wolcott Park (Recreation & Parks)
- j) Special Event - American Cancer Society – Relay for Life
- k) Special Event - 2013 Ridgeland Recreation and Parks Celebrate America Balloon Glow
- l) Special Event - Crescent City Amusements

- m) Special Event – Indian Cycle
- n) Special Event Permit – Madison-Gluckstadt Rotary/Fleet Feet
- o) Special Event – Morrison Heights Baptist Church
- p) Special Event - The Bike Crossing – Century Ride – Charity Ride for Blair E. Batson
- q) Special Event - Fleet Feet - Boston Marathon
- r) Approve Amended Preliminary Engineering Services Contract/MS Craft Center Parking Improvements/Project # STP-0213-00(030) /105887-701000 (Public Works)

2. PAYMENT OF CLAIMS

- a) Approve Payment of \$568,919.60 for Claims Numbered 117707-108041; Payment of \$563,172.43 for Payroll Dated April 19, 2013; and Payment of \$552,034.39 for Payroll Dated May 3, 2013

ADJOURNMENT

INFORMATION FOR MAYOR AND BOARD

City Attorney Statement For Services Through April 26, 2013

April 2013 Privilege License Tax Report

**MEETING OF THE
MAYOR AND BOARD OF ALDERMAN OF THE
CITY OF RIDGELAND, MISSISSIPPI
APRIL 16, 2013
6:00 PM**

The Mayor called the second regular April 2013 meeting of the Mayor and Board of Aldermen to order. Present were Mayor Gene F. McGee, Alderman D. I. Smith, Alderman Chuck Gautier, Alderman Scott Jones, Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Brian Ramsey, City Clerk Paula Tierce, and City Attorney Jerry Mills. Absent was Alderman Kevin Holder. The meeting was opened with an invocation by Fire Chief Matt Bailey, followed by the Pledge of Allegiance.

The Mayor and Board of Aldermen were provided the April 9, 2013 Architectural Review Board Minutes, the March 2013 Financial Statement, the April 2013 Sales Tax Report, and the audit letter received from Fortenberry & Ballard, PC dated March 14, 2013.

Next came the matter of accepting the Minutes of the April 1, 2013 Work Session and the Minutes from the April 2, 2013 Mayor and Board of Aldermen Meeting. The Minutes were accepted with no corrections noted.

CONSENT AGENDA

Next came the matter of the items set out on the Consent Agenda. Alderman Wes Hamlin moved to approve the Consent Agenda:

- a) Accept Permit Fees for 141 Township Avenue and Approve Budget Amendment of \$17,170.00 Increasing 001-500-905 (Transfers Out), Increasing 400-000-380 (PURF Transfers In), and Increasing 400-650-576 (Water & Sewer System Maintenance) For Relocation of Water Line Expense – *Order Attached Hereto As Exhibit "A"*
- b) Accept Donation of Medtronic Lifepak 1000 From Madison County Fire Coordinator's Office – *Order Attached Hereto As Exhibit "B"*
- c) Declare Service Revolver of Officer Billy Lee Fisher Surplus and Approve Purchase of Service Revolver for \$100.00 – *Order Attached Hereto As Exhibit "C"*
- d) Approve Special Event – MS Symphony Orchestra 2013 Pepsi Pops – *Order Attached Hereto As Exhibit "D"*
- e) Receive \$4,232.53 from State of Mississippi for Training Reimbursement and Authorize Budget Adjustment from 001-000-271 (Police Training Reimbursement) to 001-100-681 (Police Training) – *Order Attached Hereto As Exhibit "E"*
- f) Approve Special Event – St. Columb's Episcopal Church Annual BBQ – *Order Attached Hereto As Exhibit "F"*
- g) Declare Property Surplus to be Sold and/or Traded – *Order Attached Hereto As Exhibit "G"*
- h) Award Bid for Emergency Debris Removal – *Order Attached Hereto As Exhibit "H"*
- i) Approve Project Scope Change for Solid Waste Grant – *Order Attached Hereto As Exhibit "I"*

j) Accept Recommendation to Reject Bids for Longmeadow Drive Drainage Improvements – *Order Attached Hereto As Exhibit “J”*

The Motion was seconded by Alderman Brian Ramsey and a vote was taken thereon as follows:

Alderman D. I. Smith	Aye
Alderman Scott Jones	Aye
Alderman Wesley Hamlin	Aye
Alderman Chuck Gautier	Aye
Alderman Kevin Holder	Absent
Alderman Brian Ramsey	Aye
Alderman Ken Heard	Aye

The Mayor then declared the Motion carried.

PAYMENT OF CLAIMS

There next came for consideration the matter of payment of claims. Alderman Scott Jones moved that claim numbers 107415 through 107706 and the April 5, 2013 Payroll, which totals \$1,089,628.08, be approved and paid. The Motion was seconded by Alderman Wes Hamlin and a vote was taken thereon as follows:

Alderman D. I. Smith	Aye
Alderman Scott Jones	Aye
Alderman Wesley Hamlin	Aye
Alderman Chuck Gautier	Aye
Alderman Kevin Holder	Absent
Alderman Brian Ramsey	Aye
Alderman Ken Heard	Aye

The Mayor then declared the Motion carried.

ADJOURNMENT

There being no further business before the Mayor and Board of Aldermen, the Mayor declared the second regular April 2013 meeting adjourned at 6:04 p.m.

WITNESS MY SIGNATURE, this the _____ day of April, 2013.

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 15, 2013
6:00 P.M.**

The Mayor opened the work session of April 1, 2013 of the Mayor and Board of Aldermen. Present were Mayor Gene F. McGee, Alderman D. I. Smith, Alderman Brian Ramsey, Alderman Wes Hamlin, Alderman Scott Jones, Alderman Kevin Holder, Alderman Chuck Gautier, City Clerk Paula Tierce, City Attorney Jerry Mills, and City Attorney James Gabriel.

The Mayor presented the proposed agenda, attached hereto as Exhibit “A”, and each item was discussed with no action being taken by the Mayor & Board of Aldermen. No agenda items were added or deleted.

The meeting adjourned at 6:17 p.m.

WITNESS MY SIGNATURE, this the _____ day of April, 2013.

Gene F. McGee, Mayor

ATTEST:

Paula Tierce, City Clerk

**MEETING OF THE
MAYOR AND BOARD OF ALDERMAN OF THE
CITY OF RIDGELAND, MISSISSIPPI
April 16, 2013
6:00 PM**

INVOCATION

PLEDGE OF ALLEGIANCE

CONSIDERATION OF MINUTES FROM PRIOR BOARD MEETING

Accept Minutes of April 2, 2013 Mayor & Board of Aldermen Meeting

CONSIDERATION OF MINUTES FROM PRIOR WORK SESSION

Accept April 1, 2013 Work Session Minutes

1. CONSENT ITEMS

- a) Accept Permit Fees for 141 Township Avenue and Approve Budget Amendment of \$17,170.00 Increasing 001-550-905 (Transfers Out), Increasing 400-000-380 (PURF Transfers In), and Increasing 400-650-576 (Water & Sewer System Maintenance) For Relocation of Water Line Expense - (Community Development)
- b) Acceptance of Donation of Medtronic Lifepak 1000 From Madison County Fire Coordinator's Office (Fire)
- c) Declare Service Revolver of Officer Billy Lee Fisher Surplus and Approve Purchase of Service Revolver for \$100.00 (Police)
- d) Approve Special Event - MS Symphony Orchestra 2013 Pepsi Pops (Police)
- e) Receive \$4,232.53 from State of Mississippi for Training Reimbursement and Authorize Budget Adjustment from 001-000-271 (Police Dept. Training Reimbursement) to 001-100-681 (Police Training)
- f) Approve Special Event - St. Columb's Episcopal Church Annual BBQ (Police)
- g) Declare Property Surplus to be Sold and/or Traded (Police)
- h) Award Bid for Emergency Debris Removal (Public Works)
- i) Approve Project Scope Change for Solid Waste Grant (Public Works)
- j) Accept Recommendation to Reject Bids for Longmeadow Drive Drainage Improvements (Public Works)

2. PAYMENT OF CLAIMS

- a) Approve Claims Numbered 107415-107706 and April 5, 2013 Payroll Totaling \$1,089,6287.08

3. EXECUTIVE SESSION

ADJOURNMENT

INFORMATION FOR MAYOR AND BOARD

April 9, 2013 Architectural Review Board Minutes

March 2013 Financial Statement



MEMORANDUM

To: Mayor and Board of Aldermen

From: Alan Hart, Director
Community Development Department

Date: April 30, 2013

Re: Set (**June 4, 2013**) Public Hearing for Sign Ordinance Amendment to consider allowing "Permanent Structures for Temporary Signs" at Churches

I recommend that the Mayor and Board of Aldermen set a Public Hearing to consider the referenced amendment. A copy of the amendment and associated drawings are attached. If approved, the Community Development will coordinate with the Administration Department to publish proper Notice. Thank you for your consideration of this matter. 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: 601.856.7113 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • Alan Hart, asla – director of community development

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

Section V – Civic Signs

V.A General

The following types of signs, subject to the limitations prescribed for them, shall be the only signs permitted for use by churches, schools, clubs, and other non-profit organizations whether located in commercial or residential zoning districts in the City of Ridgeland. In instances where a sign setback requirements from the public right of way is not physically possible, the Building Official may allow for a smaller sign setback from the right of way if, in his judgment, the placement of the sign will in no manner constitute a traffic hazard, create a nuisance or infringe upon the rights of an adjacent property owner. In no instance will a sign be allowed to be placed in the public right of way.

V.B Ground Signs

Each civic organization shall be allowed one ground sign per location. This sign shall have a height no greater than eight (8) feet, an area of no more than 48 square feet and shall be set back at least five feet (5') from the edge of pavement or curb, or outside of the right of way, whichever is further. The area surrounding the sign shall be landscaped.

V.C Wall Signs

Each civil organization may have a wall sign of no greater than 48 square feet for each side of the building which has street frontage. The sign copy may contain the name and/or the denomination of the church or civil organization.

V.D Changeable Copy Sign (Manual)

In lieu of the ground sign set out in "A" above, the civic organization may have a ground mounted changeable copy sign (manual) which may contain the name of the institution or organization; the name or names of the persons connected with it; and greetings, announcement of events or activities occurring at the institution or similar messages.

V.E Directional Signs

Each civic organization may have two (2) off-premises directional signs. The signs shall be no larger than six (6) square feet, no higher than six feet. The copy of the sign can contain only the name of the organization, its logo, and the directional arrow.

V.F Temporary Signs

An organization may request from the Building Official a temporary ~~conditional-use~~ sign permit to allow a temporary sign pertaining to campaigns, drives, or events of a civic, philanthropic, educational, or religious nature. The temporary sign, which may be made of fabric, but cannot be a portable sign, shall not exceed thirty-two (32) square feet nor be higher than six feet (6'). The sign shall be set back from the edge of the right of way at least ten feet (10'). No more than one temporary sign shall be allowed per street frontage. The temporary permit shall be for no more than fourteen days and shall be allowed no more than four times per year.

V.G Permanent Sign Structure for Temporary Signs at Churches

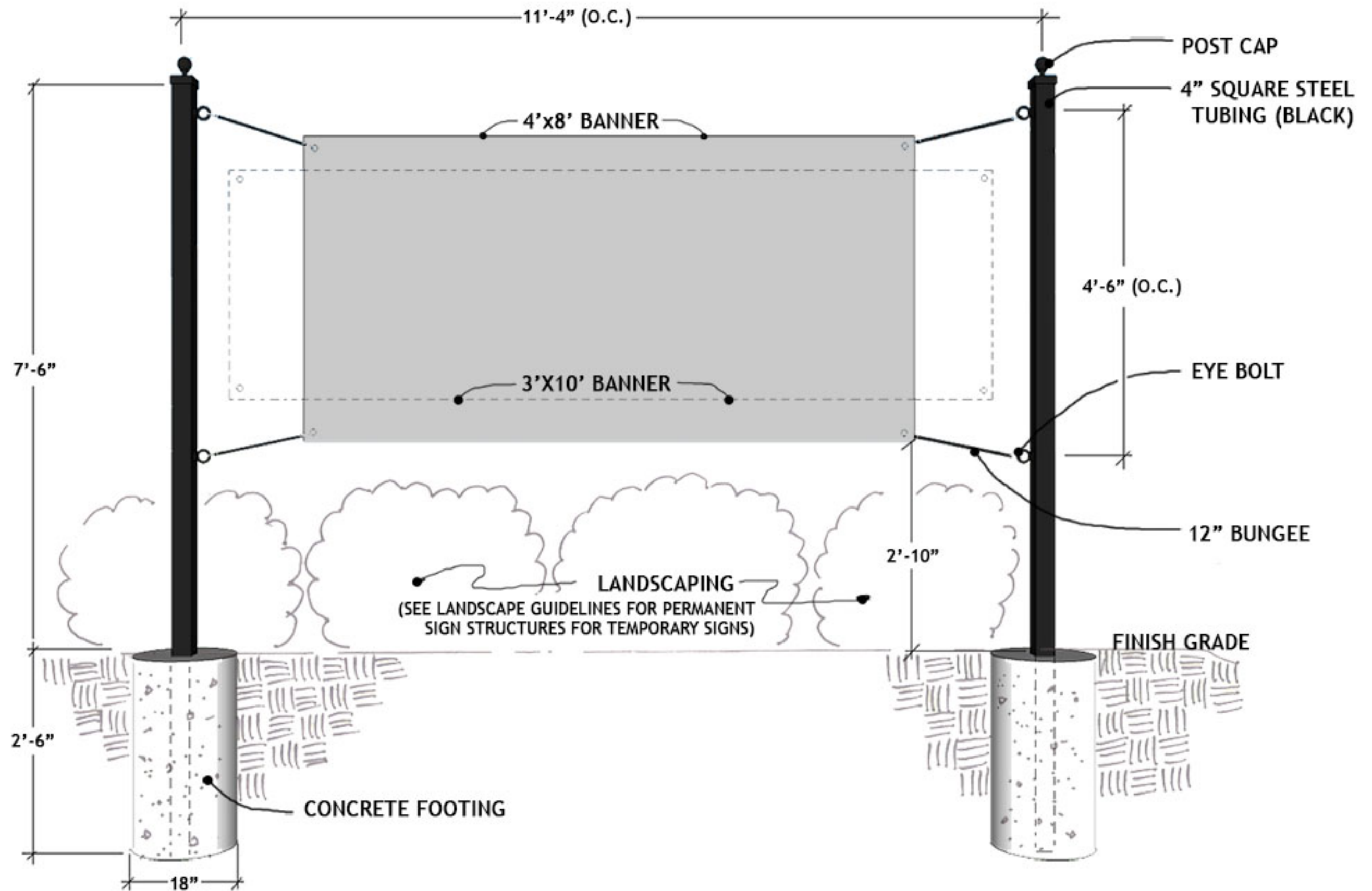
In lieu of other temporary sign allowances, a Church may install one (1) Permanent Sign Structure for Temporary Signs provided that the Church has a Permitted Ground Sign. Sign Structures shall conform to the standard established in Appendix 'C' of this Ordinance. Temporary Signs pertaining to events of a religious nature may be displayed 365 days per year without the requirement to pull additional Temporary Sign Permits. This Sign standard shall not serve as a permanent ground sign as referenced in Section V.B of this Section. If more than one face is going to be displayed at any one time, both faces shall contain identical Copy. A Permit shall be obtained. A Permanent Sign Structure for Temporary Signs located at a church is exempt from the fees established by Appendix 'B' of this Ordinance. In order to obtain a Permit, applicants shall provide a Site Plan showing that the sign structure is located at least 5 feet behind the public right-of-way limit.

V.H Schools

Notwithstanding the preceding provisions of this section on civic signs, schools, as defined in the ordinance, are permitted one ground sign per entrance, which may be changeable copy signs as allowed by the Section, subject to the allowance provided by Appendix "A" of this Ordinance. A school is permitted two wall signs with a combined maximum area of 150 square feet. The building official is authorized to permit a temporary conditional use permit to install temporary signs for a specified time. The temporary signs shall not exceed 32 square feet in area. There is no limit on the number of temporary signs so long as they are not visible or at least 300 feet from the public right-of-way. All signs located at a school are exempt from the fees established by appendix (B) of this Ordinance.

V.I Athletic Fields

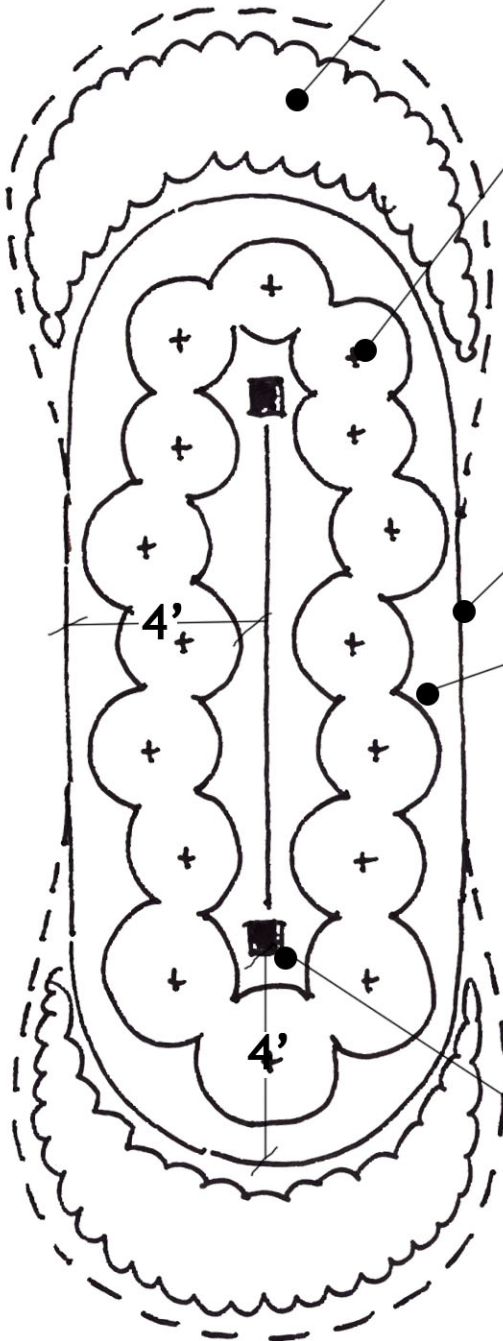
Churches, schools, clubs, institutions and non-profit organizations where athletics fields (football, baseball, softball, hockey and soccer) are located may install permanent on or off premises signs on the playing field side of the fence or wall surrounding the playing field. The sign face shall not be directed away from the playing field. The maximum area for the signs is 32 square feet. Signs shall not project above the top of the fence or wall surrounding the field but in no case exceed 10 feet in height. Each athletic field may install no more than two (2) scoreboards with a maximum overall height of 15 feet above surrounding average grade. Each scoreboard may have an off premises advertisement not to exceed 20 square feet in area and shall not project above the scoreboard. Each organization shall submit sign standards to determine the location, color, aesthetics and number of signs. The Architectural Review Board will approve the sign standard before a sign permit is issued.



PERMANENT SIGN STRUCTURE FOR TEMPORARY SIGNS

SCALE: 3/4" = 1'-0"

BANNER STYLE 'A'



SEASONAL COLOR (OPTIONAL)

3 GAL. EVERGREEN SHRUB
(PLANTED 3' O.C.)

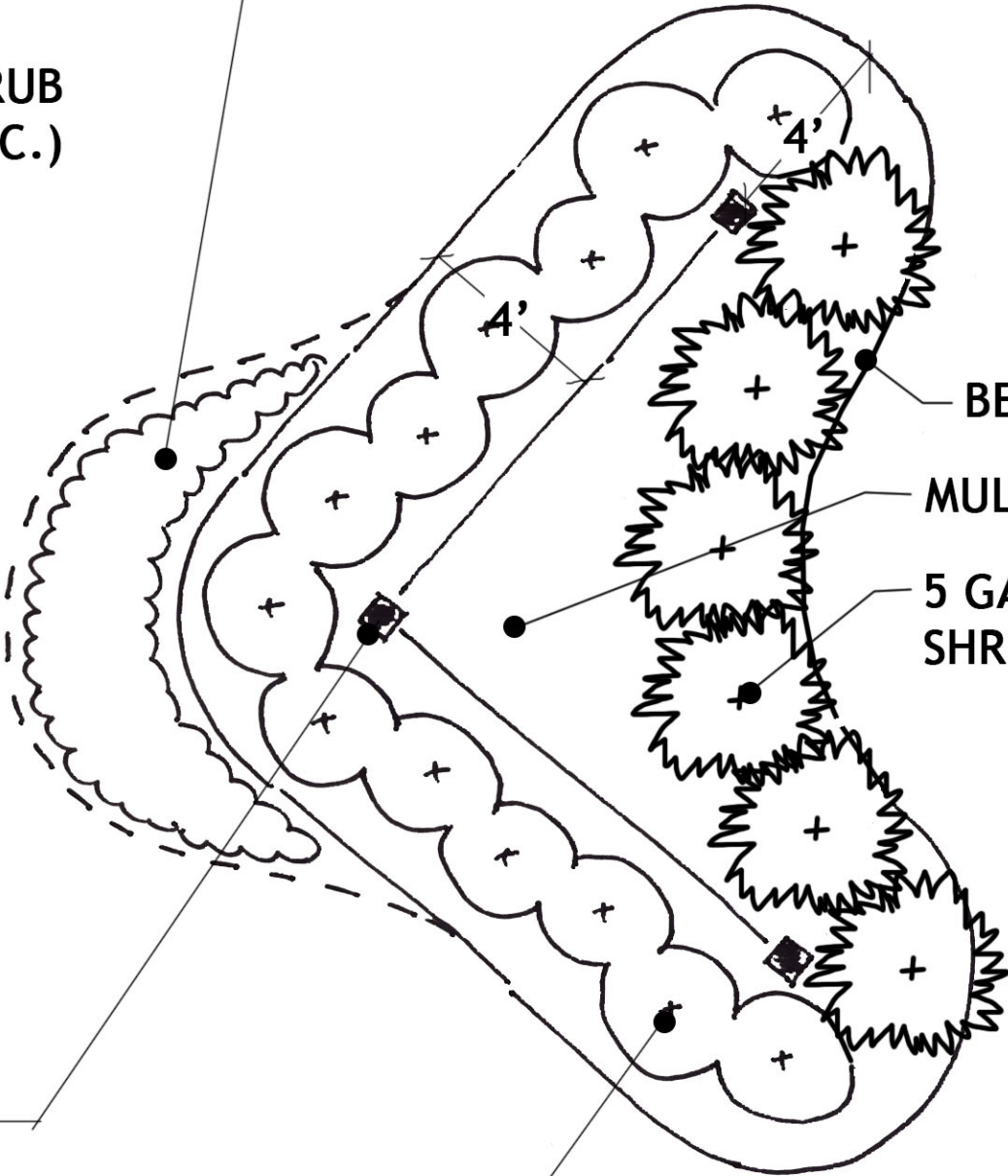
BED EDGE

MULCH (TYP.)

BANNER POST

3 GAL. EVERGREEN SHRUB
(PLANTED 3' O.C.)

BANNER STYLE 'B'



BED EDGE

MULCH (TYP.)

5 GAL. EVERGREEN
SHRUB(PLANTED 4' O.C.)

NOTE: BEDS TO BE MULCHED WITH PINESTAW
OR APPROVED EQUAL. SEE COMMUNITY DEVELOPMENT
DEPARTMENT FOR LIST OF APPROVED PLANT MATERIALS.

**LANDSCAPE GUIDELINES FOR PERMANENT SIGN
STRUCTURES FOR TEMPORARY SIGNS**

N.T.S.

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF RIDGELAND, MISSISSIPPI REQUESTING THE
DEPARTMENT OF FINANCE AND ADMINISTRATION TO ADOPT
A RESOLUTION TO DECLARE THE NECESSITY FOR THE
ISSUANCE OF STATE GENERAL OBLIGATION BONDS**

WHEREAS, the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi have undertaken a project to widen Lake Harbour Drive in Ridgeland, Mississippi to four lanes with a center turn lane from Northpark Drive to U.S. Highway 51 and included therein the construction of a multi-use trail along Lake Harbour Drive from Northpark Drive to U.S. Highway 51; and,

WHEREAS, the City of Ridgeland, Mississippi has entered into a contract to construct the project to widen Lake Harbour Drive described hereinabove; and,

WHEREAS, with the anticipated completion date in early 2014, the City of Ridgeland is in need of additional funds to assist in the payment for the construction of the Lake Harbour Drive Widening Project; and,

WHEREAS, during the regular session of the 2013 Legislature, Senate Bill No. 2913 was approved and sent to the Governor; and,

WHEREAS, within Senate Bill 2913, which authorizes the issuance of State General Obligation Funds, there is a provision to authorize the issuance of \$1,000,000.00 in State General Obligation Bonds to provide funds to assist the City of Ridgeland, Mississippi in paying costs associated with the widening of Lake Harbour Drive; and,

WHEREAS, the Mayor and Board of Aldermen have determined that it is now necessary to request that these bonds be issued and the proceeds thereof be distributed to the City of Ridgeland, Mississippi.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF RIDGELAND, MISSISSIPPI that pursuant to Senate Bill No. 2913 of the 2013, Mississippi regular legislative session, the Department of Finance and Administration adopt a resolution to be presented to the State Bond Commission declaring the necessity for the issuance of \$1,000,000.00 in General Obligation Bonds for the City of Ridgeland, Mississippi during the fall issue of bonds; and,

BE IT FURTHER RESOLVED that the purpose for these bonds is to assist the City of Ridgeland, Mississippi to pay costs associated with the improvements and widening of Lake Harbour Drive to include construction of a multi-use trail along Lake Harbour Drive from Northpark Drive to U.S. Highway 51; and,

BE IT FURTHER RESOLVED, that the Mayor of the City of Ridgeland, Mississippi is hereby authorized to represent the City in all dealings with the Department of Finance and Administration and/or the State Bond Commission and to assist in the issuance of these bonds in any manner which is required.

SO RESOLVED, this the _____ day of _____, 2013.

CITY OF RIDGELAND, MISSISSIPPI

BY: _____
Gene F. McGee, Mayor

ATTEST

Paula Tierce, City Clerk

Lake Harbour GO Bond-RES
4/22/2013-MMH

MEMORANDUM

To: Mayor and Board of Aldermen

From: Alan Hart, Director
Community Development Department

Date: April 23, 2013

Re: Building Code Variance:

OAKMONT SUBDIVISION (PART ONE)

I recommend that the Mayor and Board of Aldermen approve the attached variance request and offer the following thoughts about the background of the request:

- The developer could avoid the need for the variance request if he replatted the subdivision with 5'/5' side setbacks instead of the 0'/10' setbacks currently in place. Most recent subdivisions, including Oakmont Part Two, have chosen the 5'/5' setback standard in order to avoid the fire separation requirements as stated in Section R302 of the 2006 International Residential Code. Regardless of which setback option a developer chooses, the spacing between structures remains constant at 10' between building walls.
- Section R302 of the 2006 International Residential Code requires that walls that are located less than 5' from the property line, must be 1-hr fire rated. There are also requirements for fire rating overhangs and allowances for openings and penetrations. The developer's request is to waive the requirements in a manner that is consistent with the same requirements of a 5'/5' setback.
- The developer's variance request adequately addresses the importance of maintaining the intended 10-foot separation between house structure walls.
- I recommended to the developer to request the variance considering that the development now has 26 houses already developed. I believe the approval of the variance is the simplest course of action vs. the developer going through the replatting process. The end result is the same.

Thank you for your consideration of this matter. 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: 601.856.7113 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • Alan Hart, asla - director of community development

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

Edwards Homes, Inc.
P.O. Box 2308
Ridgeland, MS 39158

April 19, 2013

Mayor Gene McGee

Ridgeland Board of Aldermen

Re: Oakmont Subdivision

Gentlemen,

I am requesting a blanket variance from Section R 302 Exterior Wall Location provided that there is a minimum of ten feet between structures existing and to be built.

Thanks for your consideration of this request.

Edwards Homes, Inc.

A handwritten signature in cursive script, reading "Larry Edwards".

Larry W. Edwards
President



MEMORANDUM

To: Mayor and Board of Aldermen

From: Alan Hart, Director
Community Development Department

Mike McCollum, Director
Public Works Department

Date: April 30, 2013

Re: Public Gated Streets Request for:

THE ENCLAVE AT TOWNE CENTER

We recommend that the Mayor and Board of Aldermen approve the above referenced request. A copy of the Petition, drawings, and Indemnification Agreement are attached. Thank you for your consideration of this matter. 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: 601.856.7113 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • Alan Hart, asla – director of community development

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April 19, 2013

**Request to create a gated neighborhood WITH public access to *The Enclave at Towne Center*,
a community located off Towne Center Blvd. in Ridgeland, MS.**

To the Mayor and Board of Alderman of the City of Ridgeland:

The purpose of this document is to present a formal request to create a gated entrance to the community *The Enclave at Towne Center*; however, with public access. Ayefour Development Group, LLC, the community developer, currently owns more than the required 75% of the property within the community. Specifically, PHASE I is made up of 30 platted lots. Presently four lots have been sold to a local homebuilder. This leaves a total of 26 lots remaining equaling an 87% ownership rate by Ayefour Development Group, LLC.

The motivations for installing a gate to the community are numerous. One motivation is to have an entrance that is as safe as possible. Due to the high volume of traffic on Towne Center Blvd., we believe a gate will require guests and residents entering and exiting the community to stop. This will result in vehicles moving slowly as they enter and exit. We believe this will complement the community by providing a calm and peaceful place for its residents.

We also believe a gate will deter public loitering around the community's private *Lifestyle Center* and *Walking Trail*. *The Lifestyle Center* located near the entrance is positioned within the community's private green space and houses an outdoor kitchen as well as a meeting place for residents and their guest.

Located adjacent to the *Lifestyle Center* is the community *Walking Trail*. The trail's purpose and intent is to contribute to the health and wellbeing of the residents of the community and their guests. Eight laps of the walking trail equals one mile and we believe if exposed to the public it could possibly become a liability issue for the community.

Finally, we believe a gate will decrease the potential for home burglaries and theft during the residential construction process. Located strategically around the gates will be cameras in order to read license plates upon entering and exiting the community. There will also be a camera located within the keypad that will be used in order to open the gates. This will consequently allow us to not only read license plates of potential thieves, but also the opportunity to capture their likeness on camera as well.

Even though these gates will be in place, we understand and will continue to allow nonresidents access into the community. The gates are in place to protect the residents, not exclude the public. We do not desire for the roads within *The Enclave at Towne Center* to be private. It is completely and totally a public street. Hence the public will have equal access just

as the residents of the community. Nonresidents will have 24/7 access to *The Enclave at Towne Center*.

The gate will be located per the plans as can be seen on "Exhibit A." The design of the gate is located on "Exhibit B." It will consist of two iron gates that both open away from the car that is either entering or exiting the community. This gate will be located on the northern most asphalt island. The gate operators will be located behind the curb, inside the gate on the entry / eastern side, and on the outside of the gate on the exit / western side of the entrance. The proposed gate will tie into a wrought iron fence that encircles the front portion of the community.

A keypad will be in place to operate and direct the gates to open. It will be located on the southern entrance island close to the entrance feature that is already in place. The keypad will consist of one button, one to open the gate. In order for the public to easily understand how to enter the community a sign will be placed in a visible and exposed area outside the gate. The details of the signage can be seen on "Exhibit C."

Between these two islands is a space in order for someone to turn around freely if they choose to not enter the community once they turn onto Enclave Circle from Towne Center Blvd.

Remotes to the gate will be available to all who desire the simple convenience of a push button located within their respective cars. Anyone that desires a remote will simply have to provide photo identification, their name, address, social security number as well as pay the fee for the remote. Again the gate will open with the push button located at the keypad; the remote simply offers an added convenience. Ayefour Development Group, LLC will be responsible for gathering the information and the sales transactions of remotes. Once the Enclave Homeowners Association is established, they will manage the remotes transactions.

The gates will remain open during certain times of the day for the anticipated higher volume of vehicles. Specifically, these times include Monday through Friday from 7:00AM to 9:00AM and from 4:30PM to 6:30PM. The gate may perhaps open from 11:00AM to 1:00PM in order to facilitate lunch traffic. Outside these hours the gates will be closed.

All of these elements shall in no way be the responsibility of the City of Ridgeland. They shall be erected, operated and maintained by the developer and eventually the Enclave Owners Association. These elements for consideration include the gates, security cameras and any and all electrical components that make up this gate and complete security system.

The developer also agrees to hold harmless the City of Ridgeland in any form and for any and all cost and expenses associated with defending the potential policy in regard to this request for *The Enclave at Towne Center*. Attached to this request is "Exhibit D" entitled "Indemnification Agreement" with the City of Ridgeland.

This gate request as well as all exhibits therein will be attached to the covenants of *The Enclave at Towne Center* and will be re-filed with Madison County Chancery Clerk's office once this request has been approved by the City of Ridgeland Mayor and Board of Alderman.

Thank you for your consideration in this matter. We believe in the city of Ridgeland. It is because of this belief we chose the city of Ridgeland as our location for our community, *The Enclave at Towne Center*.

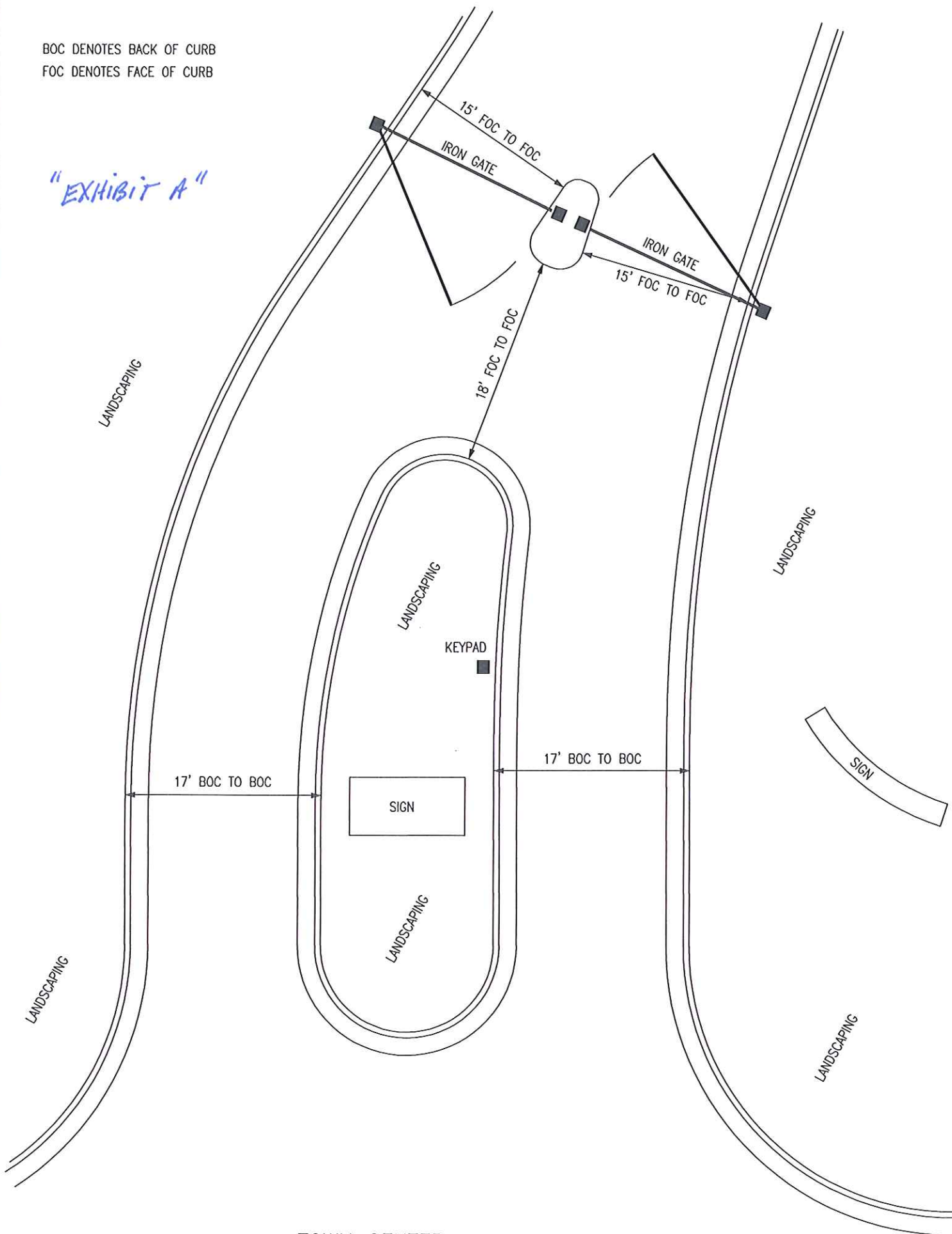
Sincerely,

A handwritten signature in blue ink, appearing to read "Scott Shoemaker", with a stylized, cursive script.

Scott Shoemaker
Member/ Manager
Ayefour Development Group, LLC

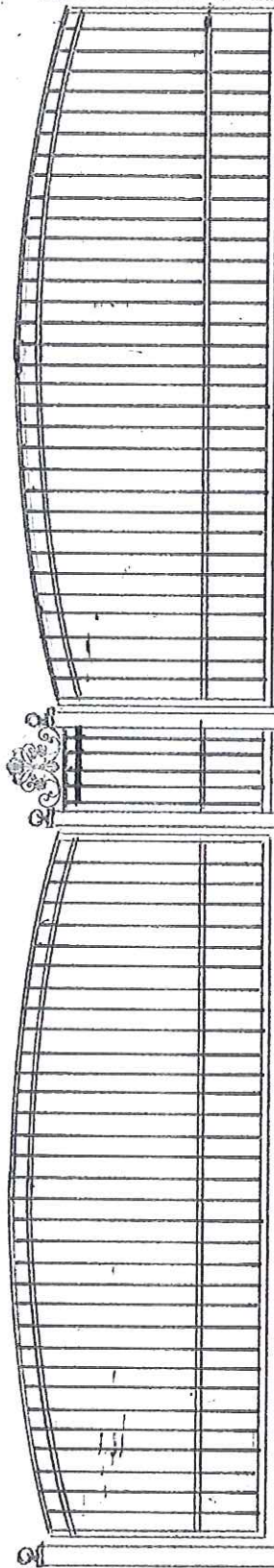
BOC DENOTES BACK OF CURB
FOC DENOTES FACE OF CURB

"EXHIBIT A"



TOWN CENTER

"EXHIBIT B"



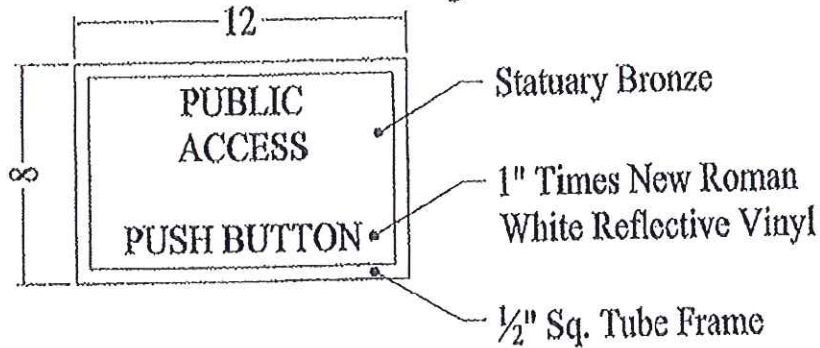
20-2013

SCALE $\frac{1}{4}'' = 1'-0''$

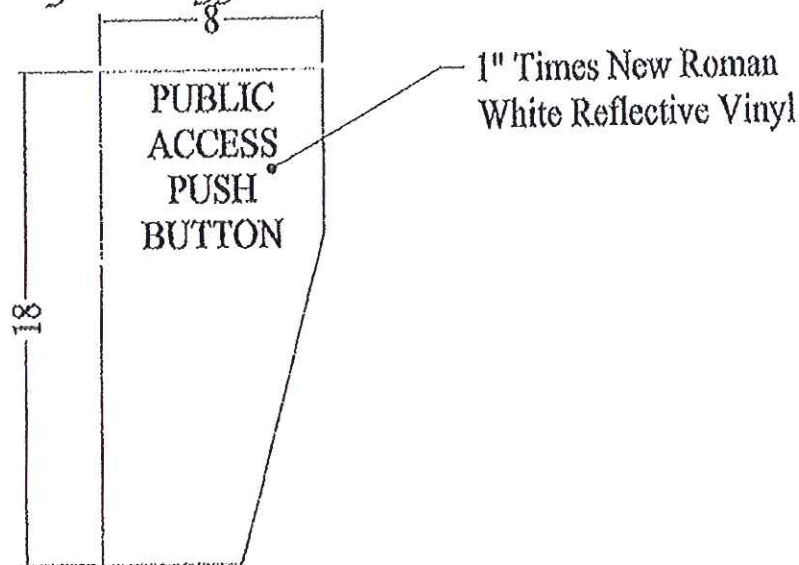
"EXHIBIT C"

SIGNAGE DETAILS

To Attach to Entry Gate



Side of Keypad Hood



IRON INNOVATIONS, INC.	
(601) 924-0640 Office (601) 924-4620 Fax	
Customer: MONTACHT HOMEOWNERS	
Customer Signature:	
Approved ☐	Disapproved - Re-Suit ☐
Date: 01/23/2007	Drawing #: MONT390-G-012507 Andru JTM

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EXHIBIT "D"

INDEMNIFICATION AGREEMENT

FOR AND IN CONSIDERATION OF THE CITY OF RIDGELAND, MISSISSIPPI, (the "City") permitting ENCLAVE HOMEOWNERS ASSOCIATION, INC. (the "HOA") to maintain a gate at the point of ingress/egress to the ENCLAVE AT TOWNE CENTER subdivision immediately in front of the intersection of ENCLAVE CIRCLE and TOWNE CENTER BOULEVARD (the "Gates"), which Gates shall provide appropriate signage informing the public that members of the public have full access to areas beyond the Gates, the HOA, does hereby stipulate, covenant, agree and warrant to indemnify, defend and hold harmless the City, its successors, assigns, Mayor, Board of Aldermen, attorneys, officers, directors, agents, employees, and any other related persons or entities, from any and all claims, demands, actions, causes of action, suits or complaints that may be brought by any person, persons, firm, corporation, or other entity against the City as a result of the activities of the HOA in placing a public access gate on public streets and the HOA's continued use and maintenance of the gates. This indemnification includes any expenses incurred by the City in defending, responding to or paying such claim, including amounts paid in settlement, as a result of a judgment or attorney's fee.

The HOA further agrees that it will maintain the Gates and appropriate signage immediately in front of the Gate shall notify the public that the streets beyond the Gates are public streets and may be accessed by THE PUBLIC. The

HOA further agrees that access to the subdivision through the Gates shall be the same for members of the public as it is for the residents of the subdivision.

WITNESS OUR SIGNATURES on this the 23rd day of April, 2013.

ENCLAVE HOMEOWNERS' ASSOCIATION, INC.

BY: _____
ENCLAVE HOMEOWNERS' ASSOCIATION PRESIDENT

MEMORANDUM

To: Mayor and Board of Aldermen

From: Alan Hart, Director
Community Development Department

Mike McCollum, Director
Public Works Department

Date: April 30, 2013

Re: Site / Architectural Review:

GRACE BIBLE CHURCH ADDITION

We recommend that the Mayor and Board of Aldermen approve the above referenced site/architectural plan. The Community Development and Public Works Departments have reviewed the above referenced architectural plan to include but not limited to a review of the following: land use, zoning, open space, ingress, egress, building setbacks, building height, lot area, parking, drainage, traffic impact, landscaping, tree ordinance, and water and sewer utilities as established in the City of Ridgeland Development Review Procedures.

The Architectural Review Board met in accordance with the Architectural Review Ordinance at its regularly scheduled meeting on April 23, 2013 and recommended approval of the project as submitted.

Thank you for your consideration of this matter. 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: 601.856.7113 • www.ridgelandms.org

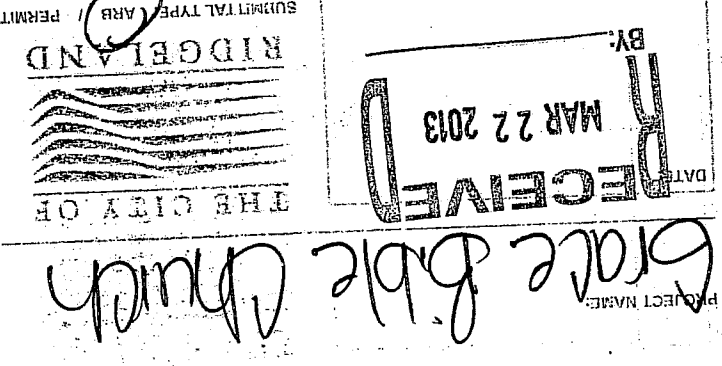
Gene F. McGee, cmo - mayor • Alan Hart, asla – director of community development

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

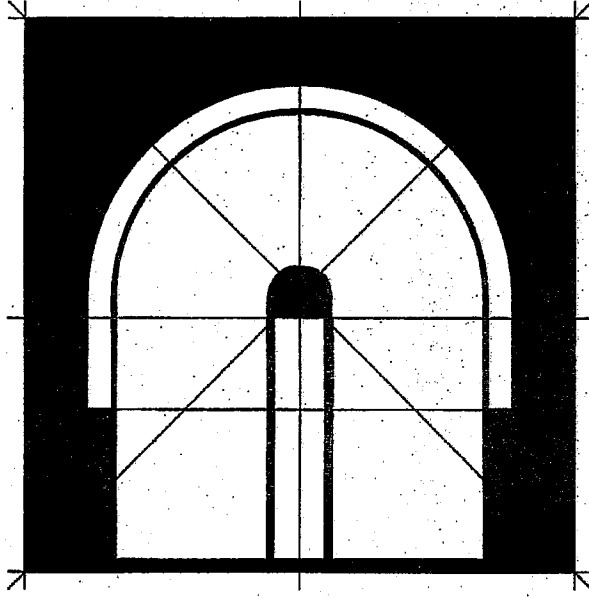
GRACE BIBLE CHURCH CHURCH EXPANSION

380 HIGHLAND COLONY PARKWAY RIDGELAND, MISSISSIPPI

OS notes 3/29/15
U.N.R. 4.2.2015, See Comments
Apr 4/8/15 see notes



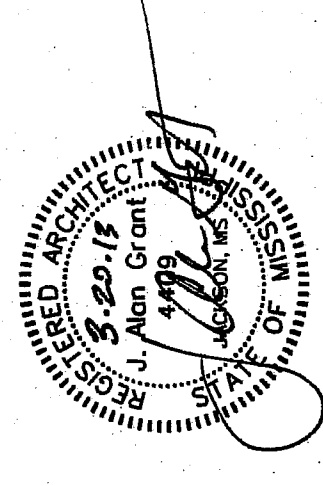
CONSTRUCTION DOCUMENTS



Dean and Dean / Associates
architects a professional association

ARCHITECTURE • PLANNING • INTERIOR DESIGN

TRENT RHODES - CIVIL/LANDSCAPE ARCHITECT
MCQUEEN STRUCTURAL ENGINEERING - STRUCTURAL ENGINEERS
JG CONSULTING ENGINEER - MECHANICAL/PLUMBING ENGINEERS
THE POWER SOURCE, LLC - ELECTRICAL ENGINEERS



P.O. Box 4685
Jackson, MS
39296-4685
4400 Old Canton Road
Suite 200 Highland Bluff
39211

PROJECT NUMBER - 12058

SET NUMBER _____

LEGEND

- EXISTING SANITARY SEWER LINE (SIZE AS SHOWN)
EXISTING WATER LINE (SIZE AS SHOWN)
EXISTING GAS LINE
EXISTING UNDERGROUND POWER
PROPERTY LINE
PROPOSED STORM DRAIN CULVERT
PROPOSED NYLOPLAST GRATE INLET
PROPOSED NYLOPLAST GRATE INLET
RUNOFF/SWALE LOCATION
EXISTING CONTOUR
PROPOSED CONTOUR
PROPOSED SPOT ELEVATION
SILT FENCE REQ'D.
HAY BALES OR WATTLE REQ'D.

- NOTE: 1. CONTRACTOR SHALL CALL 811 FOR A LOCATE OF EXISTING UTILITIES PRIOR TO PERFORMING ANY WORK.
2. THE TOPO AND BOUNDARY SURVEY WAS PREPARED BY OTHERS. ALL EXISTING ITEMS SHOWN ARE AS SHOWN. CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION.
3. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY CHANGES TO THE DESIGN OR CONSTRUCTION LIMITS.
4. EARTHWORK SHALL BE AS REQUIRED BY GEOTECHNICAL REPORT OR CURRENT LOCAL STANDARDS.
5. SEE DRAWINGS BY OTHERS FOR MORE INFORMATION ON WATER, SEWER, GAS, ELECTRICITY, ETC.
6. CONNECTIONS FOR NEW BUILDINGS FINISHED FLOOR ELEVATION OF EXISTING BUILDINGS AND HAVE EXPOSED FOOTING SIMILAR TO THAT OF THE EXISTING BUILDING.
7. CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF M&D AND THE CITY OF RIDGELAND FOR EROSION CONTROL INSTALLATION, MAINTENANCE, INSPECTIONS, ETC.

BASE & POST-BUILDING CALCULATIONS

PRE-DEVELOPMENT
 $D = 10 \times 2.500 \times 37 / (17.77 \times 2.500 \times 21) = 15.09 \text{ min}$
 $Q_{10} = 112.827 / (16.09 + 14.57 \times 2.500 \times 21) = 5.78 \text{ cfs}$
 $Q_{10} = 5.78 \text{ cfs} \times 1.43 = 8.26 \text{ cfs}$
 $Q_{10} = 8.26 \text{ cfs} \times 1.43 = 11.82 \text{ cfs}$
 $Q_{10} = 11.82 \text{ cfs} \times 1.43 = 16.90 \text{ cfs}$
 $Q_{10} = 16.90 \text{ cfs} \times 1.43 = 24.16 \text{ cfs}$
 $Q_{10} = 24.16 \text{ cfs} \times 1.43 = 34.54 \text{ cfs}$
 $Q_{10} = 34.54 \text{ cfs} \times 1.43 = 49.39 \text{ cfs}$
 $Q_{10} = 49.39 \text{ cfs} \times 1.43 = 70.63 \text{ cfs}$
 $Q_{10} = 70.63 \text{ cfs} \times 1.43 = 100.99 \text{ cfs}$
 $Q_{10} = 100.99 \text{ cfs} \times 1.43 = 144.41 \text{ cfs}$
 $Q_{10} = 144.41 \text{ cfs} \times 1.43 = 206.40 \text{ cfs}$
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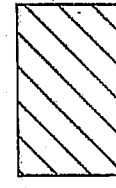
7



FOR CITY REVIEW ONLY

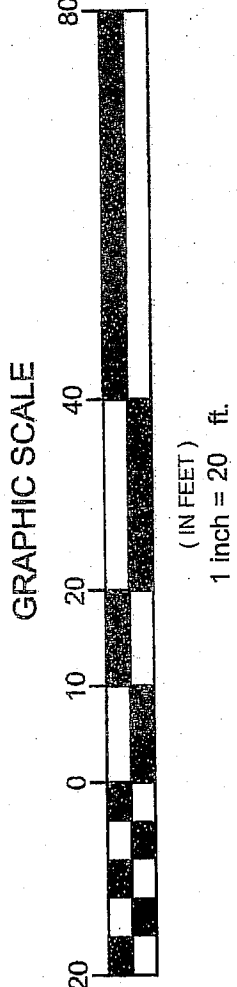
LEGEND


Notes an area to be impacted by construction.


Notes an area where trees are to remain.

Mitigation Table for use with Sites less than 10 acres			
Line	Item	Quantity	Unit
A	Total Existing Canopy Coverage of site	59689	(Square Feet)
B	Baseline for Mitigation (Line A times 20 divided by 43,560SF)	27	(Mitigation Units)
C	Existing Canopy Coverage to be Preserved	47982	(Square Feet)
D	Preservation Tree Credit (Line C divided by 1000 SF)	48	(Mitigation Units)
E	Total Mitigation Requirement (Line B minus Line D)	-21	(Mitigation Units)
F	Mitigation Option A - On-site Mitigation (Number of Mitigation Units Applicant prefers to use for On-site Mitigation)	0	(Trees)
G	Mitigation Option B - Contribution to the In-Lieu Fund (Line E minus Line F times \$400.00)	0	(Dollars)

Note: Preservation, On-Site Mitigation, Contribution to the In-Lieu Fund, or a combination thereof can be used at the discretion of the Applicant to satisfy the Mitigation requirements.



Tree Mitigation Plan

T
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T
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R
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R
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TRENT RHODES,
LANDSCAPE ARCHITECT
P.A.

P.O. Box 465 Brandon, Mississippi 39043
Tel: 601-992-0070

GRACE BIBLE CHURCH

RIDGELAND, MISSISSIPPI

DRAWING TITLE

Tree Mitigation Plan

DATE: 1/25/13

Rev:

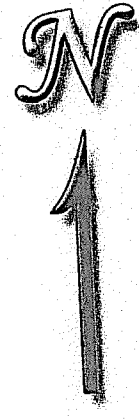
DR. BY: TR

CHK. BY: TR

SHEET NO.

L0.1

OF.



Grace Bible Church Annex

- 1 Repulse Candellia
- 1 Azalea
- (3) Azalea
- (5) Shil Shil Candellia Candellia
- (4) Texas Spirea
- (2) Little Cam. Magnolia
- (18) Burreed Spirea

- 1 Repulse Candellia
- (6) Variegated Repulse Euonymus
- (3) Oak Leaf Hydrangea
- 1 Repulse Candellia
- (6) Variegated Repulse Euonymus
- Little Cam. Magnolia
- Swetling Magnolia
- (18) Azalea

- (4) Shil Shil Candellia Candellia
- 1 Repulse Candellia

Plant Legend			Common
Symbol	Qty	Plant Name	
	21	Azalea	
	9	Azalea	
	23	Burreed Spirea	
	4	Candellia	
	18	Chamaecyparis Candellia	
	7	Hydrangea	
	4	Southern Magnolia	
	4	Spirea	
	12	Variegated Japanese Euonymus	

Designed By
Jonathan Byrd
Pinehavenlandscapes

Envy

Calculations:	
Fellowship/Kitchen	425
Educational (Classrooms)	229
TOTAL	654 OCCUPANTS

Calculations: Fellowship/Kitchen Educational (Class)	
TOTAL -	

MEMBRANE
MANUFACTURE
MATERIALS
MINERAL
MISCELLANEOUS
MASONRY OPENING
MOISTURE RESISTANT
MOUNTED
METAL
MIRROR
MULLION

MEMB.
MFR./MFR.
MFI.
MIN.
MSC.
M.O.
M.R.GYP.BD.
MTD.
MTL.
MATL.
MR.
MULL.

EE BIBLE CHURCH
CLAYTON ADDITION
CLAYTON, MISSISSIPPI
2058

**MINUTES OF A MEETING OF THE ARCHITECTURAL REVIEW BOARD
OF THE CITY OF RIDGELAND, MISSISSIPPI**

A meeting of the Architectural Review Board of the City of Ridgeland, Mississippi, (the "Board"), was duly called, held, and conducted on Tuesday April 23, 2013 at 6:00 o'clock P.M. in the Ridgeland City Hall in the City of Ridgeland, Madison County, Mississippi.

.....

The following members were present, to-wit:

Bill Dicken, Chairman
Alex Ross
Donald Pendergrast
Karen Bishop
Connie Suber
Phil Ayers
Glenn Ray

Members Absent:

Ron Blaylock

Also attending:

Chris Ramsey, Building Official

The meeting was called to order by Bill Dicken. Bill Dicken led the invocation. It was determined by the members present that there was a quorum.

The first item on the agenda was **KROGER**. The project is located at **7045 Old Canton Road**. The Applicant is requesting approval to make minor exterior improvements to the front of the grocery store.

Chairman Dicken opened the floor for a motion. Alex Ross made a motion to approve the project as a "minor" item contingent upon the proposed block and brick match the existing construction materials. Phil Ayers seconded the motion and a vote was taken thereon as follows:

Ron Blaylock	Absent
Phil Ayers	Aye
Donald Pendergrast	Aye
Karen Bishop	Aye
Glenn Ray	Aye
Alex Ross	Aye
Connie Suber	Aye

Chairman Dicken then declared the motion to approve the project carried.

The next item on the agenda was **6954 OLD CANTON ROAD**. The project was presented by **Mr. Chris Ramsey**. The Applicant is requesting approval to repaint the existing commercial building.

Chairman Dicken opened the floor for a motion. Glenn Ray made a motion to approve the project as a “minor” item. Donald Pendergrast seconded the motion and a vote was taken thereon as follows:

Ron Blaylock	Absent
Phil Ayers	Aye
Donald Pendergrast	Aye
Karen Bishop	Aye
Glenn Ray	Aye
Alex Ross	Aye
Connie Suber	Aye

Chairman Dicken then declared the motion to approve the project carried.

The next item on the agenda was **GRACE BIBLE CHURCH**. The project is located at **380 Highland Colony Parkway**. The project was presented by **Mr. Sonny Payne**. The Applicant is requesting approval to construct a new educational building addition.

Chairman Dicken opened the floor for a motion. Donald Pendergrast made a motion to approve the project as a “major” item. Phil Ayers seconded the motion and a vote was taken thereon as follows:

Ron Blaylock	Absent
Phil Ayers	Aye
Donald Pendergrast	Aye
Karen Bishop	Aye
Glenn Ray	Aye
Alex Ross	Aye
Connie Suber	Aye

The last item on the agenda was the **TWO O’CLOCK BAYOU BUILDING**. The project is located at **810 Lake Harbour Drive**. The project was presented by **Mr. John Wants of Keystone Builders**. The Applicant is requesting approval to construct a new dumpster enclosure.

Chairman Dicken opened the floor for a motion. Karen Bishop made a motion to approve the project as a “minor” item. Glenn Ray seconded the motion and a vote was taken thereon as follows:

Ron Blaylock	Absent
Phil Ayers	Aye
Donald Pendergrast	Aye
Karen Bishop	Aye
Glenn Ray	Aye
Alex Ross	Aye
Connie Suber	Aye

Chairman Dicken then declared the motion to approve the project carried.

The minutes from the April 9, 2013 meeting were then read and approved by the board. There being no further business to come before the meeting, the meeting was adjourned.

Bill Dicken, Chairman

ATTEST:

Connie Suber, Secretary



MEMORANDUM

To: Mayor and Board of Aldermen

From: Alan Hart, Director
Community Development Department

Mike McCollum, Director
Public Works Department

Date: April 30, 2013

Re: Final Plat and Parking Adjustment:

ORLEANS SQUARE

We recommend that the Mayor and Board of Aldermen approve the above referenced Final Plat and parking adjustment. A copy of the Final Plat, covenants, and parking adjustment request are attached. The Community Development and Public Works Departments have reviewed the above referenced pursuant to the requirements of the Subdivision Regulations of the City of Ridgeland. Thank you for your consideration of this matter. 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: 601.856.7113 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • Alan Hart, asla – director of community development

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

SITUATED IN THE SE 1/4 OF SECTION 31,
T7N-R2E, CITY OF RIDGELAND,
MADISON COUNTY, MISSISSIPPI,
AND BEING A PART OF LOTS 1 AND 8
OF BLOCK 35 OF HIGHLAND COLONY,
A SUBDIVISION

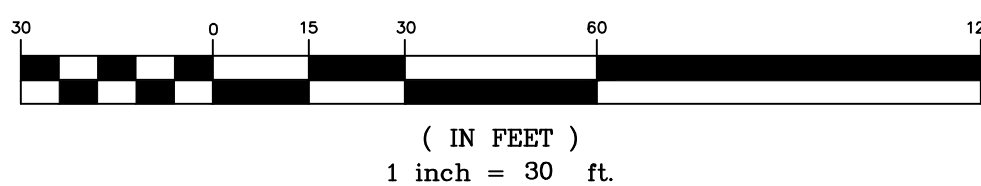
NOTE: FOUND NATCHEZ TRACE PARKWAY MONUMENT MARKING THE NW CORNER OF THE NW 1/4 OF THE NW 1/4 OF SECTION 25, T7N—R1E, CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI BEING 1300.91' NORTH OF AND 1363.95' WEST OF THE INTERSECTION OF THE EAST ROW OF BRAME RD. WITH THE NORTH ROW OF TRACE COLONY PARK DR.

POINT OF COMMENCEMENT
FOUND NATCHEZ TRACE
PARKWAY MONUMENT
MARKING THE NW CORNER
OF THE NW 1/4 OF THE NW 1/4
OF SECTION 25, T7N-R1E,
CITY OF RIDGELAND,
MADISON COUNTY, MISSISSIPPI

POINT OF BEGINNING
BEING 568.40' NORTH OF AND 888.00' EAST OF
THE INTERSECTION OF THE WEST LINE OF LOT 7
OF SAID BLOCK 35 WITH NORTH ROW OF
COUNTY LINE RD.



GRAPHIC SCALE



LEGEND

 **PK NAIL**

 **CHISELED TRIANGLE
SHOT TAKEN AT** 

S.I.P. SET 1/2" IRON PIN

 **ELECTRIC METER**

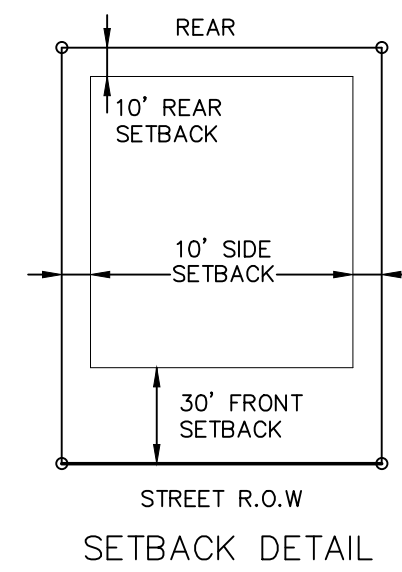
 **GAS METER**

PP POWER POLE

NL NIGHT LIGHT

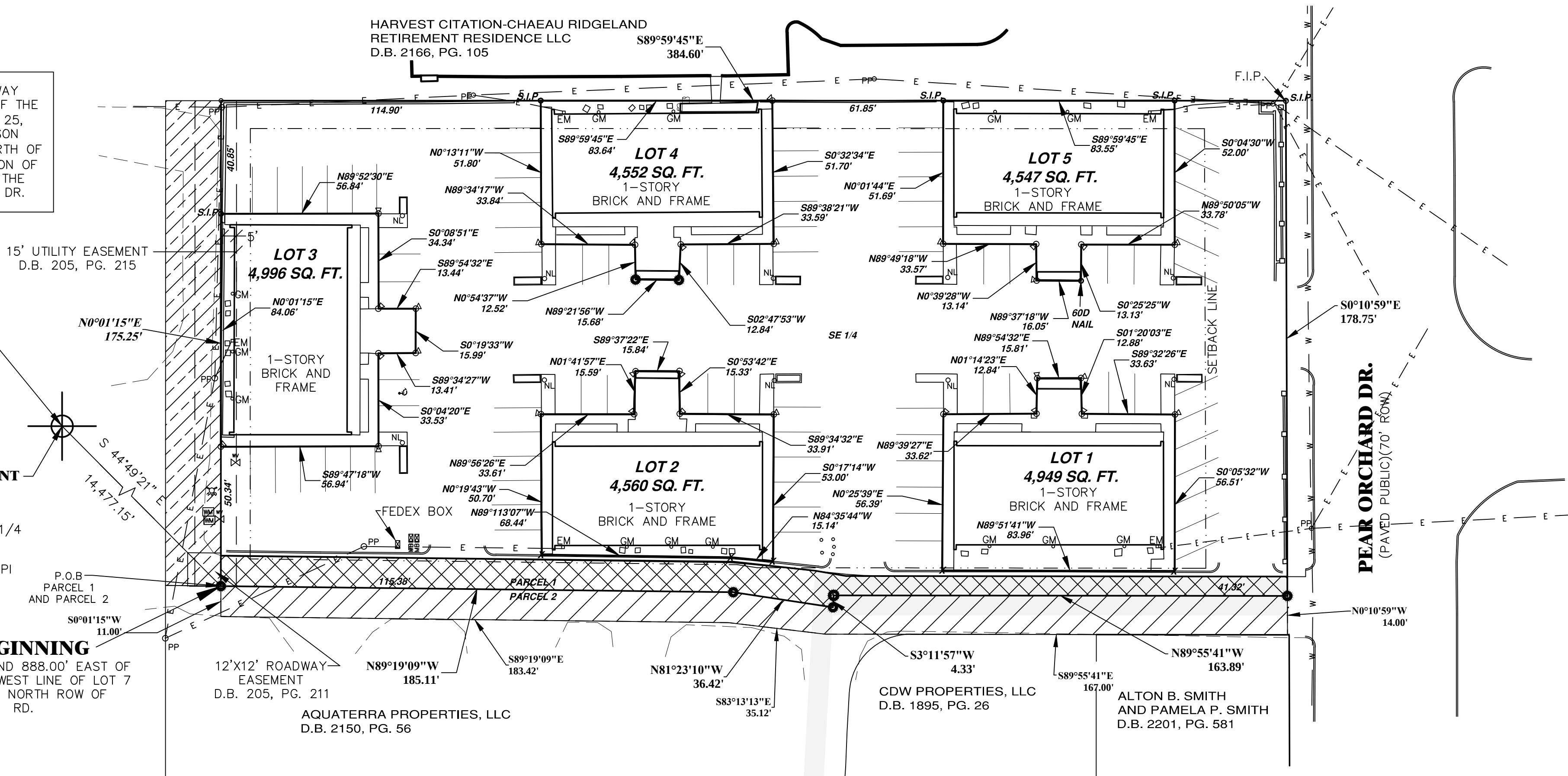
X CHISELED X

— E OVERHEAD POWERLINES



GENERAL NOTES:

- 1.) FLOOD DRAINAGE IS LOCATED IN FLOOD ZONE "X"
THIS PARCEL IS LOCATED IN FLOOD ZONE "X"
ACCORDING TO FLOOD INSURANCE RATE MAP NO. 28089C0320 D,
COMMUNITY PLAN, NO. 280110 0320 D, EFFECTIVE APRIL 15, 1994
- 2.) BASED ON THE MINIMUM STANDARDS FOR LAND SURVEYING IN THE
STATE OF MISSISSIPPI AS ESTABLISHED BY THE MISSISSIPPI STATE BOARD
OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS,
THIS IS A CLASS "A" SURVEY.
- 3.) ===== DENOTES 15' DRAINAGE & UTILITY EASEMENTS UNLESS
OTHERWISE NOTED.
- 4.) BEARINGS ARE BASED ON DEEP ROTATION
- 5.) ALL MEASUREMENTS OF CURVES ARE CHORD LENGTH DISTANCES.
- 6.) CURRENT ZONING: C-2 (GENERAL COMMERCIAL DISTRICT)
- 7.) WATER AND SEWER SERVICES ON SUBJECT PROPERTY ARE PRIVATELY OWNED.



LEGEND

	INGRESS/EGRESS EASEMENT D.B. 2493, PG. 965 D.B. 200, PG. 140 D.B. 200, PG. 143
	INGRESS/EGRESS EASEMENT D.B. 2150, PG. 56 EASEMENT 1
	INGRESS/EGRESS EASEMENT D.B. 2150, PG. 56 EASEMENT 2 D.B. 206, PG. 353 PARCEL 1 D.B. 206, PG. 335 D.B. 206, PG. 317
	SOUTH MADISON INVESTMENTS DEED AND MUTUAL EASEMENT D.B. 205, PG. 211
	W AND L COMPANY, INC. 15' INGRESS/EGRESS EASEMENT D.B. 156, PG. 28

OWNER:
HOME OPTIONS, LLC
130 N. SECOND ST.
BROOKHAVEN, MS.39601

Guest Consultants, Inc.

CONSULTING ENGINEERS * LAND SURVEYORS
TWENTY SIX EASTGATE DRIVE * P.O. BOX 1225 * BRANDON, MS 39043
TELEPHONE (601) 825-8341 FAX (601) 825-3032
EMAIL: questcon@bellsouth.net

ORLEANS SQUARE OFFICE PARK

SITUATED IN THE SE 1/4 OF SECTION 31,
T7N-R2E, CITY OF RIDGELAND,
MADISON COUNTY, MISSISSIPPI,
AND BEING A PART OF LOTS 1 AND 8
OF BLOCK 35 OF HIGHLAND COLONY,
A SUBDIVISION

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

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

FILING AND RECORDATION - COUNTY OF MADISON - STATE OF MISSISSIPPI

I, _____, Clerk of Chancery Court in and for said County and State, do hereby certify that the plat of ORLEANS SQUARE OFFICE PARK, was filed for record in my office on this the _____ day of _____, 2013, and was duly recorded in Plat Cabinet _____ at Slide _____ of the records of maps and plats of this county. Given under my hand and seal of office this _____ day of _____, 2013.

Chancery Clerk

OWNER'S CERTIFICATE OF OWNERSHIP AND DEDICATION STATE OF MISSISSIPPI COUNTY OF MADISON

I, Richard Johnson, as President of Home Options, LLC, hereby certify that Home Options, LLC is the owner of the property shown on the Plat and described in the Certificate of JOE BARTON BALLARD, THE LAND SURVEYOR appearing hereon; that it has caused the same to be subdivided and platted as shown; and the property is all that tract as recorded in Deed Book 2673, Page 953, in the office of the Chancery Clerk of Madison County, Mississippi; and that Home Options, LLC hereby adopts this plat of the subdivision with its free consent, and dedicates all streets, alleys, walks, parks and other open spaces to public use or to private use as noted.

WITNESS MY SIGNATURE on this the _____ day of _____, 2013.

Home Options, LLC

Richard Johnson, President

Given under my hand and official seal of office, this the _____ day of _____, 2013.

Notary Public

My Commission Expires: _____

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

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named RICHARD JOHNSON, who acknowledged to me that he executed the foregoing instrument as President of Home Options, LLC, and who acknowledged to me that he executed same as Joe Barton Ballard, land surveyor, for the purpose therein contained.

Witness my hand and official seal of office on this the _____ day of _____, 2013.

My Commission Expires: _____

NOTARY PUBLIC

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

I, Joe Barton Ballard, Registered Professional Engineer and Land Surveyor, do hereby certify that I have subdivided and platted the following described land being situated in the SE 1/4 of Section 31, Township 7 North, Range 2 East, City of Ridgeland, Madison County, Mississippi, and being more particularly described as follows:

DESCRIPTION FOR 1.57 ACRES, MORE OR LESS PARCEL 1

A TRACT OR PARCEL OF LAND CONTAINING 1.57 ACRES, MORE OR LESS, LYING AND BEING SITUATED IN THE SOUTHEAST 1/4 OF SECTION 31, T7N-R2E, CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI, AND BEING A PART OF LOTS 1 AND 8 OF BLOCK 35 OF HIGHLAND COLONY, A SUBDIVISION, THE MAP OR PLAT OF WHICH IS RECORDED IN THE OFFICE OF THE CHANCERY CLERK OF MADISON COUNTY AT CANTON, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS, AS FOLLOWS:

COMMENCE AT THE POINT OF INTERSECTION OF THE WEST LINE OF LOT 7 OF THE SAID BLOCK 35 WITH THE NORTH RIGHT-OF-WAY OF COUNTY LINE ROAD AS IT EXISTED PRIOR TO 1983; RUN THENCE

NORTH FOR A DISTANCE OF 568.40 FEET; THENCE

EAST FOR A DISTANCE OF 888.00 FEET TO A SET PK NAIL AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PROPERTY, SAID POINT BEING MORE PARTICULARLY DESCRIBED AS BEING SOUTH 44 DEGREES 49 MINUTES 21 SECONDS EAST - 14.477.15 FEET OF A FOUND NATCHEZ TRACE PARKWAY MONUMENT MARKING THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, T7N-R1E, CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI; THENCE

NORTH 00 DEGREES 01 MINUTE 15 SECONDS EAST FOR A DISTANCE OF 175.25 FEET TO AN IRON PIN; THENCE

SOUTH 89 DEGREES 59 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 384.60 FEET TO A SET 1/2 INCH IRON PIN ON THE WEST RIGHT-OF-WAY OF PEAR ORCHARD ROAD (70' R.O.W.); THENCE

SOUTH 00 DEGREES 10 MINUTES 59 SECONDS EAST ALONG THE WEST RIGHT-OF-WAY OF PEAR ORCHARD ROAD FOR A DISTANCE OF 178.75 FEET TO A SET PK NAIL; THENCE

NORTH 89 DEGREES 55 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 163.89 FEET TO A SET PK NAIL; THENCE

SOUTH 03 DEGREES 11 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 4.33 FEET TO A SET PK NAIL; THENCE

NORTH 81 DEGREES 23 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 36.42 FEET TO A SET PK NAIL; THENCE

NORTH 89 DEGREES 19 MINUTES 09 SECONDS WEST FOR A DISTANCE OF 185.11 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT OVER, UPON AND ACROSS THE FOLLOWING DESCRIBED PARCEL:

PARCEL 2 - 0.11 AC.±

BEING SITUATED IN THE SOUTHEAST 1/4 OF SECTION 31, T7N-R2E, CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI AND BEING A PART OF LOTS 1 AND 8 OF BLOCK 35 OF HIGHLAND COLONY, A SUBDIVISION, THE MAP OR PLAT OF WHICH IS RECORDED IN THE OFFICE OF THE CHANCERY CLERK OF MADISON COUNTY AT CANTON, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS, AS FOLLOWS; THENCE

COMMENCE AT THE POINT OF INTERSECTION OF THE WEST LINE OF LOT 7 OF THE SAID BLOCK 35 WITH THE NORTH RIGHT-OF-WAY OF COUNTY LINE ROAD AS IT EXISTED PRIOR TO 1983; RUN THENCE

NORTH FOR A DISTANCE OF 568.40 FEET; THENCE

EAST FOR A DISTANCE OF 888.00 FEET TO A SET PK NAIL AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PROPERTY, SAID POINT BEING MORE PARTICULARLY DESCRIBED AS BEING SOUTH 44 DEGREES 49 MINUTES 21 SECONDS EAST - 14.477.15 FEET OF A FOUND NATCHEZ TRACE PARKWAY MONUMENT MARKING THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, T7N-R1E, CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI; THENCE

SOUTH 00 DEGREES 01 MINUTE 15 SECONDS WEST FOR A DISTANCE OF 11.00 FEET; THENCE

SOUTH 89 DEGREES 19 MINUTES 09 SECONDS EAST FOR A DISTANCE OF 183.42 FEET; THENCE

SOUTH 83 DEGREES 13 MINUTES 13 SECONDS EAST FOR A DISTANCE OF 35.12 FEET; THENCE

SOUTH 89 DEGREES 55 MINUTES 41 SECONDS EAST FOR A DISTANCE OF 167.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF PEAR ORCHARD ROAD; THENCE

NORTH 00 DEGREES 10 MINUTES 59 SECONDS WEST ALONG THE WEST RIGHT-OF-WAY OF PEAR ORCHARD ROAD FOR A DISTANCE OF 14.00 FEET TO A SET PK NAIL THENCE

NORTH 89 DEGREES 55 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 163.89 FEET TO A SET PK NAIL; THENCE

SOUTH 03 DEGREES 11 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 4.33 FEET TO A SET PK NAIL; THENCE

NORTH 81 DEGREES 23 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 36.42 FEET TO A SET PK NAIL; THENCE

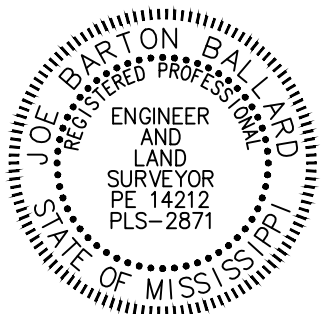
NORTH 89 DEGREES 19 MINUTES 09 SECONDS WEST FOR A DISTANCE OF 185.11 FEET TO THE POINT OF BEGINNING.

AND A 15' UTILITY EASEMENT DESCRIBED IN DEED BOOK 205, PAGE 211, IN THE CHANCERY COURT CLERK'S OFFICE IN MADISON COUNTY, MISSISSIPPI.

WITNESS MY SIGNATURE on this the _____ day of _____, 2013.

Registration Number P.L.S. No. 2871, P.E. 14212

Joe Barton Ballard



OWNER:
HOME OPTIONS, LLC
130 N. SECOND ST.
BROOKHAVEN, MS.39601

CERTIFICATE OF CITY APPROVAL - 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 section on the _____ day of _____, 2013.

ATTEST:

CITY CLERK - Paula Tierce
CITY OF RIDGELAND

MAYOR - Gene McGee
CITY OF RIDGELAND

CERTIFICATE OF COMPARISON - COUNTY OF MADISON - STATE OF MISSISSIPPI

We, _____, Chancery Clerk, and Joe Barton Ballard, Registered Professional Engineer and Land Surveyor, do hereby certify that we have carefully compared this plat of ORLEANS SQUARE OFFICE PARK, with the original thereof, as made by said Joe Barton Ballard, Registered Professional Engineer and Land Surveyor, and find it to be a true and correct copy of said map or plat.

Given under my hand and seal of office this _____ day of _____, 2013.

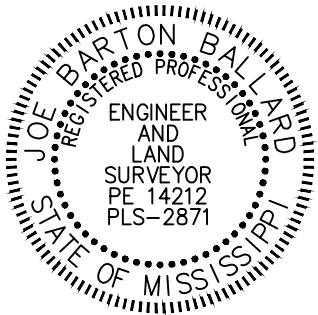
Joe Barton Ballard
P.L.S. No. 2871, P.E. 14212

Chancery Clerk

PROFESSIONAL ENGINEER'S CERTIFICATE - COUNTY OF MADISON - STATE OF MISSISSIPPI

I, Joe Barton Ballard, Registered Professional Engineer with the State of Mississippi, do hereby certify that ORLEANS SQUARE OFFICE PARK, meets all rules, regulations and ordinances as requested by the City of Madison with no exceptions.

Joe Barton Ballard
P.L.S. No. 2871, P.E. 14212

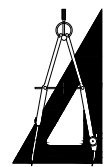
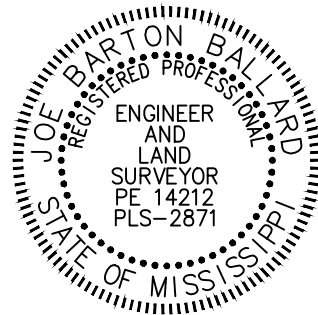


SURVEYOR'S CERTIFICATE OF COMPLIANCE WITH SUBDIVISION REGULATIONS STATE OF MISSISSIPPI COUNTY OF MADISON

I hereby certify that the monuments and markers shown hereon are in place on the ground and the plan and plat shown and described hereon area true and correct representation of a survey to the accuracy designated in the Subdivision Regulations for the City of Ridgeland, Madison County, Mississippi.

WITNESS MY SIGNATURE on the ____ day of _____, 2013

Joe Barton Ballard
P.L.S. No. 2871, P.E. 14212



Guest Consultants, Inc.

CONSULTING ENGINEERS • LAND SURVEYORS
TWENTY SIX EASTGATE DRIVE • P.O. BOX 1225 • BRANDON, MS 39043
TELEPHONE (601) 825-8341 FAX (601) 825-3032
EMAIL: guestcon@bellsouth.net



SHEET 2 OF 2

April 25, 2013

Mayor and Board of Aldermen
304 Highway 51
Ridgeland, MS 39157

Re: Request for a Parking Adjustment for Orleans Square Office Park

Address: 855 S. Pear Orchard Road, Ridgeland, MS
Parcel No.: 072I-31D-020/01.01
PPIN: 18732

To The Honorable Mayor and Board of Aldermen:

On behalf of Home Options, LLC, I hereby respectfully request a parking adjustment for the property identified above, pursuant to Section 37.02.D of the Zoning Ordinance of the City of Ridgeland, Mississippi (the "Ordinance"). Pursuant to the Ordinance the "size and spacing of parking spaces may be adjusted" where, among other things, there are unique topographical or lot geography conditions that justify such adjustment.

The subject property is pre-existing construction and is bounded on 3 of the 4 sides by roadway easements.

The current size and spacing for the parking spaces and drive aisles located on the above property are as follows:

All parking spaces are currently 8.5' wide by 17' deep.

Drive aisle between Bldg 1 parking spaces and Bldg 5 parking spaces is: 27'
Drive aisle between Bldg 2 parking spaces and Bldg 4 parking spaces is: 27'
Drive aisle between Bldg 2 parking spaces and Bldg 3 parking spaces is: 26'
Drive aisle between Bldg 3 parking spaces and Bldg 4 parking spaces is: 26'
Drive aisle between Bldg 1 parking spaces and Bldg 2 parking spaces is: 28'
Drive aisle between Bldg 4 parking spaces and Bldg 5 parking spaces is: 28'

Drive aisle between Bldg 1 parking spaces and Eastern edge of parking lot is: 21'
Drive aisle between Bldg 3 parking spaces and North edge of parking lot is: 22'
Drive aisle between Bldg 3 parking spaces and South edge of parking lot is: 21'
Drive aisle between Bldg 5 parking spaces and East edge of parking lot is: 23'

We request that the size and spacing of the parking spaces be adjusted as follows:

Reduce the required depth of all parking spaces from 18' to 17'.

Reduce the required width of all parking spaces from 9' to 8.5'.

Reduce the required drive aisle width for the following drive aisles only:

between Bldg 3 parking spaces and North edge of parking lot from 26' to 22'
between Bldg 3 parking spaces and South edge of parking lot from 26' to 21'

Because no physical changes are being made to the property, granting the requested parking adjustment will have no impact on the flow or safety of vehicular and pedestrian traffic. The requested parking adjustments will simply bring the pre-existing construction into compliance with the current zoning ordinance.

Should you have any questions or need further information in order to process this request, please do not hesitate to contact Kenneth Farmer at 601-360-9052 or via email at kenneth.farmer@youngwells.com.

Sincerely,

Home Options, LLC



Richard Johnson,
President

PREPARED BY & RETURN TO:

Kenneth D. Farmer (Bar No. 102793)
Young Wells Williams Simmons P.A.
Post Office Box 23059
Jackson, Mississippi 39225-3059
voice: 601-360-9052

INDEXING INSTRUCTIONS:

Part of Lots 1 and 8 of Block 35
Highland Colony Subdivision
SE 1/4 OF S31, T7N, R2E
Madison County, MS

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
ORLEANS SQUARE OFFICE PARK**

[_____], 2013

TABLE OF CONTENTS
ORLEANS SQUARE OFFICE PARK

ARTICLE I.	DEFINITIONS	1
Section 1.01	Definitions	1
ARTICLE II.	PROPERTY SUBJECT TO DECLARATION.....	4
Section 2.01	The Property	4
Section 2.02	Common Areas	4
ARTICLE III.	ASSOCIATION MEMBERSHIP AND VOTING RIGHTS	4
Section 3.01	Membership	4
Section 3.02	Action by Members	4
Section 3.03	Members' Voting Rights	4
Section 3.04	Membership Appurtenant to Real Property	5
Section 3.05	Voting Conflict Between Members	5
Section 3.06	Other Voting Provisions	5
ARTICLE IV.	BOARD OF DIRECTORS AND OFFICERS OF THE ASSOCIATION AND MANAGEMENT AGENT	5
Section 4.01	Board of Directors	5
Section 4.02	Officers	5
Section 4.03	Management Agent.....	5
ARTICLE V.	ASSESSMENTS.....	6
Section 5.01	Covenants for Assessments	6
Section 5.02	Maintenance Assessments	6
Section 5.03	Annual Maintenance Assessment.....	7
Section 5.04	Special Assessments	7
Section 5.05	Building and Lawn Maintenance	8
Section 5.06	Assessments Are Not Dues.....	9
Section 5.07	Costs and Expenses of Certain Damage	9
Section 5.08	Meetings to Approve Assessments.....	9
Section 5.09	Uniform Rate for Assessments	9
Section 5.10	Commencement of Annual Maintenance Assessment	9
Section 5.11	Assessment of Declarant.....	9
Section 5.12	Exempt Property	10
Section 5.13	Equitable Adjustments.....	10

ARTICLE VI.	ENFORCEMENT OF ASSESSMENTS.....	10
Section 6.01	Lien of Assessments	10
Section 6.02	Assessment Certificate.....	11
Section 6.03	Amount of Lien.....	11
Section 6.04	Priority of Lien	12
Section 6.05	Subordination to Mortgages	12
Section 6.06	Additional Default	13
ARTICLE VII.	INSURANCE.....	13
Section 7.01	Association's Insurance	13
Section 7.02	Owner's Insurance	13
ARTICLE VIII.	AD VALOREM TAXES	14
Section 8.01	Owners.....	14
Section 8.02	Association	14
ARTICLE IX.	PROPERTY RIGHTS.....	14
Section 9.01	Member's Easements of Enjoyment.....	14
Section 9.02	Delegation of Use	15
ARTICLE X.	ARCHITECTURAL CONTROL.....	15
Section 10.01	Establishment of the Architectural Review Committee	15
Section 10.02	Architectural Review Committee	15
Section 10.03	General Requirements	16
Section 10.04	Review Process.....	17
Section 10.05	Disclaimer.....	18
Section 10.06	Rules and Regulations	19
Section 10.07	Limitations.....	19
ARTICLE XI.	EASEMENTS.....	19
Section 11.01	Utility Easements.....	19
Section 11.02	Maintenance and Support Easements	20
Section 11.03	Ingress and Egress by the Association and Owners	20
Section 11.04	Easements to Run with Land	20
Section 11.05	Damage from Ingress and Egress	20
ARTICLE XII.	USE AND OTHER RESTRICTIONS AND REQUIREMENTS.....	21
Section 12.01	Use of Lots and Buildings	21
Section 12.02	Sales and Construction Activities.....	21
Section 12.03	Trespass	21
Section 12.04	Easement Interference	21

Section 12.05	Reconstruction after Fire or Other Casualty Loss	21
Section 12.06	Signs	21
Section 12.07	Lot Division and Addition	22
Section 12.08	Pets.....	22
Section 12.09	Vehicle Use and Storage; Parking	22
Section 12.10	Unsightly Conditions and Nuisances.....	22
Section 12.11	Fences and Sidewalks	23
Section 12.12	Ingress and Egress	23
ARTICLE XIII.	EXTERIOR MAINTENANCE	23
Section 13.01	Responsibility of Owner	23
Section 13.02	Failure of Owner to Perform.....	23
Section 13.03	Mechanic's Lien	24
Section 13.04	Responsibility of Association.....	24
ARTICLE XIV.	ENFORCEMENT OF DECLARATION	24
Section 14.01	Compliance	24
Section 14.02	Enforcement.....	25
ARTICLE XV.	GENERAL PROVISIONS.....	25
Section 15.01	Duration	25
Section 15.02	Amendments	25
Section 15.03	Interpretation.....	25
Section 15.04	Severability	25
Section 15.05	Headings	25
Section 15.06	Notices to Owner	25
Section 15.07	Successors of Declarant.....	26
Section 15.08	Incorporation by Reference on Resale.....	26
Section 15.09	No Dedication to Public Use	26
Section 15.10	Notice to and Rights of Eligible Mortgage Holders	26
Section 15.11	Captions and Gender.....	26
Section 15.12	Exhibits.....	26
ARTICLE XVI.	DECLARANT'S RIGHTS AND RESERVATIONS.....	27

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ORLEANS SQUARE OFFICE PARK

This Declaration of Covenants, Conditions and Restrictions for Orleans Square Office Park ("Declaration") is made on this the ____ day of _____, 2013, by Home Options, LLC, a Mississippi limited liability company ("Declarant").

The Declarant desires to create and develop on the property as described in Exhibit A attached hereto (the "Property"), a commercial community on the Property which shall have designated common areas ("Common Areas") and common facilities ("Common Facilities") for the benefit of Orleans Square Office Park. The Declarant desires to provide for the preservation of the values and amenities in, and the enhancement of, Orleans Square Office Park, and for the designation, administration and maintenance of the Common Areas and Common Facilities. Therefore, the Declarant desires to subject the Property described in Exhibit A hereto, including any and all improvements now or hereafter constructed on the Property, to the covenants, conditions, restrictions, uses, limitations, obligations, easements, servitudes, charges, assessments and liens contained in this Declaration which individually and collectively are for the benefit of the Property, each Owner and the Declarant.

The Declarant desires the efficient preservation of the values and amenities in, and the enhancement of Orleans Square Office Park; therefore, the Declarant has created and organized Orleans Square Office Park Property Owners' Association, Inc., a Mississippi nonprofit corporation ("Association"), and has delegated and assigned the 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, the Declarant declares that the Property is and shall be owned, leased, held, transferred, assigned, sold, conveyed, rented, used, occupied, hypothecated or encumbered, and improved subject to the provisions of this Declaration which (i) are agreed and declared to be beneficial for and in aid of the development of the commercial office community and the improvements of the Property, (ii) shall be deemed to run with and bind the Property, and (iii) shall inure to the benefit of and be enforceable by the Declarant, its successors and assigns, and each Person who has or acquires any interest in any portion of the Property or the improvements on the Property, including the Association, any Owner and any Person who holds such interest solely as security for the performance of an obligation or the payment of a debt.

ARTICLE I. DEFINITIONS

1.01. Definitions. For all purposes of this Declaration, the following words and terms shall have the meanings assigned in this Section 1.01 unless otherwise specified or the context requires a different construction.

(a) “Architectural Review Committee” shall mean and refer to the Declarant, the Board of Directors of the Association or the committee appointed by the Board of Directors to approve exterior and structural improvements, additions, and changes within the Development as provided in Article X hereof.

(b) “Articles” means the Articles of Incorporation of the Association, as amended from time to time.

(c) “Assessment” shall mean the share allocated to a Lot and thereby the Owners of such Lot of all Assessments levied by the Association pursuant to the provisions of Article V hereof and any and all expenses, costs, charges and other amounts incurred with respect to either such Lot or the satisfaction, discharge or compliance with any obligations or duties of the Owners of any Lot as specified in this Declaration.

(d) “Association” shall mean the Orleans Square Office Park Property Owners’ Association, Inc., a Mississippi nonprofit corporation, and its successors and assigns.

(e) “Board” or “Board of Directors” shall mean the Board of Directors of the Association.

(f) “Bylaws” shall mean the bylaws of the Association as amended from time to time.

(g) “Common Areas” shall mean all real property within the Property, including the Common Easement, that is designated as Common Area by deed, plat, this Declaration or other designation and owned by or otherwise made available to the Association for the common use, benefit and enjoyment of the Members.

(h) “Common Easement” shall mean, collectively, those certain private access and utility easements through, across, on and over the private streets within the Property, which are indicated on the Plat.

(i) “Common Expense” shall mean expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations or reserves.

(j) “Common Facilities” shall mean all the improvements constructed on any portion of the Common Area for the common use, benefit and enjoyment of the Members and may include, without limitation, signs, utility structures and facilities, lighting, fencing, gates (electronic or otherwise) and landscaping.

(k) “Declarant” shall mean Home Options, LLC, a Mississippi limited liability company.

(l) “Declaration” shall mean this Declaration of Covenants, Conditions and Restrictions for Orleans Square Office Park as supplemented from time to time.

(m) “Developer” means the Declarant and each Person who is a successor in title to or acquires a fee simple interest from the Declarant with respect to any Lot, except the Association, and with the Declarant’s permission is engaged in the business of the development, improvement and sale of any Lot, including the construction and sale of a building and related improvements or appurtenances on any Lot.

(n) "Eligible Mortgage Holder" shall mean those holders of a First Mortgage on a Lot who have requested, in writing, the Association to notify them on any proposed action that requires the consent of a specified percentage of eligible mortgage holders or of any Assessment or installment thereof, which shall become and remain delinquent for a period in excess of sixty (60) days.

(o) "First Mortgage" shall mean a mortgage, deed of trust or similar encumbrance creating a lien or encumbrance against a Lot which has priority over all other mortgages, deeds of trusts or similar encumbrances creating liens or encumbrances against such Lot.

(p) "Guidelines" shall mean the Architectural Guidelines which may from time to time be adopted by the Declarant, the Board of Directors or the Architectural Review Committee, appointed by the Declarant or the Board of Directors, as a part of these covenants to serve as a reference tool and decision-making guide for the proper development and construction of all improvements on Lots and property in Orleans Square Office Park. No such guideline, statement, criteria or the like shall be construed as a waiver of the provisions of any other provision or requirement of this Declaration.

(q) "Invitees" shall mean an Owner's tenants, guests, patrons, employees or other guests or invitees.

(r) "Lot" shall mean each parcel, plot or tract of land constituting a portion of the Property which is intended to be improved with a building, but does not include the Common Areas; provided, however, that the Lots shall be subject to the Common Easement and all other easements reserved in Article XI hereof.

(s) "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.

(t) "Member" shall mean each Person who holds or has any class of membership in the Association as provided by Article III.

(u) "Mortgagee" shall mean any Person who owns, holds or is the beneficiary of a mortgage, deed of trust or similar encumbrance creating a lien or encumbrance against any Lot, including, but not limited, to (i) a bank, (ii) a savings and loan association, (iii) a trust company, (iv) an insurance company, (v) a mortgage company, (vi) a trust, (vii) a mortgage insurance company, (viii) a mutual savings bank, (ix) a real estate investment trust, (x) a credit union, (xi) a pension fund, (xii) a recognized institutional type lender or loan correspondent, (xiv) county or municipal government, (xv) a corporation, or (xvi) an individual.

(v) "Owner" shall mean the record holder, whether one or more Persons, of a fee or undivided fee interest in or to any Lot, but excluding those Persons who hold an interest in a Lot merely as security for the performance of an obligation or payment of a debt.

(w) "Person" shall mean an individual, a corporation, a general or limited partnership, a limited liability company, an association, a trust, an estate or any other legal entity.

(x) "Plans" shall have the meaning ascribed thereto in Section 10.03 hereof.

(y) "Plat" shall mean the subdivision map(s) or plat(s) of the Property which has been or shall be filed for record in the office of the Chancery Clerk of Madison County, Mississippi.

(z) "Property" shall mean all real property situated in Madison County, Mississippi, which is described in Exhibit A, and all additions thereto which by annexation in accordance with the terms and provisions of this Declaration are subject to the covenants and restrictions of this Declaration.

(aa) "Supplement" means any amendment, modification, change or restatement of or to this Declaration.

ARTICLE II.

PROPERTY SUBJECT TO DECLARATION

2.01. The Property. The real property which is and shall be owned, leased, held, transferred, assigned, sold, conveyed, rented, used occupied, hypothecated or encumbered, and improved subject to this Declaration is the Property which is located in Madison County, Mississippi, and is more particularly described in Exhibit A.

2.02. Common Areas. The designation of any portion of the Property as a Common Area shall not mean that the public at large acquires any easement of benefit and enjoyment in or to the Common Areas. The Declarant reserves certain rights in and to the Common Area as set forth in Section 16.01 hereof.

ARTICLE III.

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

3.01. 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 Lot and is included in the definition of an Owner under Article I. When more than one Person owns or holds an interest or interests in a Lot, then all such Persons shall be Members.

3.02. Action by Members. The Association shall have two classes of voting Members. Class A members shall consist of all Members, except the Declarant. Class B member shall be the Declarant. Whenever any provision of this Declaration requires a vote of a specified percentage of the voting power of each class of Members, then such provision shall require a separate vote by the specified percentage of the voting power of the Class A Members and by the specified percentage of the voting power of the Class B 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.

3.03. Members' Voting Rights. Except as otherwise specifically provided in the Articles or the Bylaws, the voting rights of the Members shall be as follows:

(a) Whenever a vote of the Class A Members is required or permitted under this Declaration, the aggregate voting power of all Class A Members shall be equal to the aggregate

number of Lots owned by all Class A Members. Class A Members shall be entitled to one vote for each Lot owned by such Class A Members. When more than one Member owns or otherwise holds an interest or interests in a Lot, then the one vote for such Lot shall be exercised as such Members shall determine or as otherwise provided herein, but in no event shall more than one vote be cast with respect to any Lot.

(b) Until all of the Property has been sold or transferred by the Declarant, the Class B Members shall be the Declarant who shall be entitled to three votes for each Lot owned by the Class A Members.

3.04. Membership Appurtenant to Real Property. The membership of both the Class A Members and the Class B Member shall be appurtenant to the ownership of a Lot. 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 Lot to which the membership is appurtenant.

3.05. Voting Conflict Between Members. If the fee title to a particular Lot is owned of record by more than one Member, then the one vote appurtenant to such Lot may be exercised by any one of such Members, unless the other Members who own an interest in such fee title to the Lot shall object 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 Lot shall not be counted.

3.06. Other Voting Provisions. The Articles and/or the Bylaws 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.

ARTICLE IV.

BOARD OF DIRECTORS AND OFFICERS OF THE ASSOCIATION AND MANAGEMENT AGENT

4.01. 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 called by the Board of Directors for the purpose of electing Directors, the Board of Directors shall consist of three individuals appointed by the Declarant. At such meeting and continuing each year thereafter, the Board of Directors shall consist of at least three individuals. Directors are not required to be Members, and shall be appointed by the Declarant or elected by the Members in the manner prescribed in the Bylaws.

4.02. 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.

4.03. 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.

ARTICLE V.

ASSESSMENTS

5.01. Covenants for Assessments. Each Owner by acceptance of a Deed or other conveyance document for such Lot, 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 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 Lot and all undivided interest in such Lot, and shall be the personal obligation of the Person who is the Owner of such Lot at the time the Assessment fell due. No Class A Member may become exempt from or otherwise avoid liability for the payment of any Assessment by the abandonment of any Lot or by the abandonment or release of the Member's rights to use, benefit and enjoy the Common Area and/or Common Facilities. The Association acting by and through its Board of Directors shall have the right to levy all Assessments described in this Article V.

5.02. Maintenance Assessments. Except as permitted by this Section 5.02 and Section 5.07, any maintenance Assessments levied by the Association shall be used exclusively (i) to promote the health, safety and welfare of the Owners of the Property, including the improvement, maintenance, landscaping, and repair of the Common Areas and/or Common Facilities as herein provided 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 Common Areas and/or Common Facilities. The purposes for which the maintenance Assessments may be levied include, but are not limited to, the following purposes:

(a) The amount of all operating expenses of or for the Common Areas and/or Common Facilities and the services furnished or provided to or in connection with the Common Areas and/or Common Facilities, including charges for any services furnished or provided by the Association.

(b) The costs of appropriate or necessary management and administration of the Common Areas, including fees or other compensation paid to a Management Agent or other professionals or third parties retained by the Board of Directors.

(c) The amount of all taxes and assessments levied against the Common Areas and Common Facilities.

(d) The costs of hazard and liability insurance on the Common Areas and/or Common Facilities and the Association's other assets and the costs of such other insurance with respect to the Common Areas and/or Common Facilities and the Association's other assets and affairs as the Board of Directors considers appropriate.

(e) 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 Common Areas, and/or the Lots.

(f) The costs to maintain, replace, repair and landscape the Common Areas and any adjoining property, including but not limited to, the costs of such equipment as the Board of

Directors shall determine to be necessary or appropriate in connection with such maintenance, replacement, repair and landscaping. In addition, the Association (and not the Owners) shall be responsible for mowing all grass and maintaining all landscaping on the Property (including within the boundaries of the Lots). The cost of all such services shall be paid with the maintenance Assessments.

(g) The cost to construct, repair and maintain any Common Facilities.

(h) The cost to construct, repair and maintain the Common Easement, including, without limitation, any repairs needed to the private street named Orleans Square Place that is designated as such on the Plat. The Association (and not the Owners) shall be responsible for repairs to and maintenance of such private street, which costs shall be paid with maintenance Assessments.

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

5.03. 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 Section 5.02 hereof and shall fix and levy the annual maintenance Assessment at an amount sufficient to meet the budget adopted by the Board of Directors.

5.04. Special Assessments. In addition to the maintenance Assessments authorized in Section 5.01, 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:

(a) Insurance Proceeds Insufficient. If the proceeds of insurance obtained by the Association or Lot Owner are not sufficient to reconstruct improvements located on a Lot or otherwise effect any repair or restoration of any damage or destruction to all or any portion of the Property, then the Owners of the Lots on which improvements have been damaged shall be assessed as a special Assessment. Said special Assessment shall be made by written notification from the Board to the Owner of the Lot 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.

(b) Owner's Failure to Maintain Improvements. If any Owner fails to maintain or repair the exterior of the improvements constructed on his Lot in accordance with this Declaration, and the Board 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 Lot as a special assessment. Said special Assessment shall be made by written notification by the Board to the Owner of the Lot and shall be payable in full to the Association within ten (10) days following such notice.

(c) Damaged Common Areas. If any damage or destruction to any portion of the Common Area is caused by any negligent or malicious act or omission of any owner or his invitee, the Board shall cause the same to be repaired or replaced, and all costs and expenses incurred in connection therewith (to the extent not covered or reduced by insurance proceeds paid to or received by the Association) shall be assessed and charged solely to and against said owner and his lot as a special assessment. Said special Assessment shall be made by written notification from the Board to the owner and shall be payable in full to the Association within ten (10) days following such notice.

(d) Fiscal Year Assessment. In any fiscal year the Association may levy a special Assessment applicable only to that fiscal year (i) for the purpose of paying all or a portion of the costs of any construction, reconstruction, replacement or inordinate repair or maintenance of improvements on the Common Areas and Common Facilities, including the fixtures and personal property on or related to the Common Areas and/or Common Facilities, or (ii) for such other purposes as the Board of Directors may consider to be appropriate. Any such Assessment shall be approved by a vote of two-thirds (2/3rd) of the voting power of each class of the Members.

(e) Specific Lots. The Association may levy a special Assessment against any Lot and the Owners of any Lot for reimbursement (i) of or for repairs occasioned by the willful or negligent acts of the Owners of such Lot or their Invitee, or (ii) of or for any and all costs, expenses and expenditures made or incurred by the Association with respect to either such Lot, including work or activities performed on such Lot, including, but not limited to the discharge or satisfaction of any obligation or duty imposed on such Owners under this Declaration.

(f) Mutual Drives. The Association shall maintain, repair and replace all drives, ways, sidewalks and parking spaces and parking areas on the Property as the Association sees fit in its sole discretion. A Lot Owner shall not perform maintenance, repair or resurfacing on parking areas within the boundaries of such Owner's Lot or anywhere on the Property. The Association shall levy a special Assessment against any Lot and the Owners of any Lot to cover the cost of maintaining, repairing and/or resurfacing any parking spaces or parking areas on such Lot.

(g) Perimeter Fence. The Association may levy a special Assessment against each Lot and the Owners of each Lot to cover, in advance, any and all costs and expenses to be incurred by the Association with respect to the construction of a perimeter fence, as referenced in Section 12.11 hereof. Nothing herein shall obligate the Association to construct a perimeter fence; such fencing is at the sole option and discretion of the Association, at such time (if any) as the Association shall deem appropriate

5.05. Building 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 on any Lot. The Association shall have the responsibility and duty for the maintenance, repair and care of the Common Areas and Common Facilities and further shall provide for the landscaping and regular mowing of each Lot.

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

5.07. Costs and Expenses of Certain Damage. Whether or not specifically provided in this Declaration, if the Board of Directors determine that any Owner (i) 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, or (ii) is responsible for damage to the area of common responsibility which is not covered by insurance, 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 at the Owner's sole cost and expense. Such costs and expenses shall be increased by all amounts described in Section 6.03. All such amounts shall be considered to be a special Assessment under Section 5.04 against the Lot, and the Owners of such Lot 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 Lot which shall be enforceable by the Association.

5.08. Meetings to Approve Assessments. If the consent or approval of any class of the Members is required for any action under this Article V, 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 (2/3rd) of the voting power of each class of the Members.

5.09. Uniform Rate for Assessments. All Assessments shall be levied at a uniform rate for each Lot to which Class A membership is appurtenant, except special Assessments under Section 5.04(a), (b), (c) and (e). The Board of Directors may change or modify the pro rata obligations of any Lot or the Owners of such Lot for the purposes of levying Assessments, except special Assessments under Section 5.04(a), (b), (c) and (e), only if approved by at least two-thirds (2/3rd) of the voting power of each class of the Members. For any Lot where ownership of the fee interest has been divided, all Assessments to the Lot shall be paid in full by one Member.

5.10. Commencement of Annual Maintenance Assessment. The annual Assessment provided for herein shall commence as to all Lots, except Lots owned by the Declarant, on the first day of the month following the conveyance by the Declarant of any Lot to an Owner. Assessments on Lots owned by the Declarant shall commence as provided in Section 5.11 hereof. 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.

5.11. Assessment of Declarant. Unless required as a matter of law or as otherwise set forth in this Article, Declarant shall not, at any time, be subject to the annual maintenance Assessment; however, the Declarant hereby agrees that until such time as Declarant ceases to be a Class B member, Declarant will pay to the Association any deficit amounts not covered by the

income of the Association which are reasonably necessary to maintain the Common Area in a neat, attractive condition. In determining whether such a deficit exists, paper expenses, such as depreciation, shall not be taken into consideration. Any such deficit amount required to be paid by Declarant shall be treated as an Assessment and subject to the provisions of Article VI; provided, however, any lien for such an Assessment shall apply only to those Lots owned by the Declarant which are subject to this Declaration and the amount thereof shall be divided equally among all such Lots; and, provided further, that in no event shall the Declarant be required to pay any amounts, specifically including any deficit amount, which would exceed an amount equal to the number of Lots owned by the Declarant and subject to the Declaration at the time Declarant becomes responsible for payment, or the time the deficit is incurred (for purposes of this proviso, "the time the deficit is incurred" means the time in which the expense creating such deficit becomes a binding obligation upon the Association). In addition, and notwithstanding anything to the contrary herein, the Declarant may contribute Assessments due from it in services or materials or a combination of services and materials, rather than in money (herein collectively called "in-kind contribution"). The amount by which monetary Assessments shall be decreased as a result of any in-kind contribution shall be the fair market value of the contribution reasonably determined by the Declarant.

5.12. Exempt Property. No Assessments of any kind or nature shall be levied by the Association against (i) any portion of the streets and other real property and improvements dedicated and accepted by the local public authority and devoted to public use (if any), (ii) all areas unplatted or reserved for future development by this Declaration on the Plat of the Property, (iii) the Common Areas or Common Facilities.

5.13. Equitable Adjustments. If a Supplement is filed for record which specifies that a greater or lesser level of use, benefit or enjoyment of the Common Area or of services shall be available or provided by the Association with respect to any portion of the Property, then the Supplement may provide a different method or basis for the establishment, determination and calculation of the annual maintenance or special Assessments hereunder with respect to the Property. In such event, the Board of Directors shall have the authority to make equitable adjustments in and to the procedures described in this Article V for the establishment, determination and calculation of the annual maintenance and special assessments to reflect any such different level of use, benefit and enjoyment of the Common Area or services available or provided by the Association.

ARTICLE VI.

ENFORCEMENT OF ASSESSMENTS

6.01. Lien of Assessments. Each Assessment with respect to or against a Lot plus such additional amounts as are specified in Section 6.03 shall be (i) a charge on the land, (ii) a continuing lien upon and against the Lot and all interest in the Lot, (iii) binding upon such Lot and all interest in the Lot, and (iv) the continuing joint and several personal obligation and liability of each Person who was an Owner of such Lot 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 Lot.

The personal obligation of each Member to pay all Assessments levied against their Lot 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 in Section 6.03. 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 Lot 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 Lot or by abandonment or release of the Member's rights to the use, benefit and enjoyment of the Common Areas and Common Facilities.

6.02. Assessment Certificate. Upon five (5) business days' notice, the Board of Directors shall furnish a certificate signed by an Association officer 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 reasonable charge for the issuance of a certificate.

6.03. Amount of Lien. Upon the default by any Owner of any Lot in the payment of any installment of an Assessment, the entire unpaid balance of all Assessments against the Lot and the Owners of the Lot 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 and special Assessments, the following amount shall be considered to be special Assessments against the Lot and the Owners of such Lot and shall be subject to the lien of Assessments provided under Section 6.01:

(a) 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.

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

(c) 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.

(d) Interest on or with respect to all amounts specified in this Section 6.03, 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.

6.04. Priority of Lien. The lien to secure payment of an Assessment against a Lot 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 First Mortgage on such Lot made in good faith and for value received and duly recorded prior to the Assessment creating the lien against the Lot, or duly recorded after receipt of a certificate under Section 6.02 stating that payment of the Assessment was current as of the date the First Mortgage was filed for record.

6.05. Subordination to Mortgages. As provided by Section 6.04, the lien against any Lot to secure payment of any Assessment shall be subordinate to the lien of any duly recorded First Mortgage on or against the Lot made in good faith and for value received, and shall not affect the rights of the holder of any First 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 Lot pursuant to a foreclosure of any such First Mortgage, or prior to the execution of any deed, assignment or other proceeding or arrangement in lieu of foreclosure. Any such holder of a First Mortgage who acquires possession of such Lot 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 Lot free of any claims for unpaid Assessments levied against the Lot which accrued prior to the time such holder acquires possession of the Lot, 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 Lots. However, such foreclosure, deed, assignment or other proceeding or arrangement in lieu of foreclosure shall not relieve the holder of the First 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 in this Article VI.

No amendment to this Section 6.05 shall adversely affect the rights of the holder of any First Mortgage on any Lot filed for record prior to the amendment being filed for record of the holder or any indebtedness secured by such First Mortgage, unless such holders execute, approve or consent to the amendment.

In its sole and absolute discretion, the Board of Directors may extend the provisions of this Section 6.05 to a Mortgagee not otherwise entitled to the benefits of this Section 6.05.

6.06. Additional Default. Any First Mortgage encumbering a Lot shall provide that any default by the mortgagor in the payment of any Assessment or any installment of an Assessment shall be a default under the First Mortgage. The failure to include such a provision in any First Mortgage shall not affect the validity or priority of the First Mortgage, and the protection extended by Section 6.04 and Section 6.05 to the holder of the First Mortgage or the holder of the indebtedness secured by the First Mortgage shall not be altered, modified or diminished by reason of or as result of such failure.

ARTICLE VII.

INSURANCE

7.01. 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.

7.02. Owner's Insurance.

(a) Each Owner shall insure their building and other improvements on their Lot at all times for full replacement value against losses due to hazards which may be insured or covered under extended all risk coverage provisions, including fire, windstorm, hail explosion, riot, civil commotion, aircraft, vehicles, and smoke, and other hazards, and shall furnish the Association proof of such coverage. In every case of a loss due to any of these hazards, each Owner, by accepting title to such Owner's Lot, does hereby covenant with the Association and all Owners of Lots, that such Owner shall promptly repair or rebuild their building and other improvements from the insurance proceeds and if such proceeds are insufficient, from such Owner's personal funds. Repair or reconstruction of the improvements as used here shall mean restoring the building and other improvements to substantially the same condition which existed prior to the damage.

(b) In order to further assure and guarantee the repair and reconstruction of the building and other improvements in the event of loss or damage as delineated in (a) above, each Owner's hazard insurance policy shall carry a special endorsement naming the Association as an additional insured, as its interests may appear, in the property coverage on such Owner's building only; and each Owner shall furnish the Association with a copy of such policy. In addition thereto, each Owner does, by his acceptance of a deed to such Owner's Lot, irrevocably constitute and appoint the Association, coupled with an interest, acting by and through its Board of Directors, as such Owner's true and lawful attorney in his name, place, and stead for the purpose of accomplishing the repair or reconstruction of the improvements in the event the owner fails or refuses to carry out any of the provisions contained herein. If insurance proceeds are insufficient to cover the cost of reconstruction, then the Association may pay the excess and the cost thereof shall be assessed to such owner and levied as a special Assessment against such Owner's Lot as provided in Section 5.04(a).

(c) Each Owner shall be responsible at their own expense and cost for their own personal insurance on the contents of their building and other improvements, including decorations, furnishings and personal property in or on such building or the other improvements, and their

personal property stored elsewhere on their Lot or the Property, and for their personal liability to Persons.

ARTICLE VIII.

AD VALOREM TAXES

8.01. Owners. Each Owner shall be responsible for the payment of and shall promptly pay all ad valorem taxes assessed on or against their Lot and improvements on their Lot.

8.02. Association. The Association shall pay the ad valorem taxes assessed on or against the Common Areas and the Association's other assets.

ARTICLE IX.

PROPERTY RIGHTS

9.01. Member's Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Areas and Common Facilities which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Declarant or the Association, acting by and through its Board of Directors, to dedicate or transfer all or any part of the Common Areas to any governmental agency or authority or any utility for such purposes and subject to such conditions as may be determined by the Declarant or the Association. No such dedication or transfer shall be effective unless either Members representing at least two-thirds (2/3rd) of the voting power of Members approve or consent to such dedication, transfer, purpose and conditions, or an instrument agreeing or consenting to such dedication or transfer executed by Members representing at least two-thirds (2/3rd) of the voting power of Members has been filed for record.

(b) In accordance with the Articles and the Bylaws, the right of the Association to borrow money to repair, maintain or improve all or any portion of the Common Areas and Common Facilities in a manner designed to promote the enjoyment and welfare of the Members, and in connection with any such loan to subject all or any portion of the Common Areas and Common Facilities to the liens of deeds of trust or other security interests. The Association shall not borrow money or subject all or any portion of the Common Areas or Common Facilities to the lien of a deed of trust or other security interest unless approved by Members representing at least two-thirds (2/3rd) of the voting power of Members.

(c) The right of the Association and/or its Board of Directors to take any action permitted by this Declaration as is reasonably appropriate or necessary to prevent a default of any of the Association's obligations or to protect the assets of the Association against or from foreclosure or enforcement of a security interest by a creditor.

(d) The right of the Association and/or its Board of Directors to adopt reasonable rules and regulations with respect to the use of the Common Areas and Common Facilities.

(e) The right of the Declarant to dedicate or grant the streets, roads, parking areas; sidewalks and/or rights-of-way as may be shown and designated on the Plat to any governmental

authority having jurisdiction over the Property or as the Declarant may otherwise determine in its sole discretion.

(f) The right of the Declarant (so long as the Declarant owns of record any portion of the Property) and, thereafter, the Association to grant licenses, rights of way, and easements for access or for the construction, reconstruction, maintenance and repair of any public or private utility lines or appurtenances to any governmental agency or authority or any utility, the Declarant or any other Person, provided that no such license, right of way or easement shall be unreasonably and permanently inconsistent with the rights of the Members to the use, benefit and enjoyment of the Common Area.

(g) The right of the Association to maintain guarded or electronically monitored gates to restrict or monitor vehicular traffic over, on or across any public or private streets and roads located or situated in or on any portion of the Property, if permitted by the authority having jurisdiction over such street or road.

(h) The right of (i) the Declarant to sell, convey, dedicate or transfer any part of the Common Area and/or or Common Facilities in its discretion without consent of the Association, the Members or any other Person, as long as the Declarant owns of record any portion of the Property; and (ii) the Association to sell, transfer or convey any part of the Common Area and/or Common Facilities which it determines to be beneficial to the Members, upon the consent of two-thirds (2/3rd) of the voting power of Members, or upon the filing for record of an instrument agreeing or consenting to such sale, transfer or conveyance executed by Members representing at least two-thirds (2/3rd) of the voting power of Members.

9.02. Delegation of Use. In accordance with the Bylaws and subject to such reasonable rules and regulations as the Board of Directors may adopt or promulgate and uniformly apply and enforce, any Member may delegate such Member's rights to the use, benefit and enjoyment of the Common Areas and Common Facilities to (i) lessees under leases permitted under this Declaration, (ii) contract purchasers, and (iii) Invitees.

ARTICLE X.

ARCHITECTURAL CONTROL

10.01. Establishment of the Architectural Review Committee. There is hereby established the Orleans Square Office Park Architectural Review Committee (referred to herein as "Architectural Review Committee"). The Architectural Review Committee shall be appointed by the Declarant as long as the Declarant owns of record any portion of the Property. Thereafter, the Architectural Review Committee shall be appointed by the Board of Directors.

10.02. Architectural Review Committee. After the Declarant has sold or transferred all of the Property, the Architectural Review Committee shall consist of not less than three or more than five individuals who shall be appointed or designated from time to time by the Board of Directors and who may be but are not required to be Members. The members of the Architectural Review Committee shall serve at the pleasure of the Board of Directors and may be removed at any time by the Board of Directors with or without cause. The affirmative vote of a majority of the members of the Architectural Review Committee shall be required to make any finding,

determination, ruling or order or to issue any permit, consent, approval or disapproval under this Declaration, including this Article X and the approval or disapproval of all or any portion of any Plans, or to recommend that the Board of Directors adopt any rule or regulation relating to the provisions of this Article X.

10.03. General Requirements. Except for the purposes of proper maintenance and repair, no improvement, including, but not limited to, buildings, fences, walls or other structures, and no exterior addition, change or alteration to any improvement, including any change or alteration of color, shall be commenced, erected, constructed, placed, altered, moved, maintained or permitted to remain on any portion of the Property, including any Lot, until after compliance with the review process of this Article X and approval of the Plans by the Architectural Review Committee. Any Developer or other builder, including any Owner or lessee of a Lot shall not remodel or alter existing improvements on any Lot until approval has been granted by the Architectural Review Committee in accordance with the review process of this Article X. Guidelines and a review and approval process may be established to provide owners, architects and contractors with parameters for the preparation and approval of these drawings and specifications. The Guidelines are incorporated herein and made a part hereof by reference. A copy of the Guidelines may be obtained from the Declarant or the Association. Prospective purchasers of Lots are encouraged to review these Guidelines prior to purchasing a Lot. To cover expenses of review, including expenses of architects or other consultants, the Architectural Review Committee may charge a fee for reviewing applications, which fee may be established by the Architectural Review Committee from time to time. The Guidelines provide among other things, that the Developer, Owner or other builder, at its expense, shall complete and submit to the Architectural Review Committee two complete sets of the following plans (collectively, the "Plans"), which plans shall provide for a first class structure, workmanship and materials, for review by the Architectural Review Committee:

(a) Building plans, at a reasonable scale, and building specifications, which shall include the location, nature, shape, height, materials, color and finish of materials, type of construction, floor plans and elevations, details of exterior wall construction and other exterior features, gross square footage and other characteristics of the improvements and other information required or specified by the Architectural Review Committee. All exterior features of the improvements, including the style of the building, materials, color, roof, the specifications for the construction of all access drives, parking areas, sidewalks, fences and walkways and the location of all improvements are specified in the Guidelines. Said Guidelines must be adhered to and shall be strictly enforced.

(b) A drainage plan which will coordinate with the overall area drainage.

(c) A site plan, at a reasonable scale, which will include an accurate grading plan and which shall show the location of all (i) improvements, (ii) exterior lighting and signs, (iii) pedestrian sidewalks and walkways, fences, buffer areas, vehicular circulation and parking areas, and (iv) designation of all proposed utility lines, air-conditioning units, aerial lines, pipes, conducts, transformers and similar equipment.

(d) A landscape plan which should show (i) all significant landscape features, plantings, fences, buffer areas and other landscape improvements on the Lot and (ii) all trees of significant size and designation of which trees will be removed for improvements on the Lot.

(e) A statement by the Developer's or other builder's architect and engineer or, if none, by the Developer or other builder that the proposed construction complies with all applicable building and zoning codes and regulations and this Declaration.

(f) A construction timetable or schedule, including anticipated completion date.

Until after compliance with the review process of this Article X and approval of the Plans by the Architectural Review Committee, no Developer or other builder shall (i) install, erect, attach, apply, paste, hinge, screw, nail, guild, alter, remove or construct any (1) lighting, (2) shade, screen, awning or patio cover, (3) exterior decoration, (4) fence or wall, (5) aerial line, (6) antenna, radio or television broadcasting or receiving device, (7) slab, sidewalk, driveway, road, curb or gutter, or (8) patio, balcony or porch, (ii) make any change or otherwise alter, including any change or alteration of color, in any manner whatsoever to the exterior of any improvement constructed upon any Lot or upon any portion of the Common Areas, (iii) combine or otherwise join two or more buildings or partition such buildings after combination except on Lots specifically permitted by the Declarant, this Declaration or the Board of Directors and/or as shown and designated on the Plat, or (iv) make any change or alteration to the interior or exterior of any building which will alter the structural integrity of the building or otherwise affect the Lot or the Property, the interest or welfare of any other Owner or the Association, materially increase the cost of operating or insuring any of the Common Areas, Common Facilities, or impair any easement.

10.04. Review Process. Within fifteen (15) business days after receipt of all of the Plans, the Architectural Review Committee shall review the Plans and shall either approve or disapprove all or any portion of the Plans. Written notice of such decision shall be given to the Developer or other builder, and such notice shall specify the reasons for any disapproval. The Architectural Review Committee's right to disapprove the Plans shall be limited to (i) the failure of the Developer or other builder to include information required by, or otherwise satisfy the requirements of, this Article X or other provisions of this Declaration, (ii) objections to the design, general massing, color, materials, landscaping or development of any proposed building or improvement which the Architectural Review Committee determines to be incompatible with the existing or surrounding structures on, or the topography and conformity with the design concept of or for, the Property, (iii) objections that the Plans do not provide for first-class structure, workmanship or materials, (iv) failure to provide a landscape plan which is consistent with the quality, development or design of the Property, or (v) any other reason or reasons which are not arbitrary or capricious, including, but not limited to, aesthetic considerations.

If any portion of the Plans is not approved, the Developer or other builder shall amend and modify the Plans to conform to the requirements of and to cure any objections made by the Architectural Review Committee. Upon the completion of each amendment and modification, the Plans shall be resubmitted to the Architectural Review Committee for review and approval or disapproval. The Architectural Review Committee's right to disapprove the amended and modified Plans shall be confined to (i) the portion of the Plans not previously approved, (ii) new

matters not disclosed by or included in the Plans previously submitted, or (iii) matters which do not satisfy the requirements of this Article X or other provisions of this Declaration.

The Developer or other builder must obtain written approval of the Plans from the Architectural Review Committee prior to commencement of any on-site storage or construction, installation, clearing, grading, paving or landscaping, except to the extent the Developer or other builder may receive written permission from the Architectural Review Committee to engage in any or some of such activities prior to the review or approval of the Plans.

If the Developer or other builder desires to materially modify or change the Plans after approval of the Plans, but not including modifications or changes of or to the interior design, then the Developer or other builder shall submit two complete copies of such proposed changes to the Architectural Review Committee for review and approval or disapproval.

If the Architectural Review Committee shall fail to approve or disapprove the Plans, amended and modified Plans and/or proposed modifications or changes to the Plans within fifteen (15) business days after receipt of the Plans, then such approval shall not be required, and the Plans, amended or modified Plans or proposed modifications or changes to the Plans will be deemed to have been approved by the Architectural Review Committee.

The decisions of the Architectural Review Committee shall be final except that any decision may be appealed to the Board of Directors by any Member who is aggrieved by any action or forbearance from action by the Architectural Review Committee or by any policy, standard, or guideline established by the Architectural Review Committee, and upon written request such Member shall be entitled to a hearing before the Board of Directors.

The Developer or other builder will be responsible for the payment of reasonable charges established by the Board of Directors from time to time for the Architectural Review Committee's review of the Plans or amendments, modifications or changes to Plans, but no charges shall be imposed on any governmental authority using any portion of the Property. The Architectural Review Committee shall retain one copy of the Plans as approved or disapproved in the Association's permanent records and shall return to the Developer or other builder one copy of the Plans, as approved, marked or stamped with such approval.

10.05. Disclaimer. The Board of Directors, the Architectural Review Committee, each director and each officer of the Association, each member of the Architectural Review Committee and the Association and, if applicable, the Declarant shall not be liable to any Owner or to any other Person on account of any claim, liability or expense suffered, incurred or paid by or threatened against such Owner or other Person arising or resulting from or in any way relating to the subject matter of any reviews, acceptances, inspections, permissions, consents or required approvals which must be obtained from the Architectural Review Committee or public authorities, whether given, granted or withheld. No approval of Plans and no publication of architectural standards or bulletins shall be construed either to represent, guarantee or imply that such Plans or architectural standards will result in a properly designed building or other improvement, or to represent, guarantee or imply that any building or other structure or improvement will be built or constructed in a good, workmanlike manner. Approval of any particular Plans shall not be construed as a waiver of the right of the Architectural Review

Committee to disapprove all of any portion of the Plans if such Plans are subsequently submitted for use in any other instance.

10.06. Rules and Regulations. Upon the recommendation of the Architectural Review Committee, from time to time the Board of Directors may (i) adopt and promulgate such rules and regulations regarding the construction or alteration of any structure or improvement and the form and content of Plans to be submitted to the Architectural Review Committee for review and approval or disapproval, and (ii) publish and/or file for record such statements of policy, standards, guidelines, and establish such criteria relating to architectural styles or details, colors, size, set-backs, materials or other matters relating to architectural control, protection of the environment, including the use and application of fertilizers, pesticides and other chemicals, and the preservation of such aesthetic values and characteristics and amenities, as may be considered necessary and appropriate. No such rules, regulations, statements or criteria shall be construed as a waiver of any provision of this Article X or any other provision of requirement of this Declaration.

10.07. Limitations. Construction in accordance with approved Plans shall be commenced within six (6) months after approval, whether by affirmative action or by forbearance from action, and shall be substantially completed either within six (6) months after construction commences, or within such other period as the Architectural Review Committee shall specify in the approval of the Plans. If construction is not commenced or is not completed as required in this Section 10.07, then approval of the Plans shall be conclusively deemed to have lapsed and compliance with the provisions of this Article X shall be required again.

ARTICLE XI. EASEMENTS

11.01. Utility Easements. The Declarant, the Association, and each utility providing service to the Property shall have and is granted or reserved for the use thereof nonexclusive easements and rights-of-way in, through, across, on, over and under the portions of the Property which are not improved with buildings or other structures, including full rights of ingress and egress, for the installation, operation, use, maintenance, repair and removal of utilities and drainage facilities and floodway easements located in utility or drainage easements as shown and designated on a Plat, and the right to remove any obstruction in any utility or drainage easement which may interfere either with the use of any utility or drainage easement or with the installation, operation, use, maintenance, repair and removal of such utility or drainage facility. All utilities services shall be installed and maintained underground.

The Declarant shall have nonexclusive easements and rights-of-way in, through, across, on, over and under the portion of the Common Areas which is not improved with the buildings or structures to store building supplies and materials, install, construct, maintain, reconstruct and repair sewers, water pipes, irrigation pipes, electrical wires or cables, telephone wires or cables, gas lines, storm drains, television cables, underground conduits, and any related improvements or appurtenances and for all other purposes reasonably related to the completion of construction, and the provision of public or private utility services to any portion of the Property. Any and all conveyance documents from the Declarant to the Association with respect to the Common Areas shall be conclusively deemed to incorporate the provisions of this Section 11.01, whether or not

specifically contained in such conveyance documents or assignments. At the Declarant's request, the Association shall from time to time acknowledge, and deliver to the Declarant such documents that the Declarant considers necessary to implement the provisions of this Section 11.01.

The reservation and rights in this Section 11.01 expressly include the right to (i) cut any trees, bushes, or shrubbery, (ii) make any grading of the soil, (iii) construct a perimeter fence and/or landscape buffer around all or part of the Property, and (iv) take any other similar action reasonably necessary to provide economical and safe utility and drainage facility installment, repair and maintenance and to maintain reasonable standards of health, safety and appearance.

11.02. Maintenance and Support Easements. Where buildings are permitted on or in close proximity to the boundaries of a Lot, the Common Areas and each Lot and building on such Lot shall be subject to irrevocable easements for the benefit of the Association and the Owners of the adjoining Lots and abutting buildings for (i) drainage and landscaping (ii) the maintenance and unobstructed and uninterrupted use of any and all pipes, ducts, flutes, chutes, conduits, cables and wire outlets and utility lines, (iii) maintenance and lateral support of adjoining and abutting buildings and improvements, (iv) such portions of any building or improvements that may overhang or encroach upon a Lot or any portion of the Common Areas, and (v) the walks and sidewalks serving such adjoining and abutting areas.

11.03. Ingress and Egress by the Association and Owners. Full rights of ingress and egress shall be had by the Association at all times over and upon each Lot for the carrying out by the Association of its functions, duties and obligations hereunder; provided that any such entry by the Association upon any Lot shall be made with as little inconvenience to the Owner as practical, and any damage caused thereby shall be repaired by the Association at the expense of the Association and paid from the Association's maintenance fund. Full rights of ingress and egress shall be had by the Association, each Owner and its Invitees in, through, across, on, over and upon the Common Easement and any addition thereto (if any) and any other streets and drives within the Property that are indicated on the Plat.

11.04. Easements to Run with Land. All easements and rights described herein are easements running with the land, perpetually in full force and effect, and at all times shall inure to the benefit and be binding upon the Declarant, its successors and assigns, and any Owner, purchaser, mortgagee and other person having an interest in the property or any part or portion thereof.

11.05. Damage from Ingress and Egress. Any entry by the Declarant, the Association, and Owner or any utility upon any Lot for the purposes permitted or contemplated by this Article XI shall be made with as little inconvenience to the Owner as reasonably practical, and all physical damage to any Lot or improvement on a Lot resulting from or caused by such entry shall be promptly repaired and restored. Said repairs will be at the expense of the party causing the damage.

ARTICLE XII.
USE AND OTHER RESTRICTIONS AND REQUIREMENTS

12.01. Use of Lots and Buildings. Except (i) for the activities of a Developer or other builder during the construction and development of a Lot or the Common Areas (ii) for activities and uses expressly permitted and not substantially inconsistent with the provisions of this Declaration (iii) as may be necessary or appropriate in connection with reasonable and necessary repairs or maintenance to any building or other improvements on a Lot or the Common Areas and (iv) as permitted by Section 12.03, each Lot and building shall be used for commercial office purposes only. In no event shall any Lot or building or other improvements on a Lot be used as a storage or warehouse area, except as specifically permitted by this Declaration.

12.02. Sales and Construction Activities. The Declarant is expressly permitted and authorized to maintain and conduct such facilities and activities as may be reasonably appropriate, necessary, required, convenient or incidental to the construction, completion, improvement and sale of Lots and/or buildings or the development of Lots, buildings and other improvements, and the Common Areas, including, without limitation, the installation and operation of sales and construction trailers, offices and other structures or other improvements. The location of any construction trailers of any Developer or other builder shall be subject to the Declarant's approval. The right to maintain and conduct such facilities and activities specifically includes the right to use buildings as models, as offices for the sale of Lots and/or buildings, and for related activities. The Declarant is expressly permitted and authorized to use, stock, maintain, locate, store and place on any portion of the Property any and all equipment, tools and vehicles as may be reasonably appropriate, necessary, required, convenient or incidental to such construction, improvement, completion, sale or development, including, but not limited to, construction equipment and construction machinery and vehicles.

12.03. Trespass. Whenever the Association and/or the Declarant is permitted by this Declaration to repair, clean, clear out or do any action on any part of the Property, including perform obligations or duties imposed on any Owner under this Declaration, then entering any Lot or any portion of the Property for such purposes and taking such action shall not be or be deemed to be a trespass.

12.04. Easement Interference. No structure, planting or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, diminish, obstruct, or retard the direction of flow of surface water runoff in any drainage easement, swale or channel.

12.05. Reconstruction after Fire or Other Casualty Loss. If a building is partially or completely destroyed by fire or other casualty, the Owner of such building shall promptly restore or reconstruct such building, at their own expense, in accordance with the original Plans or as otherwise approved by the Architectural Review Committee in accordance with the procedure for obtaining such approval as provided in Article X hereof.

12.06. Signs. Except as may be required by legal proceedings, no signs, advertising or ornaments of any kind shall be placed, maintained or permitted on a Lot or within any windows or on the exterior of any building or other structure located on any Lot by any Person, including

the Owner, without the approval of the Declarant and/or the Architectural Review Committee and in compliance with applicable governmental authorities. The approval of any signs and posters, including name and address signs, shall be upon such conditions the Declarant and the Architectural Review Committee shall determine from time to time, and approval may be arbitrarily withheld. The restrictions of this Section 12.06 shall not apply to the Declarant. The Board of Directors shall have the right to erect reasonable and appropriate signs on any portion of the Common Areas and Common Facilities and within easement areas established by this Declaration.

12.07. Lot Division and Addition. No Lot, except as provided in Article XVI hereof, shall be further subdivided and no more than one building shall be constructed or permitted on each Lot. It is important that the visual appearance and streetscape quality not be altered by decreasing the density of buildings in Orleans Square Office Park. Any such changes as might occur by placing one building on two Lots must be preapproved by the Declarant until all Declarant's Lots are sold and thereafter by the Board of Directors and the Architectural Review Committee.

12.08. Pets. No animals, livestock or poultry of any kind, shall be raised, bred, kept, staked, pastured or allowed on any Lot or on portion of the Common Areas, except service dogs for the blind, handicapped or other legitimate medical reason.

12.09. Vehicle Use and Storage; Parking.

(a) Vehicles shall be currently licensed and maintained in operating condition, so as not to cause or create hazards or nuisances by excessive noise levels, exhaust emissions, or appearance. Inoperative motor vehicles are strictly prohibited from the Property except for emergency situations. No motor vehicle may be repaired (except for emergency repairs) on any Lot, street, or Common Areas within the Property.

(b) All parking spaces on the Property shall be open for use by each Lot Owner and its Invitees. The intent of this provision is, among other things, to ensure that no parking spaces are reserved for use by any one Lot Owner and instead that all parking spaces remain open for use by all Lot Owners and their respective Invitees.

12.10. Unightly Conditions and Nuisances. It shall be the responsibility of each Owner and tenants thereof to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on the Property which shall tend to substantially decrease the beauty of the community of Orleans Square Office Park as a whole or as a specific area. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Property or shall any nuisance or odors be permitted to operate upon or arise from the Property, so as to render any portion thereof unsanitary, unsightly, offensive or detrimental to persons using or occupying any other portions of the Property. Noxious or offensive activities shall not be carried on or permitted on any Lot or in any building or any part of the Common Areas and each Owner, Owner's Invitees, servants and agents shall refrain from any act or use of a Lot, building or the Common Areas which would cause disorderly, unsightly or unkempt conditions or which would cause embarrassment, discomfort, annoyance or nuisance to the occupants of other portions of the Property or which would result in a cancellation of any insurance from any portion of the Property or which would be in violation of any law, governmental code or

regulation. Without limiting the generality of the foregoing conditions, no exterior speakers, horns, whistles, bells, or other sound devices except security and fire alarm devices used exclusively for such purposes shall be located, used, or placed within the Property. Any Owner, or such Owner's Invitees, servants, or agents, who dumps or places any trash or debris upon any portion of the Property, except for trash or garbage placed within the designated area for regular pickup and removal of such trash and garbage, shall be liable to the Association for the actual costs or removal thereof or the sum of \$300.00 as a special Assessment, whichever is greater, and any sum shall be added to and become a part of that portion of the assessment next becoming due to which the Owner and such Owner's Lot are subject.

12.11. Fences and Sidewalks. No fences are allowed on the Lots within the Property unless such fencing, including its location, height and material is approved by the Declarant or the Architectural Review Committee. The location, design, material, and style of any pedestrian sidewalks shall be as required by and approved by the Declarant or Architectural Review Committee. The Association reserves the right to install a fence around all or part of the perimeter of the Property within the easement granted in Section 11.01 hereof. Each Owner hereby agrees to the Association's installation of a perimeter fence approved by the Architectural Review Committee at such time as the Association shall deem appropriate. Said fence shall be paid for with a special Assessment against each Lot as set forth in Section 5.04(g) hereof.

12.12. Ingress and Egress. Vehicular ingress and egress to all Lots shall be from the Common Easement or private streets within Orleans Square Office Park as approved by the Declarant or the Architectural Review Committee.

ARTICLE XIII.

EXTERIOR MAINTENANCE

13.01. Responsibility of Owner. Each Owner shall keep and maintain the building and all improvements constructed or placed on each Owner's lot, including landscaping, in a good state of repair. An Owner shall do no act nor perform any work which will impair the structural soundness or integrity of any other Owner's buildings or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other buildings or their Owners. The Owner in maintaining, repairing or replacing any portion of such Owner's building or improvements shall maintain the same quality of materials, color scheme and workmanship as used in the original construction of the buildings or improvements and any change or variation therefrom must be approved by the Architectural Review Committee pursuant to Article X of this Declaration. The Association will maintain the landscaping on each Lot in accordance with the landscaping plan approved by the Architectural Review Committee. Any Lot which is undeveloped shall be maintained by the Owner of the Lot in a neat and clean condition.

13.02. Failure of Owner to Perform. In the event Owner fails to perform certain exterior maintenance as set forth in this Declaration, the Board, after approval by two-thirds (2/3rd) vote of the Owners, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and any improvements thereon. The cost of such maintenance and repair shall be assessed to such Lot as a special Assessment pursuant to Article V, Section 5.04.

13.03. Mechanic's Lien. Each Owner agrees to indemnify and to hold each of the other Owners harmless from any and all claims of mechanic's lien filed against other Lots for labor, materials, services or other products incorporated in the Owner's Lot or buildings. In the event a mechanic's lien suit for foreclosure is commenced, then within ninety (90) days thereafter such Owner shall be required to deposit with the Association cash or negotiable securities equal to the amount of such claim plus interest for one year together with the sum of One Hundred Dollars. Such sum or securities shall be held by the Board of Directors pending final adjudication or settlement of the litigation. Disbursement of such funds or proceeds shall be made to insure payment of or on account of such final judgment or settlement. Any deficiency shall be paid forthwith by the subject Owner, and his failure to so pay shall entitle the Board on behalf of the Association to make such payment, and the amount thereof shall be a debt of the Owner and lien against his Lot which may be foreclosed as is provided in Article IV of this Declaration.

13.04. Responsibility of Association. Subject to the provisions of this Declaration pertaining to the destruction of improvements, the Association shall paint, maintain, repair, replace and landscape the Common Areas and Common Facilities and other improvements thereon and keep same in a state of good repair, condition and appearance, reasonably consistent with the level of maintenance reflected in the initial budget of the Association. All such costs of maintenance, repairs and replacements for the Property shall be paid for as common expenses included in the Assessment as provided in this Declaration. All work performed for and on behalf of a Lot Owner shall be charged to such Owner as a special Assessment as provided in this Declaration.

ARTICLE XIV.

ENFORCEMENT OF DECLARATION

14.01. Compliance. If any provision of this Declaration is breached or violated or threatened to be breached or violated by any Owner or other Person, then each of the other Owners, the Declarant and/or the Association and/or the City of Ridgeland, Mississippi, jointly or severally, shall have the right, but not the obligation, to proceed at law or in equity to compel a compliance with, or to prevent the threatened violation or breach of, the provisions of this Declaration. If any structure or other improvement located on any portion of the Property, including any Lot, violates any provision of this Declaration, then the Declarant and/or the Association, jointly or severally, shall have the right, but not the obligation, to enter upon any portion of the Property, including any Lot, to abate or remove such structure or other improvement at the cost and expense of the Owners of the Lot where such structure or improvement is located or who otherwise causes such violation, if the violation is not corrected by such Owners within thirty (30) days after written notice of such violation. Any Person entitled to file or maintain a legal action or proceeding for the actual or threatened violation or breach of this Declaration shall be entitled to recover attorney's fees and other costs and expenses attributable to such action or proceeding, and the Association shall be entitled to recover and receive any other amounts specified in Section 6.03. Any such entry and abatement or removal shall not be or be deemed to be a trespass or breach of peace. The failure by any Person for any period of time to enforce any provision of this Declaration shall not be or be deemed a waiver of the right to enforce or otherwise bar or affect the enforcement of any and all provisions of this Declaration at any time, including any future time.

14.02. Enforcement. This Declaration shall be enforced by any appropriate proceeding at law or in equity (i) against any Person who breaches or violates or threatens to breach or violate any provision of this Declaration, (ii) to recover damages for any such breach or violation, (iii) to collect any amounts payable by any Owner to the Association under this Declaration, including Assessments, attorneys' fees, costs of collection, late charges, overhead charges or other amounts incurred by the Association to perform or discharge any obligation or duty of an Owner under this Declaration or otherwise specified in this Declaration, including Section 6.03, and (iv) to enforce any lien created by this Declaration. There is hereby created and declared to be a conclusive presumption that any actual or threatened violation or breach of this Declaration cannot be adequately remedied by an action at law exclusively for recovery of monetary damages. The Declarant, the Association and each Owner by acceptance of a deed or other document to a Lot waives and agrees not to assert any claim or defense that injunctive relief or other equitable relief is not an appropriate remedy.

ARTICLE XV.

GENERAL PROVISIONS

15.01. Duration. This Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Declarant, the Association and the Owners of any land subject to this Declaration, their respective legal representatives, heirs, devisees, successors and assigns, until January 1, 2050. After such date this Declaration shall be automatically extended for successive periods of ten (10) years unless a Supplement signed by a majority of the Owners has been properly filed for record to abolish or terminate all or a substantial portion of this Declaration at least one year prior to the effective date of such abolishment or termination.

15.02. Amendments. Notwithstanding Section 15.01 this Declaration may be amended, modified and/or changed either (i) by the Declarant properly filing for record a Supplement prior to the date when the Declarant no longer owns any portion of the Property or, thereafter, (ii) by a Supplement properly filed for record and executed by the Owners of at least 75% of the Lots.

15.03. Interpretation. The provisions of this Declaration shall be construed to implement the purpose of the creation of a uniform plan for the development of the Property.

15.04. Severability. Invalidation of any provision of this Declaration by judgment or court order shall not affect any other provisions of this Declaration which shall remain in full force and effect.

15.05. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

15.06. Notices to Owner. Any notice required to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mails, postage prepaid, addressed to the last known address of the Person who appears as Owner on the records of the Association or, if applicable, the Declarant at the time of such notice is mailed.

15.07. Successors of Declarant. All or any portion of any and all rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant under this Declaration may be assigned and transferred exclusively by the Declarant with or without notice to the Association.

15.08. Incorporation by Reference on Resale. In the event any Owner sells or otherwise transfers any Lot, any deed or assignment purporting to such transfer shall contain a provision incorporating the provisions of this Declaration by reference.

15.09. No Dedication to Public Use. No provision of this Declaration shall be construed as a dedication to public use of or as an acceptance for maintenance of any Common Areas by any public agency of authority or by any utility or shall be interpreted as imposing upon any public agency or authority or any utility any responsibility or liability for the maintenance or operation of any portion of the Common Areas.

15.10. Notice to and Rights of Eligible Mortgage Holders. The Association shall promptly notify any Eligible Mortgage Holder on any Lot for which any Assessment remains delinquent for at least sixty (60) days, and the Association shall promptly notify the holder of the First Mortgage on any Lot for which there is default by the Owner with respect to performance of any other obligation or duty under this Declaration which remains uncured for at least sixty (60) days following the date of such default. Any failure to give any such notice shall not affect the validity of priority of any First Mortgage on any Lot, and the protection provided in this Declaration to any Eligible Mortgage Holder on any Lot shall not be altered, modified or diminished by reason of such failure, nor shall any such failure affect the validity of the lien of any Assessment or affect any of the priorities for liens as specified in Article VI.

No suit or other proceeding may be brought to foreclosure the lien for any Assessment levied pursuant to this Declaration, except after ten (10) days' written notice to any Eligible Mortgage Holder holding a first mortgage encumbering the Lot which is the subject matter of such suit or proceeding.

Any holder of a First Mortgage of any Lot may pay any taxes, rents, utility charges or other charges levied against the Common Area which are in default and which may or have become a charge or lien against any of the Common Area and may pay any overdue premiums on any hazard or liability insurance policy, or secure new hazard or liability insurance coverage on the lapse of any policy, relating to the Common Area. Any holder of a First Mortgage who advances any such payment shall be due reimbursement of the advanced amount from the Association.

15.11. Captions and Gender. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended to limit or enlarge the terms and provisions of this Declaration. Whenever the context requires, the male shall include all genders and singular shall include the plural.

15.12. Exhibits. All Exhibits which are referred to in this Declaration are made a part of and incorporated into this Declaration by reference.

ARTICLE XVI.
DECLARANT'S RIGHTS AND RESERVATIONS

No provisions in the Articles, the Bylaws or this Declaration shall limit, and no Owner or the Association shall interfere with, the rights of Declarant to subdivide or re-subdivide any portions of the Property; to sell any Common Areas or Common Facilities or any portion thereof; to complete or alter improvements or refurbishments to and on the Common Areas and Common Facilities or any portion of the Property owned by Declarant; to change, alter and/or terminate any easements and/or setback requirements; and to alter the construction plans and designs, or construct such additional improvements or add future phases as Declarant deems advisable in its discretion during development of the Property or at anytime that the Declarant owns any portion of the Property. Such rights shall include, but shall not be limited to, the right to install and maintain such structures, displays, signs, billboards, flags and sales offices as may be reasonably necessary for the conduct of Declarant's business or completion of the work and disposition of the Lots by sale, lease or otherwise. Each Owner by accepting a deed or other conveyance document to a Lot hereby acknowledges that the activities of Declarant may temporarily or permanently constitute an inconvenience or nuisance to the Owners, and each Owner hereby consents to such inconvenience or nuisance. This Declaration shall not limit the right of the Declarant at any time prior to acquisition of title to a Lot by a purchaser from Declarant to establish on that Lot, Common Areas, additional licenses, easements, reservations and rights of way, to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. The Declarant reserves the right to and may increase, decrease or modify any area or property constituting Common Area without Board approval and may convert Common Area to a Lot for development purposes. The Declarant need not seek or obtain Board approval of any improvement constructed or placed by Declarant on any portion of the Property. The rights of the Declarant under this Declaration may be assigned by Declarant to any successor and any interest or portion of Declarant's interest in any portion of the Property by a recorded, written assignment. Notwithstanding any other provision of this Declaration, the prior written approval of Declarant will be required before any amendment to this Article XVI shall be effective while Declarant owns a Lot. Declarant shall be entitled to the nonexclusive use of the Common Area, without further cost, for access, egress, ingress, use or enjoyment, in order to show the Property to its prospective purchasers or lessees and dispose of the Property as provided herein. Each Owner hereby grants, by acceptance of the deed to such Owner's Lot, an irrevocable, special durable power of attorney coupled with an interest, to Declarant to execute and record all documents and maps necessary to allow Declarant to exercise its rights under this Article XVI. This Article XVI shall be applicable for so long as the Declarant owns any portion of the Property.

[SIGNATURE ON FOLLOWING PAGE]

SIGNATURE PAGE TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR ORLEANS SQUARE OFFICE PARK

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by the Declarant the date above written.

HOME OPTIONS, LLC

By: _____
Name: Richard Johnson
Title: Member

STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Richard Johnson, who acknowledged to me that he is a member of **HOME OPTIONS, LLC**, a Mississippi limited liability company and that for and on behalf of said limited liability company and as its act and deed, he signed and delivered the foregoing instrument of writing on the day and year therein mentioned, he having been first duly authorized so to do.

Given under my hand and official seal this _____ day of _____, 2013.

(Notary Stamp)

Notary Public

My Commission Expires: _____

EXHIBIT A

THE PROPERTY

Parcel 1

Being situated in the Southeast 1/4 of Section 31, Township 7 North - Range 2 East, Madison County, Mississippi, and being a part of Lots 1 and 8 of Block 35 of Highland Colony, a subdivision, the map or plat of which is recorded in the office of the Chancery Clerk of Madison County at Canton, Mississippi, and being more particularly described by metes and bounds, as follows:

Commence at an Iron Pin which marks the intersection of the West line of Lot 7 of the said Block 35 with the North right of way line of County Line Road as it existed prior to 1983 and run thence South 89° 59' 45" East, 737.79 feet along the said North right of way line of County Line Road to an Iron Pin; continue thence South 89° 59' 45" East, 150.0 feet along the said right of way line to an Iron Pin; thence turn left through a deflection angle of 89° 59' and run North 0° 01' 15" East, for a distance of 367.285 feet to an Iron Pin which marks the Southwest corner of the property conveyed to Ware-Lind in 1978; thence continue North 0° 01' 15" East for a distance of 201.185 feet to an Iron Pin; thence South 89° 19' 09" East for a distance of 20.0 feet to an Iron Pin which marks the POINT OF BEGINNING for the parcel herein described; thence North 0° 01' 15" East for a distance of 175.245 feet to an Iron Pin; thence South 89° 59' 45" East for a distance of 384.60 feet to an Iron Pin which marks the West right of way line of Pear Orchard Road; thence South 0° 10' 59" East for a distance of 178.75 feet along the said West Right of way line of Pear Orchard Road to an Iron Pin; thence North 89° 55' 41" West for a distance of 163.89 feet to an Iron Pin; thence South 03° 11' 57" West for a distance of 4.33 feet to an Iron Pin; thence North 81° 23' 10" West for a distance of 36.42 feet to an Iron Pin; thence North 89° 19' 09" West for a distance of 185.105 feet to the POINT OF BEGINNING, containing 1.5701 acres more or less.

Together with an easement over, upon and across the following described parcel:

Parcel 2

Being situated in the Southeast 1/4 of Section 31, Township 7 North - Range 2 East, Madison County, Mississippi, and being a part of Lots 1 and 8 of Block 35 of Highland Colony, a subdivision, the map or plat of which is recorded in the office of the Chancery Clerk of Madison County at Canton, Mississippi, and being more particularly described by metes and bounds, as follows:

Commence at an Iron Pin which marks the intersection of the West line of Lot 7 of the said Block 35 with the North right of way line of County Line Road as it existed prior to 1983 and run thence South 89° 59' 45" East, 737.79 feet along the said North right of way line of County Line Road to an Iron Pin; continue thence South 89° 59' 45" East, 150.0 feet along the said right of way line to an Iron Pin; thence turn left through a deflection angle of 89° 59' and run North 0° 01' 15" East, for a distance of 367.285 feet to an Iron Pin which marks the Southwest corner of the property conveyed to Ware-Lind in 1978; thence continue North 0° 01' 15" East for a distance of 201.185 feet to an Iron Pin; thence South 89° 19' 09" East for a distance of 20.0 feet to an Iron Pin which marks the POINT OF BEGINNING for the easement herein described; thence South 0° 01' 15" West for a distance of 11.0 feet; thence South 89° 19' 09" East for a distance of 183.42 feet; thence South 83° 13' 13" East for a distance of 35.12 feet; thence South 89° 55' 41" East for a distance of 167.0 feet to a point on the West right of way line of Pear Orchard Road; thence North 0° 10' 59" West for a distance of 14.0 feet along the said West right of way line of Pear Orchard Road to an Iron Pin; thence North 89° 55' 41" West for a distance of 163.89 feet to an Iron Pin; thence South 3° 11' 57" West for a distance of 4.33 feet to an Iron Pin; thence North 81° 23' 10" West for a distance of 36.42 feet to an Iron Pin; thence North 89° 19' 09" West for a distance of 185.105 feet to the POINT OF BEGINNING.

and a 15' Utility Easement described in Deed Book 205, Page 211, in Chancery Court Clerk's Office in Madison County, Mississippi.

**BYLAWS
OF
ORLEANS SQUARE OFFICE PARK
PROPERTY OWNERS' ASSOCIATION, INC.**

**ARTICLE 1
NAME AND LOCATION**

1.01. **Name.** These are the Bylaws of and for the Mississippi nonprofit and non-share corporation named Orleans Square Office Park Property Owners' Association, Inc. Said corporation is referred to herein at times as the "Association".

1.02. **Location.** The principal office of the Association is located at 855 S. Pear Orchard Road, Suite 305, Ridgeland, Mississippi 39157.

**ARTICLE 2
DEFINITIONS**

2.01. **Defined Terms.** Unless the context in which they are used clearly indicates that a different definition is intended, the following terms, when used in these Bylaws, shall have the following meanings:

(a) "Articles," as used herein, means the Articles of Incorporation of the Association, as the same hereafter be supplemented or amended.

(b) "Board of Directors," as used herein, means the Board of Directors of the Association.

(c) "Declarant," as used herein, means Home Options, LLC, its successors, assigns, designees or nominees, if any.

(d) "Declaration," as used herein, means that certain instrument entitled "Declaration of Covenants, Conditions and Restrictions for Orleans Square Office Park" under date of [_____, 2013], filed for record in the office of the Chancery Clerk of Madison County, Mississippi, as same may hereafter be supplemented or amended.

(e) "President," "Vice President," "Secretary" and "Treasurer," as used herein, mean, respectively, the President, Vice President, Secretary and Treasurer of the Association.

(f) "Project" as used herein, means that certain project known generally as "Orleans Square Office Park" developed by the Declarant in Madison County, Mississippi.

2.02. **Other Definitions.** Unless a different meaning is apparent from the context, all other expressions used herein shall have the same meaning as they are defined to have in the Declaration, except that the word "herein" as used in these Bylaws, shall mean in these Bylaws.

ARTICLE 3
MEMBERSHIP AND VOTING RIGHTS

3.01. Membership.

(a) The Members of the Association shall be and consist of every person who is, or becomes an Owner of record of an interest in a Lot and is included in the definition of an Owner under Article I of the Declaration. When more than one person owns or holds an interest or interests in a Lot, then all such persons shall be members.

(b) The Association shall have two classes of voting membership:

(i) Class A. Class A Members shall be all members with the exception of the Declarant and its nominee or nominees, if any.

(ii) Class B. Class B Member(s) shall be the Declarant and its, successors, assignees, designees or nominees, if any.

3.02. Members' Voting Rights. As set forth in Section 3.03 of the Declarations, the voting rights of the Members shall be as follows:

(a) Whenever a vote of the Class A Members is required or permitted under this Declaration, the aggregate voting power of all Class A Members shall be equal to the aggregate number of Lots owned by all Class A Members. Class A Members shall be entitled to one vote for each Lot owned by such Class A Members. When more than one Member owns or otherwise holds an interest or interests in a Lot, then the one vote for such Lot shall be exercised as such Members shall determine or as otherwise provided herein, but in no event shall more than one vote be cast with respect to any Lot.

(b) Until all of the Property has been sold or transferred by the Declarant, the Class B Members shall be the Declarant who shall be entitled to three votes for each Lot owned by the Class A Members.

Wherever any provision of the Declaration or the Bylaws requires a vote of a specified percentage of the voting power of each class of Members, then such provisions shall require a separate vote by the specified percentage of the voting power of the Class A Members and by the specified percentage of the voting power of the Class B Members. Whenever any provisions of the 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.

3.03. Membership Appurtenant to Real Property. The membership shall be appurtenant to the ownership of a Lot. 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 Lot to which the membership is appurtenant.

3.04. **Voting Conflict Between Members.** If the fee title to a particular Lot is owned of record by more than one Member, then the one vote appurtenant to such Lot may be exercised by any one of such Members, unless the other Members who own an interest in such Lot shall object 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 Lot shall not be counted. For any Lot subject to a plan of condominium and declaration, the vote appurtenant to such Lot shall be held by the Declarant of such condominium unless assigned by the Declarant to the Board of Directors of such condominium.

3.05. **No Preemptive Rights.** The Members of the Association simply by virtue of being such Members, shall have no preemptive rights to acquire any additional memberships which the Association may issue from time to time.

3.06. **Membership Certificates.** In the event the Board of Directors should consider it necessary or appropriate to issue membership certificates or the like, then each such membership certificate shall state that the Association is organized under the laws of the State of Mississippi, and shall state the name of the registered holder or holders of the membership represented thereby, and shall be in such form as shall be approved by the Board of Directors. Membership certificates shall be consecutively numbered, bound in one or more books, and shall be issued therefrom upon certification as to the transfer of title to a Lot to which such membership is appurtenant. Every membership certificate shall be signed by the President or Vice President and the Secretary or an Assistant Secretary and shall be sealed with the corporate seal. Such signatures and seal may be original or facsimile.

3.07. **Lost Certificates.** The Board of Directors may direct that a new certificate or certificates be issued in place of any membership certificate or certificates previously issued by the Association and alleged to have been destroyed or lost, upon the making of an affidavit of that fact by the person claiming the membership certificate to be lost or destroyed. When authorizing such issuance of a new certificate or certificates, the Board of Directors may, in its discretion, and as a condition precedent to the issuance thereof, require the registered holder of such Lot or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and to give the Association a bond in such sum as the Board of Directors may require as indemnity against any claim that may be made against the Association on account of the issuance of such new certificate.

3.08. **Rights of Declarant.** Until the Declarant has completed and sold all Lots or until the Declarant elects to terminate his control of the Property, whichever shall first occur, there shall be no meeting of members of the Association unless a meeting is called by the Board of Directors.

ARTICLE 4

MEETINGS OF MEMBERS

4.01. **Place of Meeting.** Meetings of the Members shall be held at the principal office or place of business of the Association, or at whatever other suitable place or places within the State of Mississippi as are reasonably convenient to the membership as may be designated by the Board of Directors from time to time.

4.02. **Organizational Meeting.** The organizational meeting of the Members shall be held at whatever time and place as may be designated by the initial Board of Directors appointed by the Declarant, and shall be held within no more than sixty (60) days following the issuance of the Articles.

4.03. **Annual Meetings.** The first meeting of the Members shall be held at whatever time and place as may be designated by the initial Board of Directors appointed by the Declarant; provided, however, that the first annual meeting of Members shall be held immediately subsequent to the termination of all Class B Memberships as provided in Section 2(b) of Article 3 hereof. Thereafter the annual meeting shall be held on the third Thursday in May at 10:00 a.m. in each succeeding year. At such annual meetings, there shall be elected by ballot of the Members a Board of Directors in accordance with the provisions of Article 5 of these Bylaws. The Members also may transact such other business as may properly come before them.

4.04. **Special Meetings.** It shall be the duty of the President to call a special meeting of the Members whenever such is directed by resolution of the Board of Directors, or whenever such is requested by a petition presented to the Secretary after first having been signed by at least twenty percent (20%) of the Members; provided, however, that no special meetings shall be called, except upon resolution of the Board of Directors, prior to the first meeting of the Members as hereinabove provided. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except such as is stated in the notice.

4.05. **Notice of Meetings.** It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof, as well as the time and place where the meeting is to be held, to each Member of record, at his address as it appears on the membership roster of the Association or, if no such address appears, at his last known address, at least fifteen (15) but not more than sixty (60) days prior to such meeting. Any notice so mailed shall be considered as a notice properly served. Attendance by a Member at any meeting of the Members shall be a waiver by him of notice of the time, place and purpose thereof. Notice of any annual or special meeting of the Members also may be waived in any other manner by any Member either prior to, at or after any such meeting.

4.06. **Roster of Membership.** The Secretary shall maintain a current roster of the names and addresses of the Members of the Association. Each Member, upon becoming a Member, shall furnish the Secretary with his current mailing address, and thereafter shall notify the Secretary immediately in writing of any change or changes in his current mailing address.

4.07. **Quorum.**

(a) The quorum required for any action of the Members to approve Assessments referred to in Section 5.08 of the Declaration shall be as follows:

At the first such meeting called, the presence of Members or of proxies entitled to cast sixty per cent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent

meeting shall not be necessary, and the assessment may be approved by the assent of sixty-seven percent (67%) of the votes of the Members who are voting in person or by proxy. Notwithstanding any provision of these Bylaws to the contrary, any such action referred to in Section 5.08 of the Declaration may be taken with the assent given in writing and signed by Members having sixty-seven percent (67%) of the total votes held by all Members.

(b) Quorum and voting requirements for all meetings of Members other than as described in Paragraph (a) of this Section shall be as follows:

The presence, either in person or by proxy of Members having at least twenty percent (20%) of the votes held by all Members shall constitute a quorum for the transaction of business at any such meeting of Members.

4.08. Adjourned Meetings. If at any particular meeting of Members, the number of Members present should be less than or should fall below the number required for a quorum, and if such deficiency is brought to the attention of the presiding officer by a proper call or request for a determination of quorum (which call and the results thereof shall be shown on the Minutes of the meeting), then no further business may be transacted at such meeting until the proper quorum is present. In such an event, one additional meeting may be called subject to the notice requirements hereinabove set forth, and the required quorum at the subsequent meeting shall not be necessary. Such subsequent meeting shall be held not more than twenty-one (21) days following the initial meeting at which the quorum requirements were not met.

4.09. Voting. At every meeting of Members, the Members shall have the voting rights specified in Article 3 above. The affirmative vote of the Members having at least fifty-one percent (51%) of the total number of votes represented at the meeting, in person or by proxy, shall be necessary to decide any question properly brought before the meeting, unless the question be one as to which, by provision of law, or the Articles, or the Declaration, or by these Bylaws, a different vote is required, in which case such provision of law, or the Articles, or the Declaration, or these Bylaws, shall govern and control. In the event any membership is owned by a corporation, the vote or votes for such membership may be cast by an individual designated in a certificate signed by the president or any vice president of the corporation and attested by the secretary or any assistant secretary of such corporation and filed with the Secretary of the Association prior to or during the meeting at which the vote is to be cast. The vote or votes for any membership which is owned by a trust or partnership may be cast by any trustee of the trust or any partner of the partnership, as the case may be, and, unless another trustee of the trust or another partner of the partnership, as the case may be, shall object prior to the completion of voting upon the particular matter under consideration, the presiding officer of the meeting shall have no duty to inquire as to the authority of the individual casting any such vote or votes. In the event any membership is owned by a limited liability company, the vote or votes for such membership may be cast by an individual designated in a certificate signed by the members or the managers of the company as required by the limited liability company's operating agreement. The certificate shall be filed with the Secretary of the Association prior to or during the meeting at which the vote is to be cast. The presiding officer of the meeting shall have no duty to inquire as to the authority of the individual casting any such vote or votes on behalf of the limited liability company. No Member who is shown by the books of the Association to be more than

sixty (60) days delinquent in any payment due the Association shall be eligible to vote, either in person or by proxy, and no such delinquent Member shall be eligible to be elected to the Board of Directors or as an officer of the Association.

4.10. Voting by Class. Whenever by law, or the charter, or the Declaration, or these Bylaws, **any** action is required to be taken by a specified percentage of “each class of the then Members” of the Association, then such action shall be required to be taken separately by the specified percentage of the votes of the then outstanding Class A Members, and by the specified percentage of the votes of the then outstanding Class B Members. Whenever by law, or the Charter, or the Declaration, or these Bylaws, any action is required to be taken by a specified percentage of the “then Members” of the Association, then such action shall be required to be taken by the specified percentage of the votes of the then outstanding total membership of the Association.

4.11. Proxies. A Member may appoint only another Member or the Management Agent as his proxy; provided that in no case may any Member other than a Declarant or the Management Agent cast more than one (1) vote on behalf of another Member by virtue of a proxy from such other Member. All proxies must be in writing and must be in such form as has been approved by the Board of Directors and must be filed with the Secretary prior to the appointed time of the meeting at which the proxy is to be exercised. Unless limited by its provisions to a shorter term, each proxy shall continue until revoked by a writing properly filed with the Secretary or by the death of the Member who gave the proxy, provided, however, that no proxy shall be effective for a period in excess of one hundred eighty (180) days. All proxies shall automatically cease upon conveyance by the Member of his Lot.

4.12. Rights of Mortgagees. Any holder of a recorded First Mortgage on any Lot who desires notice of the annual and special meetings of the Members shall notify the Secretary to that effect by Certified or Registered Mail, Return Receipt Requested. Any such notice shall contain the name and post office address of such holders of recorded First Mortgages and the name of the individual at such address to whom notices of the annual and special meetings of the Members should be directed. The Secretary shall maintain a roster of all holders of recorded First Mortgages from whom such notices have been received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each annual and special meeting of the Members to each such holder of a recorded First Mortgage, in the same manner, and subject to the same requirements and limitations as are otherwise provided in this Article for notice to the Members. Any such holder of a recorded First Mortgage shall be entitled to designate a representative to attend any annual or special meeting of the Members and such representative may participate in the discussion at any such meeting and, upon his request made to the presiding officer in advance of the meeting, may address the Members present at any such meeting. Such representative shall be entitled to copies of the minutes of all meetings of the Members upon request made in writing to the Secretary.

4.13. Order of Business. The order of business at all regularly scheduled meetings of the Members shall be as follows:

- (a) Roll Call and certification of proxies.
- (b) Proof of notice of meeting or waiver of notice.

- (c) Reading and approval of minutes of preceding meeting.
- (d) Reports of officers, if any.
- (e) Reports of committees, if any.
- (f) Unfinished business.
- (g) New business.
- (h) Election of directors.
- (i) Adjournment.

4.14. **Rules of Order and Procedure.** The rules of order and all other matters of procedure at all annual and special meetings of the Members shall be determined by the presiding officer of such meeting.

ARTICLE 5

DIRECTORS

5.01. **Number and Qualifications.** The affairs of the Association shall be managed and controlled by the Board of Directors. Prior to the first meeting of the Members, held at the time and place as specified in Section 4.03 hereof, the Board of Directors shall consist of the following three individuals: Richard Johnson, Charles Lucroy, and Kirk Smith. Following the first annual meeting of Members, and continuing each year thereafter, the Board of Directors shall consist of no fewer than three (3) individuals, who shall be elected as prescribed by these Bylaws. Directors need not be Members of the Association.

5.02. **Term of Office.** Directors shall be elected for one (1) year at annual Members' meetings and shall serve until their successors shall be elected and qualified in accordance with these Bylaws.

5.03. **Change in Number.** The number of directors may be changed from time to time by the Board of Directors or by appropriate amendment to these Bylaws, provided, however, that the number of directors shall never be less than three (3) nor more than five (5), and provided further, that a decrease in the number of directors shall not operate to shorten the term of any incumbent director.

5.04. **Nomination.** Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

5.05. **Election of Directors.** Directors shall be elected by the Members and shall be elected at the annual Members' meetings, or in the event of a vacancy, either at the next ensuing annual Members' meeting or at a special Members' meeting called for that purpose. The election

of directors shall be by secret written ballot, unless such be dispensed with for any particular election by the majority consent of the Members present, in person or by proxy, at the meeting during which the election is held. Each director shall hold office until his successor has been elected at the next ensuing annual Members' meeting and has duly qualified.

5.06. Powers and Duties. In the management and administration of the Association's affairs, the Board of Directors shall have power, authority and duty to do all acts and actions, except acts and actions which by law, the Declaration, the Articles or these Bylaws may be exercised only by or are reserved only to the Members. Such power, authorities and duties of the Board of Directors to create, establish or approve policies or decisions relating to the management and administration of the Association's affairs include, but shall not be limited to, the following:

(a) All of the exclusive right and control delegated to the Board of Directors under Article V of the Declaration.

(b) To provide for the maintenance, care, upkeep, surveillance, services and efficient operation of the Common Area.

(c) To establish, determine, assess, collect, use and expend the Assessments from the Members, and to file and enforce liens for such Assessments.

(d) To select, designate, train, hire, supervise and discharge personnel necessary or appropriate for the proper maintenance, care, upkeep, surveillance, services and efficient operation of the Common Area, and to establish the compensation and other benefits of or for such personnel.

(e) To authorize the payment of patronage refunds to the Members if and when the Board of Directors determine that the funds derived from Assessments are more than sufficient to satisfy all reasonably foreseeable financial needs or requirements of the Association during the current fiscal year, including funds for reserves.

(f) To purchase insurance upon the Common Area.

(g) To maintain, repair, restore, reconstruct or demolish all or any portion of the Common Area after any casualty loss, and to otherwise improve the Common Area.

(h) To lease and to grant licenses, easements, rights of way, and other rights of use in or option, sell, assign, exchange, trade, transfer, quitclaim, surrender, release, abandon, mortgage or encumber or otherwise convey all or any portion of the Common Area upon such terms, conditions and provisions as the Board of Directors considers to be advisable, appropriate, convenient or advantageous for or to the Association.

(i) To lease as tenant, purchase or otherwise acquire Lots and to option, lease, sell, assign, exchange, trade, transfer, quitclaim, surrender, release, abandon, mortgage or encumber or otherwise convey any of such Lots upon such terms, conditions and provisions as the Board of Directors considers to be advisable, appropriate, convenient or advantageous for or to the Association.

(j) To retain or employ a Management Agent for such compensation and for the performance of such duties and services as established or prescribed by the Board of Directors from time to time.

(k) To negotiate, prepare, execute, acknowledge and deliver all contracts, agreements, commitments and other documents relating to the Association's affairs.

(l) To prosecute, defend, appeal, settle, compromise or submit to arbitration any suit, action, claim or proceeding at law or in equity or with or before any governmental agency or authority which involves or affects the Association, including the Common Area.

(m) To retain or employ and pay the fees, expenses or other compensation of accountants, attorneys, architects, contractors, engineers, consultants or other Persons who may be helpful, necessary, appropriate or convenient in or to the Association's affairs, whether or not related to or affiliated with any director or officer of the Association or any Member.

(n) To establish rules, regulations, restrictions and requirements or fees and charges from time to time relating to the use of the recreational areas and amenities now or hereinafter located in or on the Common Area.

(o) To adopt, promulgate and enforce such rules, regulations, restrictions and requirements as may be recommended by the Architectural Review Committee, the Management Agent, or as the Board of Directors may consider to be appropriate with respect to the Property, the Lots, any improvements on the Lots, including dwellings, or the use, occupancy and maintenance of the Common Areas including, but not limited to, rules, regulations, restrictions and requirements designed to prevent unreasonable interference with the use, benefit and enjoyment of the Common Areas by the Members and other authorized Persons, or to govern activities which may be environmentally dangerous or hazardous, including the use or application of fertilizers, pesticides and other chemicals in or on the Property.

5.07. Vacancies. Should the office held by a director become vacant, such vacancy shall be filled by an election at the next ensuing annual Members' meeting or at a special Members' meeting called for that purpose, and each individual so elected shall serve as director until his successor has been elected at the next ensuing annual Members' meeting, and has been duly qualified.

5.08. Removal of Directors. At any special Members' meeting duly called for such purpose, any director may be removed from office, with or without cause, by the affirmative vote of a majority of the votes of the Members present and voting, in person or by proxy, at such meeting, and in the event of such removal, a successor to the director thus removed may be elected then and there to fill the vacancy thus created. Any director whose removal has been proposed shall be given an opportunity to be heard at the meeting called for the purpose of considering such removal. If any director who is a Member becomes more than sixty (60) days delinquent in payment of any Assessment or carrying charge owed the Association, he may be removed from his office as a director by a resolution adopted by a majority of the remaining directors, and in the event of such removal, said remaining directors may appoint an individual to

serve as his successor, in which event the individual so appointed shall serve as director until the next ensuing annual Members' meeting.

5.09. Compensation. Except upon the resolution of at least seventy-five percent (75%) of the then Members of the Association, no compensation shall be paid to directors for their services as directors. After the first annual Members' meeting, no remuneration shall be paid to any director who is also a Member for services performed by him for the Association in any other capacity unless a resolution authorizing such remuneration shall have been adopted by the Board of Directors before such services are undertaken. Directors may be reimbursed for their actual out-of-pocket expenses necessarily incurred in connection with their services as directors.

5.10. Subsequent Organizational Meetings. The first meeting of a newly constituted Board of Directors shall be held within ten (10) days after the annual Members' meeting at which the elected directors on such Board were elected, and such first meeting shall be held at the principal office of the Association or at such other place as may have been fixed by the Members at such annual Members' meeting, and no notice shall be necessary to the directors of such first meeting.

5.11. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally or by mail, telephone or telegraph, at least six (6) days prior to the day fixed for such meeting.

5.12. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and upon like notice if requested in writing by at least one-half (2) of the directors.

5.13. Waiver of Notice. Before, at or after any meeting of the Board of Directors, any director may waive, in writing, notice of such meeting, and such waiver shall have the same effect as if notice of the meeting had been properly and timely given to said director. Attendance by a director at any meeting of the Board of Directors shall be a waiver of notice by him of the time, place and purpose thereof. If all the directors are present at any meeting of the Board of Directors, no notice shall be required and business of any type may be transacted at such meeting.

5.14. Quorum. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the actions of the majority of the directors present at any meeting at which a quorum is present shall be the actions of the Board of Directors. If at any meeting of the Board of Directors, including any one or more adjourned meetings, there should be less than a quorum present, the majority of those present may adjourn the meeting to a later time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

5.15. **Action Without Meeting.** Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall consent individually or collectively in writing to such action. Such written consent or consents shall be filed as part of the minutes of the Board of Directors.

5.16. **Fidelity Bonds.** The Board of Directors may require that all officers, directors and employees of the Association who regularly handle or otherwise are responsible for the funds of the Association shall furnish fidelity bonds or equivalent insurance, satisfactory to the Board of Directors in its discretion. The premiums on such bonds or insurance shall be paid by the Association.

5.17. **Committees.** The Board of Directors, by resolution adopted by a majority of the directors, may appoint committees to perform such tasks and to serve for such periods as the Board may deem desirable. Such committees shall perform duties and have such powers as may be provided in the resolution. Each committee will be composed as required by law and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors and such provisions as designated in the Declaration.

ARTICLE 6

OFFICERS

6.01. **Designation.** The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be appointed by the directors. Only those individuals who are members of the then current Board of Directors shall be eligible to serve as officers of the Association. In addition to the officers named above, the Members may elect one or more Assistant Secretaries and one or more Assistant Treasurers and such other officers as is their judgment may be necessary or appropriate. The offices of Secretary and Treasurer may be filled by the same individual, and likewise, the offices of Assistant Secretary and Assistant Treasurer may be filled by the same individual.

6.02. **Election of Officers.** The initial officers of the Association shall be elected at the organizational meeting of the Members. Thereafter, the officers of the Association shall be elected annually at each annual Members' meeting, or, in the event of a vacancy, at a special Members' meeting called for such purpose. Each officer so elected shall hold office until his successor has been elected at the next ensuing annual Members' meeting, and has duly qualified.

6.03. **Vacancies.** Should the office held by an officer become vacant, such vacancy shall be filled by an election at the next annual Members' meeting or at a special Members' meeting called for that purpose, and the individual so elected shall hold the office to which elected until his successor has been elected at the next ensuing annual Members' meeting, and has duly qualified.

6.04. **Removal of Officers.** At any special Members' meeting duly called for such purpose, any officer may be removed from office, with or without cause, by the affirmative vote of a majority of the Members present and voting, in person or by proxy, at such meeting, and in the event of such removal, a successor to the officer thus removed may be elected then and there

to fill the vacancy thus created. Any officer whose removal has been proposed shall be given an opportunity to be heard at the meeting called for the purpose of considering such removal.

6.05. **President.** The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Members and all meetings of the Board of Directors. He shall have all of the general authorities, powers and duties which are normally vested in the office of President of a corporation, provided, however, that such authorities, powers and duties, from time to time, and at any time, may be restricted or enlarged by the Board of Directors.

6.06. **Vice President.** The Vice President shall take the place of the President, and shall have the authorities and powers and perform the duties of the President, whenever the President is unwilling or unable to act. If neither the President nor the Vice President is willing and able to act, then the Board of Directors shall appoint one of its members to act as the chief executive officer of the Association on an interim basis. The Vice President shall assist the President generally, and when acting for the President, shall have the same authorities, powers and duties as the President. The authorities, powers and duties of the Vice President, from time to time and at any time, may be restricted or enlarged by the Board of Directors.

6.07. **Secretary.** The Secretary shall keep the minutes of all Members' meetings and the minutes of all Board of Directors' meetings. The Secretary shall give notice of all annual and special Members' meetings and all regular and special Board of Directors' meetings. The Secretary shall have custody of the seal of the Association, if any. The Secretary shall have charge of the membership transfer books and of such other books and papers as the Board of Directors may specify. In addition, the Secretary shall have whatever other authorities, powers and duties, but only such authorities, powers and duties, as may be prescribed by the Board of Directors. If, at any one or more times, the Secretary is unwilling or unable to perform his duties, such duties may be performed by any one or more individuals designated by the Board of Directors.

6.08. **Treasurer.** The Treasurer shall have responsibility for the funds and securities of the Association, and shall have responsibility for keeping, or causing to be kept, full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall have responsibility for causing the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as from time to time may be designated by the Board of Directors. In addition, the Treasurer shall have whatever other authorities, powers and duties, but only such authorities, powers and duties, as may be prescribed by the Board of Directors. If, at any one or more times, the Treasurer shall be unwilling or unable to perform any part of his duties, such duties may be performed by one or more other individuals designated by the Board of Directors.

ARTICLE 7

INDEMNIFICATION OF OFFICERS AND DIRECTORS

7.01. **Indemnification.** The Association shall indemnify every officer and director of the Association, and every person who may serve at the request of the Board of Directors as a director or officer of another association in which the Association owns an interest or shares of stock or of which the Association is a creditor, against all costs actually and reasonably incurred

by any such officer, director or person in connection with the defense of any action, suit or proceeding, civil or criminal, to which any such officer, director or person is a party by reason of his being or having been such officer, director or person, provided that such indemnification shall not extend to any matters concerning which such officer, director or person has failed to act in accordance with the standard of conduct prescribed by Section 79-11-267 or by Section 79-11-275 as applicable to Mississippi Code of 1972, as amended. Such indemnification shall include amounts payable as the result of the settlement of any such action, suit or proceeding; provided, however, that any such settlement shall be approved in writing by the then Board of Directors. The officers and directors of the Association shall not be liable to the Members or to the Association for any mistake of judgment, or otherwise, except as provided by law and except for their own individual willful misconduct or bad faith. The officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the Association, or former officer or director of the Association, may be entitled, whether by law, by resolution adopted by the Members after notice, or otherwise.

7.02. Conflict and Identity of Interest. The directors and officers shall exercise their powers and duties in good faith and with a view to the interest of the Association. No contract or other transaction between the Association and one or more of its directors or officers, or between the Association and any corporation, firm or association in which one or more of the directors or officers of this Association are directors or officers or are pecuniarily or otherwise interested, shall be either void or voidable because such director or directors or officer or officers were present at the meeting of the Board of Directors or any committee thereof which authorized or approved the contract or transaction, or because his or their votes were counted for such purpose, if any of the conditions specified in any of the following paragraphs exist:

(a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the minutes of the Board, and the Board authorizes, approves, or ratifies such contract or transaction in good faith by a vote sufficient for such purpose; or

(b) The fact of the common directorate or interest is disclosed or known to the Members, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for such purpose; or

(c) The contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved or executed.

Subject to Miss. Code Ann. § 79-11-275, as amended at any time, a common or interested director may be counted in determining the presence of a quorum at any meeting of the Board of Directors or any committee thereof which authorizes, approves or ratifies any contract or transaction, and may vote thereat to authorize any contract or transaction with like force and effect as if he were not a common or interested director.

ARTICLE 8

LIMITATION OF LIABILITY

The Association, the Board of Directors and each director and each officer of the Association shall not be liable for any failure to provide any service to be furnished by the Association or to be paid with funds from charges or fees or from Assessments, or for injury, including death, or damage to any Person or property caused by the elements or caused by or resulting from electricity or water which may discharge or flow from any portion of the Common Area, or from any wire, pipe, drain, conduit or similar property. The Association shall not be liable to any Member or any other Person for theft or other loss of or damage to any property which may be left or stored upon the Common Area. No diminution or abatement of annual maintenance or special Assessments shall be claimed or allowed for inability to use, inconvenience or discomfort caused by or arising or resulting from the need for or the conduct of routine or other maintenance or repairs or the construction or reconstruction of improvements on the Common Area, or from any action taken or omitted or from inaction by the Association to comply with any of the provisions of this Declaration, any law or ordinance or the order or directive of any governmental authority or any court.

ARTICLE 9

MANAGEMENT AGENT

9.01. **Management Agent.** The Board of Directors will 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 which may include, without being limited to, the following power and authority:

(a) To establish and collect the annual maintenance and special Assessments, and enforce liens to secure the collection of such Assessments.

(b) To provide for the maintenance, care, upkeep, surveillance, services and efficient operation of the Common Areas and Common Facilities.

(c) To select, designate, train, hire, supervise and discharge personnel necessary or appropriate for the proper maintenance, care, upkeep, surveillance, services and efficient operation of the Common Area and Common Facilities.

(d) To enforce and to recommend the Board of Directors to approve and enforce such rules and regulations, restrictions and requirements relating to maintenance, care, upkeep, surveillance, services and operation of the Common Areas and Common Facilities.

(e) To provide such other services for the Association as may be requested by the Board of Directors, including legal and accounting services.

Any management agreement entered into by the Association and any Management Agent shall permit termination for cause by the Association upon thirty (30) days' written notice to the Management Agent. The term of any such management agreement shall not exceed one (1) year, but may be renewable by mutual agreement for successive one (1) year terms.

ARTICLE 10

FISCAL MANAGEMENT

10.01. **Fiscal Year.** The fiscal year of the Association shall begin on the first day of January of each year, except for the first fiscal year which shall begin on the date of the filing for record of the Declaration in the Land Records in the Office of the Chancery Clerk of Madison County, Mississippi. The commencement date of the fiscal year as herein established shall be subject to change from time to time by resolution of the Board of Directors should the Board of Directors deem any such change or changes appropriate.

10.02. **Principal Office: Change of Same.** The principal office of the Association shall be at the location set forth in Article 1 of these Bylaws. The Board of Directors, by resolution, may change the location of the principal office of the Association from time to time.

10.03. **Books and Accounts.** Books and accounts of the Association shall be kept under the direction of the Treasurer in accordance with generally accepted accounting practices, consistently applied. The same shall include books with detailed accounts, in chronological order, of receipts and expenditures and other transactions of and for the Association. The amount of any Assessment or portion of any Assessment required for payment of any capital expenditures as to any reserves of the Association shall be credited upon the books of the Association to a restricted capital or reserve account. The receipts and expenditures of the Association shall be credited and charged to other accounts under classifications consisting substantially of the following:

(a) "Current Operations" which shall involve the control of actual expenses of the Association, including reasonable allowances for necessary contingencies and working capital funds to meet unforeseen expenditures to purchase any additional equipment or services. The Declarant shall establish this account in an amount equal to two months of estimated common charges for each Lot in relation to the Assessments and expenses herein elsewhere provided for; and

(b) "Reserves for Replacement" which shall involve the control of such reserves for replacement as are provided for in these Bylaws and as may be approved from time to time by the Board of Directors; and

(c) "Other Reserves" which shall involve the control over funding of and charges against any other reserve funds which may be approved from time to time by the Board of Directors; and

(d) "Investments" which shall involve the control over investment of reserve funds and such other funds as may be deemed suitable for investment on a temporary basis by the Board of Directors; and

(e) "Betterments" which shall involve the control over funds to be used for the purpose of defraying the cost of any construction or reconstruction, unanticipated repair or replacement of the common areas and project facilities and for expenditures for additional capital improvements or personal property made or acquired by the Association with the approval of the Board of Directors.

10.04. **Reporting.** At the close of each fiscal year, the Association shall furnish the Members and any mortgagee requesting same with an annual financial statement, which shall set forth a summary of all pertinent financial data, including the income and disbursements of the Association. Such annual financial statement shall be furnished within ninety (90) days following the end of each fiscal year. Upon written request of fifty-one percent (51%) of the membership, the books and records of the Association shall be audited by an independent Certified Public Accountant whose report shall be prepared and certified in accordance with generally accepted auditing standards, consistently applied. Based upon such report, the Association shall furnish the Members and any mortgagee requesting same a copy of said audited financial report.

10.05. **Inspection of Books.** The books and accounts of the Association, the vouchers accrediting the entries made thereupon and all other records maintained by the Association shall be available for examination by the Members and their duly authorized agents or attorneys, and by the holders of recorded First Mortgages on the Lots and their duly authorized agents and attorneys, during normal business hours and for purposes reasonably related to their respective interests and after reasonable notice.

10.06. **Execution of Corporate Documents.** With the prior authorization of the Board of Directors, all notes and contracts shall be executed on behalf of the Association by either the President or Vice President, and all checks shall be executed on behalf of the Association by such officers, agents or other persons as may be authorized from time to time by the Board of Directors.

10.07. **Seal.** The Board of Directors may provide a suitable corporate seal containing the name of the Association, which seal shall be in the charge of the Secretary. If so directed by the Board of Directors, a duplicate seal may be kept and used by the Treasurer or any assistant secretary or assistant treasurer.

ARTICLE 11 **AMENDMENTS**

11.01. **Amendments.** Subject to any other applicable limitations set forth in these Bylaws, these Bylaws may be amended by vote of the Members if, and only if, the number of votes cast in favor of any particular amendment shall be equal to at least sixty-seven percent (67%) of the membership. Amendment of these Bylaws shall be considered only at a special or annual meeting of Members, and only if a description of the proposed amendment accompanied a proper notice of such meeting.

11.02. **Proposal of Amendments.** Amendments to these Bylaws may be proposed by the Board of Directors or by petition signed by Members having at least twenty-five percent (25%) of the total votes of all Members, which petition shall be delivered to the Secretary. A description of any proposed amendment shall accompany the notice of any annual or special meeting of the Members at which such proposed amendment is to be considered and voted upon.

11.03. Mortgagee Approval.

(a) Notwithstanding Section 11.01, no amendments of a material nature shall be made without the consent of fifty-one percent (51%) of the holders of a recorded First Mortgage who have requested, in writing, notice from the Association of any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders. An amendment to change any of the following would be considered as material:

- (i) voting rights;
- (ii) increases in Assessments that raise the previously assessed amount by more than 25%, assessment liens, or the priority of assessment liens;
- (iii) reductions in reserves for maintenance, repair, and replacement of Common Facilities;
- (iv) responsibility for maintenance and repairs;
- (v) reallocation of interests in the general or Common Areas or Common Facilities, or rights to their use;
- (vi) redefinition of any Lot boundaries;
- (vii) convertibility of Lots into Common Areas or vice versa;
- (viii) expansion or contraction of the project, or the addition, annexation, or withdrawal of property to or from the project;
- (ix) hazard or fidelity insurance requirements;
- (x) imposition of any restrictions on the use or disposition of Lots;
- (xi) a decision by the Association to establish self-management;
- (xii) restoration or repair of the project (after damage or partial condemnation) in a manner other than that specified in the documents;
- (xiii) any provisions that expressly benefit mortgage holders, insurers, or guarantors; or
- (xiv) partition or division of a Lot.

(b) Any amendment to abandon or terminate the Declaration for reasons other than substantial destruction or condemnation of the Property, must be agreed to by the eligible holders of recorded First Mortgages representing sixty-seven percent (67%) of the votes of the mortgaged Lots.

All amendments, if any, shall be recorded in the Office of the Chancery Clerk Madison County, Mississippi.

ARTICLE 12
MORTGAGES - NOTICES – OTHER
RIGHTS OF MORTGAGEES

12.01. **Eligible Mortgage Holders – Notice and Rights.** Eligible Mortgage Holders may be entitled to certain notices and other rights as expressly set forth in Section 15.10 of the Declaration.

12.02. **Record of Mortgage.** Any holder of a recorded First Mortgage shall be entitled to notify the Association that such mortgagee holds a mortgage on a Lot. The Board of Directors shall maintain such information in a book entitled “Holders of recorded First Mortgages.”

12.03. **Notices.** Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is by mail, it shall be deemed to have been delivered forty-eight (48) hours after a copy of the same has been deposited in the United States mail, postage pre-paid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association; provided, however, that notice of meetings need not be mailed by Certified Mail, Return Receipt Requested. Such addresses may be changed from time to time by notice in writing to the Association.

ARTICLE 13
INTERPRETATION - MISCELLANEOUS

13.01. **Conflict.** These Bylaws are subordinate and subject to all provisions of the Declaration and to the provisions of the Articles. All the words and expressions in these Bylaws shall have the same meanings, respectively, as are attributed to them by the Declaration, except where such is clearly repugnant to the context.

In the event of any conflict between these Bylaws and the Declaration, the provisions of the Declaration shall control; and in the event of any conflict between these Bylaws and the Articles, the provisions of the Articles shall control.

13.02. **Notices.** Unless another type of notice is herein elsewhere specifically provided for, any and all notices called for in these Bylaws shall be given in writing.

13.03. **Severability.** In the event any promise or provisions of these Bylaws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

13.04. **Waiver.** No restriction, condition, obligation or provision of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

13.05. **Captions.** The captions contained in these Bylaws are for convenience only and are not a part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws or to aid in the construction thereof.

13.06. **Gender, etc.** Whenever in these Bylaws the context so requires, the singular number shall include the plural and the converse, and the use of any gender shall be deemed to include all genders.

CERTIFICATE

I, the undersigned, do hereby certify that I am the duly elected, qualified and acting Secretary of Orleans Square Office Park Property Owners' Association, Inc., a Mississippi nonprofit corporation, and do further certify that the above and foregoing are the original Bylaws of Orleans Square Office Park Property Owners' Association, Inc., a Mississippi nonprofit corporation, duly adopted at a properly convened meeting of the directors of said corporation held on _____, 2013, and that the same have not been modified, amended or revoked and remain in full force and effect.

WITNESS MY SIGNATURE effective _____, 2013.

Secretary

Pyle, Mills, Dye & Pittman

ATTORNEYS AT LAW
800 AVERY BOULEVARD NORTH, SUITE 101
RIDGELAND, MISSISSIPPI 39157

Telephone:
(601) 957-2600

Telecopier:
(601) 957-7440

James H. Gabriel

MEMORANDUM

TO: Mayor Gene F. McGee and
The Board of Aldermen of the
City of Ridgeland, Mississippi

FROM: James H. Gabriel 

DATE: April 24, 2013

RE: Acceptance of Easement

Attached is a copy of the easement from Sunnybrook, LLC, the owner of approximately 10 acres in the Northwest corner of Steed Road and Sunnybrook Road. The easement was necessary because of damage done to the Ridgeland Sewer System by MDOT on work on the I-55 improvements. Mr. Ridgway/Sunnybrook granted the easement at no cost to the City of Ridgeland other than placing a six-inch (6") sewer tap in the manhole, waiving any connection fees for this sewer tap and an agreement that there would be no on-site retention required for development of this property.

Chris checked and the necessity of retention is not needed and certainly the fees for a six-inch (6") tap are less than what the cost of the land would have been should we have had to purchase the easement.

Since these concessions are included in the easement, it is necessary that the Mayor and Board approve that consideration and authorize the Mayor to execute and accept the easement on behalf of the City of Ridgeland.

JHG/mmh
Enclosure(s)

cc: Jerry L. Mills, Esq.

Prepared By and Return to:

James H. Gabriel, Esq. [MSB #4341]
Pyle, Mills, Dye & Pittman
800 Avery Blvd. North, Ste. 101
Ridgeland, MS 39157
(601) 957-2600

GRANTOR:

Sunnybrook, LLC
233 ½ Capitol Street
Jackson, MS 39205
Phone: (601) 353-8349

GRANTEE:

City of Ridgeland, Mississippi
P. O. Box 217
Ridgeland, MS 39158
Phone: (601) 856-7113

PERMANENT EASEMENT

**INDEXING INSTRUCTIONS: S ½ of the NE ¼ of SECTION 24, T7N, R2E,
and LOTS 7 AND 8 OF BLOCK 7 OF HIGHLAND COLONY SUBDIVISION,
MADISON COUNTY, MISSISSIPPI**

PERMANENT EASEMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars and 00/100 (\$10.00), cash in hand paid and other good and valuable consideration, including a capped six inch (6") tap installed in the manhole on the easement to which Grantor and its heirs and assigns shall have access with no connection fee and the agreement with Grantee that no on site retention/detention will be required for future development for the property described in Deed Book 478, Page 138 of the land records of Madison County, Mississippi, the receipt and sufficiency of which is hereby acknowledged, SUNNYBROOK, LLC, a Mississippi limited liability company, Grantor, does hereby convey and grant unto CITY OF RIDGELAND, MISSISSIPPI, Grantee, a body politic (hereinafter "Grantee"), the following described real property for use as a permanent utility easement lying and being situated in Madison County, Mississippi, to wit:

A Variable Width Permanent Utility Easement situated in the South Half (S ½) of the Northeast Quarter (NE ¼) of Section 24, Township 7 North, Range 2 East, Ridgeland, Madison County, Mississippi, more particularly described in Exhibit **A** attached hereto and incorporated herein for all purposes and shown on the plat attached hereto as Exhibit **B**

The permanent utility easement is granted for right-of-way and the construction, installation, maintenance, repair, operation and use of all public and private utilities and the appropriate appurtenances thereto, including, but not limited to, water lines, sewer lines, storm drains and drainage

improvements, natural gas lines, telephone, cable, communications and underground electrical lines on, over and through such easement.

Immediately following any construction, Grantee will cause to be removed from the property hereinabove described, all debris, surplus material and construction equipment and leave the premises in a neat and presentable condition. In the event there is any damage to the property of the Grantor arising out of the use of said easement, City or the private utility operator will cause said damages to be repaired and restored to a condition fully equal to that existing before construction operations were commenced.

WITNESS MY SIGNATURE, this the 19th day of April, 2013.

SUNNYBROOK, LLC
A Mississippi Limited Liability Company

By: C. R. Ridgway, Jr.
President, Ridgway Management, Inc.
Manager of Sunnybrook, LLC

ACCEPTED BY:

City of Ridgeland, Mississippi

By: _____
Gene F. McGee, Mayor

ATTEST:

Paula Tierce, City Clerk

STATE OF MISSISSIPPI

COUNTY OF Hinds

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 19th day of April, 2013, within my jurisdiction, the within named C.R. Ridgway, IV, who acknowledged that to me that he is President of Ridgway Management, Inc., a Mississippi Corporation and manager of Sunnybrook, LLC, a Manager-Managed Limited Liability Company for and on behalf of the said corporation as manager of said limited liability company, and as the act and deed of said corporation as manager of said limited liability company, and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said corporation and said limited liability company so to do.

Elizabeth Ferguson
NOTARY PUBLIC

My Commission Expires:



* * * * *

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2013, within my jurisdiction, the within named GENE F. MCGEE and PAULA TIERCE, who acknowledged that they are the Mayor and City Clerk respectively of the CITY OF RIDGELAND, MISSISSIPPI, and that for and on behalf of the said municipality, and as its act and deed they did sign, seal and deliver the above and foregoing instrument of writing on the day and year therein mentioned, having first been duly authorized so to do by order adopted at the _____ Regular Meeting of the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi held on _____.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A"

November 29, 2012
Page 1 of 1

**PROPOSED VARIABLE WIDTH
UTILITY EASEMENT
FOR THE CITY OF RIDGELAND**

SUNNYBROOK, LLC
Deed Book 478, Page 138

Being a parcel of land situated in the South Half (S1/2) of the Northeast Quarter (NE1/4) of Section 24, Township 7 North, Range 2 East, Madison County, Mississippi and being out of and a part of a tract of land conveyed to Sunnybrook, LLC and described in Deed Book 478, Page 138 in the Chancery Clerk's Office of said Madison County, Mississippi and being more particularly described as follows:

COMMENCING at a found 5/8" rebar marking the Northeast corner of Section 24, Township 7 North, Range 2 East, Madison County, Mississippi;

THENCE run South, 1,202.66 feet to a point;

THENCE run West, 41.15 feet to a point on the West right-of-way line of Sunnybrook Road, as now laid out and in use, same being the East property line of said "Sunnybrook, LLC" tract. Said point being the most Northerly corner and the POINT OF BEGINNING for the herein described variable width utility easement;

THENCE along the West right-of-way line of said Sunnybrook Road, run South 00° 21' 39" East, 32.25 feet to a point on the North right-of-way line of Steed Road, as now laid out and in use, same being the South property line of said "Sunnybrook, LLC" tract;

THENCE along the North right-of-way line of said Steed Road, run North 84° 30' 37" West, 96.25 feet to a point;

THENCE leaving said North right-of-way line, run North 76° 26' 52" East, 98.35 feet to the POINT OF BEGINNING, containing 0.035 acres, (1,544 square feet), more or less.

POINT OF COMMENCEMENT

FOUND 5/8" REBAR MARKING THE
NORTHEAST CORNER OF SECTION 24, 17N,
R2E, MADISON COUNTY, MISSISSIPPI

Line Table		
Line #	Direction	Length
L1	S00°21'39"E	32.25'
L2	N84°30'37"W	96.25'
L3	N76°26'52"E	98.35'

SUNNYBROOK, LLC
(DB. 478, PG. 138)
PARCEL "A"
071F-24A-010/00.00

POINT OF BEGINNING

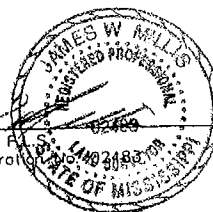
END 1/2" REBAR
EXISTING RIGHT-OF-WAY

STEED ROAD

SUNNYBROOK ROAD

LEGEND

- POWER POLE
- FIRE HYDRANT
- OVERHEAD POWER LINE
- GAS LINE
- WATER LINE
- SANITARY SEWER LINE
- TREE LINE
- GAS METER
- TELEPHONE PEDESTAL
- WATER METER
- WATER VALVE
- SANITARY SEWER MANHOLE
- GUY ANCHOR



PROPOSED VARIABLE WIDTH UTILITY EASEMENT = 0.035 ACRES (1,544 SQ. FT.)

PROPOSED VARIABLE WIDTH UTILITY EASEMENT FOR THE CITY OF RIDGELAND

Situated in the South Half (S 1/2) of the Northeast Quarter
(NE 1/4) of Section 24, Township 7 North, Range 2 East,
Madison County, Mississippi

Horizontal control based
on North American Datum
1983 (NAD83), MS. West
Zone, U.S. Foot;

Bearing orientation based
upon Mississippi State
Plane Grid (NAD83) West
Zone, U.S. Feet.



143-A LeFleurs Square
Jackson, Mississippi 39211
(601)355-9526

DRAWN BY: RH
REVIEWED BY: JWM
DATE: 11/29/12
SCALE: 1" = 40'

SHEET NUMBER

1 OF 1

PATH: R:\CS12110.00\DWG\STEED RD EASEMENT.DWG

EXHIBIT "B"



Providing Benefits for Life

April 22, 2013

Ms. Paula Tierce
P O Box 217
Raymond, MS 39158

Dear Ms. Tierce:

We received delinquent employee contributions on Mr. Raymond Stevens in the amount of \$7,375.79. Please remit to PERS the employer portion for the delinquent contributions for Mr. Raymond Stevens in the amount of \$10,255.15. Please remit the employer delinquent contributions due on Mr. Raymond Stevens' retirement account by May 22, 2013.

Please note that Mr. Raymond Stevens retirement account will not be awarded the appropriate service credit until both the delinquent employee and employer contributions are received.

Should you have any questions, please contact me at 1-800-444-7377 ext. 92353 or 601-359-2353. You may also email me at lknight@pers.ms.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "L Knight".

Latrice Knight
Account Analyst
Member Account Support



May 1, 2013

MEMO

To: Mayor & Board of Aldermen

From: Chris Chance, CPRP, CRSS 
Director of Recreation & Parks

Re: Authority to Advertiser for RFP for Landscape Maintenance at Ridgeland City Hall,
Jackson Street, Freedom Ridge Park, & Wolcott Park

We would like to request authority to advertise for proposals for landscape maintenance at Ridgeland City Hall, Jackson Street, Freedom Ridge Park, and Wolcott Park. The Request for Proposals is attached, and would include award of a four-year contract with 2 two-year renewals should the Mayor and Board wish to renew at the end of the contract.

This is for ongoing maintenance along Jackson Street and at Ridgeland City Hall, as well as maintenance of beds and common areas at Freedom Ridge and Wolcott Parks. The proposal would also include Christmas lighting at Ridgeland City Hall and at Freedom Ridge Park.

Thank you for your consideration of this request.

mailing address: p.o. box 217 • ridgeland, ms 39158
street address: 304 highway 51 • ridgeland, ms 39157
ph: 601.853.2011 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • Chris L. Chance, cprp, crss – director of recreation & parks

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

PROJECT MANUAL FOR:

**MUNICIPAL LANDSCAPE
MAINTENANCE PLAN
SPORTS COMPLEXES & OTHER
PROPERTIES
City of Ridgeland, Mississippi**

PREPARED FOR:

THE CITY OF RIDGELAND, MISSISSIPPI
RIDGELAND, MISSISSIPPI

Gene F. McGee, Mayor

PREPARED BY:

WEATHERFORD/ MCDADE, LTD.
PLANNING CONSULTANTS * LANDSCAPE ARCHITECTS
1662 LELIA DRIVE
JACKSON, MISSISSIPPI 39216-4817
Telephone 601-362-9707 Facsimile 601-362-9774

APRIL 2013

SET NO. _____

INDEX TO PROJECT MANUAL

MUNICIPAL LANDSCAPE MAINTENANCE PLAN SPORTS COMPLEXES & OTHER PROPERTIES CITY OF RIDGELAND, MISSISSIPPI

SECTION #	TITLE
- - -	Index to Project Manual
- - -	Request for Proposals
00300	Proposal Form
00750	General Instructions
02970	Landscape Maintenance
	Landscape Maintenance Schedule
	END OF INDEX

REQUEST FOR PROPOSALS
LANDSCAPE MAINTENANCE SERVICES – SPORTS COMPLEXES & OTHER PROPERTIES
MUNICIPAL LANDSCAPE MAINTENANCE PLAN
CITY OF RIDGELAND, MISSISSIPPI

Sealed proposals for Landscape Maintenance Services for the City of Ridgeland, Mississippi will be received at the offices of the City Clerk, City Hall, Ridgeland, Mississippi until 11:00 A.M. on Friday June 7, 2013. Proposals will not be publicly opened and read, as further negotiations may be necessitated with all proposers.

Plans and Specifications are on file and may be reviewed during normal business hours in the offices of the Recreation and Parks Department, City Hall, Ridgeland, Mississippi, and the offices of Weatherford/ McDade, Ltd., Planning Consultants/ Landscape Architects, 1662 Lelia Drive, Jackson, Mississippi 39216-4817 (telephone 362-9707). Plans and specifications may be obtained from offices of Weatherford/ McDade, Ltd. during normal business hours for a non-refundable fee of \$25.00 per set.

Attendance at a Pre-Proposal Conference as noted in the General Instructions is a requirement for submitting a bid.

Proposal Preparation and submittal shall be in accordance with the General Instructions in the Project Manual. A bid security is not required, however Performance and Payment Bonds are required.

THE CITY OF RIDGELAND, MISSISSIPPI

_____/s/ Paula Tierce
by: Paula Tierce, City Clerk

For Publication: Thursday May 16, 2013
 Thursday May 23, 2013

DOCUMENT 00300

PROPOSAL FORM
(SUBMIT IN DUPLICATE - DO NOT SUBMIT PROJECT MANUAL)

PROJECT: Municipal Landscape Maintenance Plan DATE: _____
Sports Complexes & Other Properties
City of Ridgeland
WM pn 13101

PROPOSAL OF:
Name of Company: _____

Address: _____

Telephone Number _____

In compliance with the bidding instructions relating to the above mentioned project, and having carefully examined the Proposal Documents, Specifications, Addenda thereto, and Plans, and being familiar with all conditions affecting the work, including the site conditions, the undersigned proposes to furnish all labor, materials, equipment and general construction necessary to do the Work called for by said documents for the amount set forth below:

Total Cost from proposed date of Contract beginning July 1, 2013 through August 31, 2017:

_____ dollars, \$ _____

Which amounts to \$ _____ per month.

CERTIFICATIONS:

The following certifications are held by either the organization or a full time employee of this organization.
Provide copies of the certification with submittal of the proposal.

Mississippi Landscape Gardener's License _____
Company or Individual's Name & License No.

Mississippi Chemical Applicator's License _____
Company or Individual's Name & License No.

Categories: _____
Company or Individual's Name if Different from Above

Company or Individual's Name if Different from Above

Company or Individual's Name if Different from Above

The undersigned agrees to hold this bid for acceptance for 60 calendar days from the date of opening bids. The undersigned further proposes and agrees to commence work on July 1, 2013 and continue through August 31, 2017.

Respectfully submitted,
AUTHORIZED SIGNATURE: _____

PRINTED NAME AND TITLE: _____

The following is to be completed and properly signed with bids for the project. FAILURE TO DO SO
COULD RESULT IN DISQUALIFICATION OF THE BIDDER'S PROPOSAL. The abovesigned
acknowledges receipt of the following addenda issued for the above referenced project.

ADDENDUM NO. 1 - DATE: _____ ADDENDUM NO. 2 - DATE: _____

END OF SECTION

SECTION 00750

GENERAL INSTRUCTIONS

PART 1 – GENERAL

1.01 DEFINITIONS AND RESPONSIBILITIES

- A. Owner: The City of Ridgeland, Mississippi
P.O. Box 217
Ridgeland, Mississippi 39158
1. The Department of Recreation and Parks shall be the administrator of the Contract for the City.
- B. Landscape Architect: Weatherford/McDade, Ltd., Planning Consultants/ Landscape Architects, Jackson, Mississippi.
1. The Landscape Architect shall be responsible to the City through the recommendation of award of Contracts following the proposal process.

1.02 PROPOSAL/ CONTRACT DOCUMENTS

- A. The proposal/ contract documents shall consist of the project manual, drawings, and addenda issued prior to receipt of proposals. Enumeration of the documents (other than addenda) is as follows:
1. Project Manual dated April 2013:
- | SECTION # | TITLE |
|-----------|--------------------------------|
| --- | Index |
| --- | Request for Proposals |
| 00300 | Proposal Form |
| 00750 | General Instructions |
| 02970 | Landscape Maintenance |
| | Landscape Maintenance Schedule |
2. Drawings dated April 3, 2013:

DRAWING #	TITLE
LM-1	CITY OF RIDGELAND OVERVIEW
LM-2	FREEDOM RIDGE PARK OVERVIEW
LM-3	FREEDOM RIDGE PARK
LM-4	FREEDOM RIDGE PARK
LM-5	FREEDOM RIDGE PARK
LM-6	WOLCOTT PARK & RIDGELAND TENNIS CENTER OVERVIEW
LM-7	WOLCOTT PARK & RIDGELAND TENNIS CENTER
LM-8	WOLCOTT PARK & RIDGELAND TENNIS CENTER
LM-9	WOLCOTT PARK & RIDGELAND TENNIS CENTER
LM-10	ELSIE E. JURGENS MEMORIAL LIBRARY
LM-11	CITY HALL
LM-12	JACKSON STREET OVERVIEW

LM-13	JACKSON STREET
LM-14	JACKSON STREET
LM-15	JACKSON STREET
LM-16	JACKSON STREET

- B. Following receipt of proposals, changes or additions to the Contract Documents may be made, provided mutual agreement is achieved between the Owner and the Contractor in both Scope of Work and Contract Sum. This will be verified by the Owner in writing to the Contractor.

1.03 PROPOSAL PROCESS

- A. Refer questions regarding the documents to the Landscape Architect. Addenda will be issued by the Landscape Architect, if necessary.
- B. Pre-Proposal Conference: A Pre-Proposal Conference will be held on Wednesday May 29, 2013 at 10:30 AM at the Maintenance Office of the Ridgeland Recreation and Parks Department, located at Freedom Ridge Park on School Street (west of the City Library at Highway 51 and School St.) in Ridgeland, Mississippi. **Attendance at this meeting is mandatory for firms submitting proposals.**
- C. Site Conditions:
1. By submitting a proposal, Contractor acknowledges that he has reviewed the site, including systems of which will be under his care, and understands the requirements of this Contract.
 2. If any unusual conditions are found to exist at the site, or discrepancies found in the drawings, they shall be called to the attention of the Landscape Architect prior to submitting a proposal, and an interpretation requested. If Contractor fails to make such request, no excuse shall be entertained thereafter for failure to carry out the work in a satisfactory manner, and no additional compensation shall be allowed for such discrepancies or unusual conditions.
- D. Proposals:
1. Submit IN DUPLICATE on the forms provided.
 2. Complete information required on the proposal form. The proposal shall include the costs for elements of the work as well as the costs for fees, permits, and taxes. Proposals must be regular in every respect and NO interlineations, exclusions, or special conditions shall be made or included in the Proposal Form by the Proposer.
 - a. The Proposer SHALL NOT submit a proposal for each site or work. One proposal shall cover the entire scope of work as identified herein and on the plans.
 - b. Optional proposals WILL NOT be considered. Proposers shall quote one price for the work required in these documents.
 3. A bid bond is not required.
 4. Submission of proposals to Owner:
 - a. Enclose proposals in a sealed envelope bearing the Contractor's name and address and note on the outside as follows:

Sealed Proposal For: Municipal Landscape Maintenance Plan - Sports Complexes and
Other Properties
City of Ridgeland, Mississippi

To Be Opened: Friday June 7, 2013 at 11:00 AM.

5. If the proposal is to be mailed, enclose the proposal envelope inside of another envelope with the information above on the outside to ensure against premature opening. Mail proposal to:

Paula Tierce, City Clerk
City of Ridgeland
P.O. Box 217
Ridgeland, Mississippi 39158

1.04 POST PROPOSAL

- A. In determining the lowest and best responsible proposal(s), the following will be considered by the Owner:
 1. If a proposal is the best interests of the City of Ridgeland.
 2. Whether a proposer:
 - a. maintains a permanent place of business,
 - b. has adequate equipment to do the work properly and expeditiously,
 - c. has a suitable financial status, and can provide the bonds and insurance as specified herein,
 - d. has appropriate practical and technical experience, including having, and maintaining, the license(s) and certification(s) as required in these documents, and
 - e. is not currently involved in litigation with the Owner.
- B. The Owner may request financial and/ or job reference information from any proposer considered for award.
 1. The Owner reserves the right to reject any bidder for failure to provide such information, when requested in writing by the Owner, or when an investigation of such information of the available evidence does not satisfy the Owner.
- C. Proposals are to be guaranteed for a period of 60 calendar days from the date of opening. No alterations or modifications may be made to the proposals during that time, unless negotiated with and approved by the City.
- D. The Owner reserves the right to reject any and all proposals.

1.05 AWARD

- A. Award will be made as soon as possible as determined by the Owner.
- B. A Contract shall be prepared by the Landscape Architect for the City of Ridgeland and the Contractor. A copy of the Contract follows this section.
 1. The Contractor will be notified in writing of the acceptance as soon as possible after award. Following that notice the Contractor shall begin work on Monday July 1, 2013 regardless if the Contract has not been received.
- C. Within ten days of the date of the issued Contract, deliver to the Landscape Architect 2 copies of the insurance certificates required in paragraph 1.06.

1.06 INSURANCE AND BONDS

- A. Insurance Required:
 1. Workmen's Compensation: The Contractor shall be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Workmen's Compensation Law. The liability limits shall not be less than the required

- statutory limits for Workmen's Compensation and Employer's liability in the amount of \$100,000.00 for each person. This policy shall include an "all states" endorsement.
2. Contractor's Comprehensive Public Liability and Property Damage Insurance, covering operations in connection with the performance of this Contract in amounts not less than the following:
 - a. Bodily injury liability in the amount of \$1,000,000.00 for each person and \$1,000,000.00 for each accident.
 - b. Personal injury in the amount of \$1,000,000.00 for each person and \$1,000,000.00 for each accident.
 - c. Property damage liability in the amount of \$1,000,000.00 for all damages arising out of the injury or destruction of property each occurrence and \$1,000,000.00 annual aggregate.
 3. Contractor's Contingent or Protective Liability and Property Damage: The Contractor shall secure contingent or protective liability and property damage insurance to protect him from any and all claims arising from the operation of his subcontractors in the execution of Work included in the Contract, in no case shall the amount of such protection be less than the limits of paragraph 1.06 A.2. as described herein for both Public Liability Insurance and Property Damage Insurance.
 4. Automotive Public Liability and Property Damage: The Contractor shall maintain automobile public liability insurance in the amount of not less than \$1,000,000.00 for injury to one person and \$1,000,000.00 for one accident, and automobile property damage in the amount of \$100,000.00 for each occurrence and \$1,000,000.00 combined single unit from any and all claims arising from the use of the following, all of which may be used on and off the site of the project:
 - a. Contractor's own automobiles and trucks.
 - b. Hired automobiles and trucks.
 - c. Automobiles and trucks owned by subcontractors.
- B. Security for Faithful Performance: Simultaneously with his delivery of the executed Contract, the Contractor shall furnish Contract Performance and Payment Bonds in the full amount of the Contract for the payment of persons performing labor on this Contract and for furnishing materials in connection with this Contract. The surety on such Bond or Bonds shall be a duly authorized Surety Company doing business in the State of Mississippi.
1. Copies of acceptable bond forms follow this section.

1.07 CONTRACT TIME

- A. Provided notices are given as stated above, the Contract shall initiate at 7:00 A.M., Monday July 1, 2013 and continue for 4 years through 5:00 P.M., August 31, 2017. However, the parties may extend the contract period for 2 additional terms of 2 years. The Contractor and the City shall notify each other of their intentions regarding extension of the Contract by certified letter no later than August 1, of the year the contract ends.

1.08 SUBMITTALS

- A. Within 30 days of initiation of Contract, provide submittals to the Landscape Architect of chemicals, herbicides, and other manufactured products, both in the base bid and those specified on an emergency or as needed basis, to the Owner consisting of product labels, manufacturer's data, and manufacturer's safety data sheets.

- B. Required for chemicals and fertilizers to be used during the Contract period, including those required in the base bid contract and those to be used on an "as needed" basis.
 - 1. Provide 4 copies of each item for review and approval.
 - 2. Approved submittals must be received by the Contractor prior to ordering materials.
- C. The complete list of materials is for the Owner's use and reference as he periodically inspects the Work.
- D. Monthly payment(s) will be retained by the Owner if the submittal process has not been completed.

1.09 PAYMENT

- A. Payment shall be made by the Owner to the Contractor in equal, monthly payments upon receipt of the monthly statement from the Contractor and approval of the Owner of the Work performed during the month.
- B. Submittal process:
 - 1. No later than the 25th of each month, submit 4 copies of the following to the Owner:
 - a. Invoice for the month's services, referencing original Purchase Order Number issued at beginning of project.
 - b. Invoice for emergency or additional work performed during the month.
 - c. Complete list of tasks performed during the month with reference to Areas of Work noted on the Schedule in Section 02970.
- C. Owner will review the application and the site. Invoice will be processed for payment provided that the invoice is correct and work performed is acceptable.

1.10 EMERGENCY OR ADDITIONAL WORK/ CHANGES

- A. The Scope of Work and respective Contract Sum can be changed by mutual agreement during the Contract Period.
 - 1. Deletions to the Scope of Work and respective Contract Sum may be elected by the Owner if:
 - a. Contractor fails to perform required work, or
 - b. Owner and Contractor agree that a particular item/ area of work is not required.
- B. Emergency work consists of necessary disease control or fungus control to turf or plant material, which is not required as preventive maintenance and included within the Base Bid Scope of Work.
- C. Additional work is work not included within the Base Bid Scope of Work, but of a landscape nature that the Owner deems necessary.
- D. Compensation shall be determined as follows:
 - 1. Owner will advise the Contractor of the work he wishes performed that is in addition to the Base Bid Scope of Work.
 - 2. Contractor shall prepare a quotation as delineating labor costs, quantities of material(s), profit, and overhead, and submit 2 copies to the Owner.
 - 3. The Owner reserves the right to:
 - a. Further negotiate with the Contractor to achieve a cost mutually acceptable to both parties.
 - b. Reject the quotation.
 - c. Accept the quotation in total.

1.11 GENERAL

- A. Contractor is responsible for repair of damages to existing elements on the site, including plant material, created by the Contractor's operations or employees.
 - 1. Windows, windshields, and other glass damage by the Contractor shall be paid for by the Contractor.
- B. Utilities: Contractor may utilize existing on-site utilities, however, use shall be limited to available existing outdoor outlets/connections.
- C. This project is located at sites throughout the City of Ridgeland, Mississippi, which are always open to the public. In addition to his employees, the Contractor is responsible for the safety of site users with regards to his work and operations, specifically the use of equipment and chemicals, and other areas/ items of work which may be accessible to the general public.
- D. Special Site Time Constraints: No scheduled activities on the ballfields occur at either of the parks on Wednesdays, thus, this is the best day to minimize conflicts with site users and staff.

1.12 TERMINATION OF CONTRACT

- A. By Owner:
 - 1. Should the Contractor be negligent in his responsibilities for a period of fourteen days, the Owner will notify the Contractor in writing of such negligence.
 - 2. The Owner may terminate the Contract seven days after the date of the Notice of Negligence letter has been issued, if it is obvious to the Owner that the Contractor has made no attempt to correct the negligence.
 - 3. Termination date shall be effective on the end of business on the seventh day following the date of a written termination notice issued by the Owner.
- B. By Contractor: Should the Contractor elect to terminate his Contract with the Owner, this may be done so only by prior written notification.
 - 1. During the time from February 15 to August 15, the minimum notice time must be 45 calendar days from the date of a Notice to Terminate.
 - 2. From August 16 to February 14, the minimum notice time must be 30 calendar days from the date of a Notice to Terminate.
- C. Should termination be elected by either party, settlement of final fees shall be determined by the Owner and Contractor. Previous payments provided by the Owner shall be pro-rated based upon the time the Contractor has been employed and the proportional amount of fees for the time remaining in the Contract shall be credited to the Owner.

1.13 PROTECTION OF PERSONS AND PROPERTY

- A. The Contractor shall be responsible for initiating, maintaining, and supervising safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:
 - 1. employees on the Work and other persons who may be affected thereby;
 - 2. the public users of each site;
 - 3. the Work and materials and equipment to be incorporated therein, and;
 - 4. other property at the site or adjacent thereto.

- B. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except for damage or loss attributable to acts or omissions of the Owner or Landscape Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

AGREEMENT WITH LANDSCAPE MAINTENANCE CONTRACTOR

This Agreement, made this the ____ day of _____, 20____, by and between the City of Ridgeland, Mississippi hereinafter called "Owner" and _____, Landscape Maintenance Contractor pursuant to that proposal accepted on _____ hereinafter called "Contractor".

For and in consideration of the payments and agreements hereinafter mentioned:

Contractor will commence and complete landscape maintenance at the sites and in the manner as specified in the documents for "Municipal Landscape Maintenance Plan – Sports Complexes & Other Properties. City of Ridgeland, Mississippi" dated April 2013, including addenda - hereinafter called "project":

1. Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the project described herein and further described in the proposal accepted by Owner on _____.
2. The Contractor will commence work required to complete the project on _____ and will complete the project on _____, unless the period for completion is extended otherwise.
3. All documents, insurance and bond requirements and specifications included in the Municipal Landscape Maintenance Plan dated _____, and drawings dated _____, are made a part of this contract as if copied herein, except:
 - A. In addition, Addendum ____ dated _____ shall be included as part of this Contract.
4. Owner will pay to the Contractor the amount of \$ _____ based on the accepted Proposal. Payment shall be made monthly in the amount of \$ _____ based upon the proposal. For emergency or additional work approved by the Owner, payment shall be made by additional monthly invoices.

5. Attached hereto and made a part of this contract is a Payment Bond, executed by a surety company doing business in the State of Mississippi, in the sum of: _____.
6. Attached hereto and made a part of this contract is a Performance Bond, executed by a surety company doing business in the State of Mississippi in the sum of: _____.
7. This Agreement shall be binding upon all parties hereto and their respected heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the Parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in 4 copies each of which shall be deemed an original on the date first above written.

THE CITY OF RIDGELAND, MISSISSIPPI
P.O. Box 217
Ridgeland, MS. 39158

By: _____
Gene F. McGee, Mayor

ATTEST:

Paula Tierce, City Clerk

CONTRACTOR:

By: _____
Name

ATTEST:

By: _____
Signed

Printed Name

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____
(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called "Principal", and
(Corporation, Partnership or Individual)

_____ hereinafter called "Surety", are held and firmly
(Name of Surety)

bound unto the CITY OF RIDGELAND, MISSISSIPPI, hereinafter called "Owner" in the penal sum of
_____ Dollars \$ _____

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the OWNER, dated the _____ day of _____, 20_____, a copy of which is hereto attached and made a part hereof for the :

**MUNICIPAL LANDSCAPE MAINTENANCE PLAN
SPORTS COMPLEXES & OTHER PROPERTIES
City of Ridgeland, Mississippi**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials lubricants, oil gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect. PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and sees that no change, extension of time, alteration or addition to terms of the Contract or to the WORK to be

performed hereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the loans of this Contract or to the WORK or to the SPECIFICATIONS. PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may not yet be satisfied.

WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each of which shall be deemed an original, this the _____ day of _____, 20_____

ATTEST:

(Principal) Secretary

(SEAL)

(Principal)

By _____

(Address)

Witness as to Principal

(Address)

ATTEST
(SEAL)

(Surety)

By _____
Attorney-in-Fact

Witness as to Principal

(Address)

NOTE: Date of BOND must not be Prior to date of CONTRACT. If CONTRACTOR is Partnership, all partners should execute BOND.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____
(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called "Principal", and
(Corporation, Partnership or Individual)

_____ hereinafter called "Surety", are held and firmly
(Name of Surety)

bound unto the City of Ridgeland, Mississippi, hereinafter called "Owner" in the penal sum of
_____ Dollars (\$ _____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the OWNER, dated the _____ day of _____, 20_____, a copy of which is hereto attached and made a part hereof for the:

**MUNICIPAL LANDSCAPE MAINTENANCE PLAN
SPORTS COMPLEXES & OTHER PROPERTIES
City of Ridgeland, Mississippi**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials lubricants, oil gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect. PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and sees mat no change, extension of time, alteration or additional the terms of the Contract or to the WORK to be performed hereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its

obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the loans of this Contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, mat no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may not yet be satisfied.

WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each of which shall be deemed an original, this the _____ day of _____, 20_____

ATTEST:

(Principal) Secretary

(SEAL)

(Principal)

By _____

(Address)

Witness as to Principal

(Address)

ATTEST
(SEAL)

(Surety)

By _____
Attorney-in-Fact

Witness as to Principal

(Address)

NOTE: Date of BOND must not be Prior to date of CONTRACT. If CONTRACTOR is Partnership, all partners should execute BOND.

SECTION 02970

LANDSCAPE MAINTENANCE

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Furnishing materials, labor, equipment and services necessary to provide Landscape Maintenance services as described herein and as delineated on the Drawings. Work shall include the following:
 - 1. Turf Care
 - 2. Tree Care
 - 3. Shrub and Groundcover Care
 - 4. Edging and Trimming
 - 5. Debris Removal
 - 6. Walkways and Other Paved Areas
 - 7. Policing and Cleaning
- B. The term “Overseeding” as used herein shall be interpreted to expand the scope of services within the base proposal at a given site.
 - 1. The sites shall include
 - a. Tennis Center (within Wolcott Park complex)
 - b. City Hall
 - c. Clock Tower at Jackson Street and Sunnybrook Road.
 - 2. Expanded scope of services specified in this Section which are required in the base proposal shall include:
 - a. Overseeding with Perennial Ryegrass
 - b. Fertilization of ryegrass
 - c. Mowing of ryegrass (including edging and trimming)
 - d. Planting of Annuals throughout the year.

1.02 WORK NOT INCLUDED

- A. Contractor shall not be responsible for replacement/repair of plant material or site amenities including irrigation system components, caused by unforeseen acts such as drought, freezes, or storm damage.
- B. The Contractor shall be responsible for replacement/repair of plant material/site amenity damage that is resultant from the Contractor's operations, including personnel and equipment.

1.03 REQUIREMENTS

- A. Meet applicable Federal, State, and local codes, regulations and ordinances governing at the site of the project at the time(s) of execution.
- B. The Company providing the services shall be licensed and have at least one full time employee certified in the following areas:
 - 1. The Company shall have a Landscape Gardener’s License as issued by the State of Mississippi, Department of Agriculture and Commerce, Division of Plant Industry.

2. Perform chemical operations with personnel who are Certified Commercial Pesticide Applicators (with minimum categories consisting of Turf and Ornamentals; Insect and Disease, and Aquatics) under the laws and regulations of the State of Mississippi, Department of Agriculture and Commerce, Division of Plant Industry.
- C. Contractor's representative (supervisor) shall be experienced in landscape maintenance, and preferably shall have an education in ornamental horticulture.
- D. Gardeners/laborers shall be uniformed and personally presentable when on the site.

1.04 ENVIRONMENTAL CONDITIONS

- A. Conduct maintenance operations, particularly chemical-related operations, in weather conditions which provide favorable horticultural conditions and favorable temperature, moisture and soil conditions as may be required by chemical manufacturers recommendations.

1.05 STORAGE

- A. No equipment or materials may be stored on the site or within any buildings, unless approved by the Owner.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Products are subject to approval by the Owner and shall be rejected if in their opinion the materials do not meet the requirements of the Specifications.

2.02 DELIVERY AND HANDLING

- A. Should materials be delivered to the site prior to actual usage and require storage, obtain permission of the Owner for said storage and its location. If the Owner allows storage, materials shall receive suitable protection from the elements. Handle materials so as not to accidentally open containers or contaminate before time of actual mixing or usage.

2.03 PRODUCT SUBMITTALS

- A. Submit in accordance with Section 00750 - General Instructions.

2.04 FERTILIZERS

- A. General: Commercial fertilizers shall be complete formula manufactured standard products complying with regulations and laws at the time of bidding, uniform in composition, dry and free flowing. Fertilizers shall contain not less than the percentage by weight of ingredients set out in the following table: These requirements apply to all fertilizers (except for trees) used throughout the project.

GRADE	NITROGEN	PHOSPHORUS P-2-0-5	POTASH K2
5-5-5	5	5	5

Notes: An allowance of four percent (4%) variation or tolerance of the above proportions will be permitted based on relative commercial value.

B. Turf - Application rates:

1. Turf: Fertilization for warm season grass is not required, and will be performed by the Owner.
2. Where overseeding is required, turf fertilization by the Contractor is required only during those months in which the overseeded turf is desired.
 - a. Shall be a complete fertilizer as described in paragraph 2.04.A., however rate shall be adjusted to provide 1 pound of Nitrogen (N) in each application.
 - b. Apply fertilizer once at planting of ryegrass and two additional times at equal time intervals during the ryegrass growing season.

C. Shrubs and Groundcover - Application rates: Apply 5-5-5 fertilizer at the rate of 5 pounds per 1,000 square feet.

D. Trees NOT REQUIRED – PERFORMED BY OWNER

2.05 HERBICIDES

- A. Utilized for spot weeding in beds, edging and trimming shall be a systemic, weed killer such as Roundup Herbicide, by Monsanto or an approved equal. Herbicide shall be applied as per manufacturer's instructions. When used for edging or trimming, swath of spray shall not exceed 6 inches.
- B. Weed control in turf shall include pre-emerge and/ or post emerge herbicide – PERFORMED BY OWNER.

2.06 INSECTICIDES AND FUNGICIDES

- A. Insecticides and Fungicides for turf or plant material shall not be required within the Scope of Work of the base bid, but may be required as additional work on an "as-needed" basis. Upon award of Contract, Contractor shall prepare SUBMITTALS for two types of insecticides and fungicides, each which may be required on turf or plant material.

2.07 MULCH

- A. Mulch for tree rings and each bed shall match the existing material in the bed as of the initial date of this Contract.
 1. Shredded cedar, cypress, pine, or hardwood bark strips (pole peelings) shall be used for mulching, and shall be a good commercial type with no pieces larger than 1½ inches across the surface. SUBMITTAL REQUIRED.
 2. Baled pine straw, free of undesirable matter. Lightly compact in areas of applications to the depths required.

2.08 EQUIPMENT

- A. Provide and maintain necessary maintenance equipment at no cost to the Owner.

2.09 ANNUALS:

- A. Generally, the planting of annuals is not required as it is performed by Owner, however,
- B. Where overseeding of turfgrass is required, the Contractor shall provide 3 changes of annuals within existing annual beds as follows:
 - 1. March 1 – Petunias (or acceptable plant material), using 4 inch diameter pots spaced 9 inches on center.
 - 2. June 1 – Periwinkle or Lantana (or acceptable plant material), using 4 inch diameter pots spaced 12 inches on center.
 - 3. October 15 – Kale or Ornamental Cabbage or Pansies (or acceptable plant material), using 4 inch diameter pots spaced 9 inches on center.
- C. Costs for annual replacements and maintenance shall include the materials and services necessary to present a healthy and attractive seasonal color bed including (but not limited to) disposal of dead/ old annuals, fertilization, plant material, mulch, weed removal, and removal and replacement of spent/ dead materials during a given season.
- D. Specific plant material changes may be made by the Contractor following review and approval of the Owner prior to the Contractor's making changes.
 - 1. Spacing of plants may be adjusted if approved by the Owner.

2.10 FIRE ANT CONTROL NOT REQUIRED – PERFORMED BY OWNER

2.11 OVERSEEDING

- A. Seed: Perennial Ryegrass applied at the rate of 1 pound per thousand square feet.
 - 1. Seed rate may be reduced by the Owner if Contractor is willing to provide aerification of soil at no additional cost.
- B. Fertilizer: See paragraph 2.04 B. 2. of this section.

2.12 CHRISTMAS LIGHTS @ FREEDOM RIDGE PARK

- A. Where noted on the drawings, within the first island of the boulevard, there are 9 existing trees that shall receive Christmas lights.
 - 1. This is not a pedestrian traffic area, however, Contractor shall assume responsibility for safety of park users with regards to materials, methods, and installation of Christmas lights.
- B. Christmas lights shall be white (color) 120 volt lights with 20 gauge wire on 50 foot strands. Each tree shall be wrapped from ground level to 40 feet high with maximum 6 inch gaps between strands. (Is is estimated that 100 to 120 strands of lights will be required, however, Contractor is responsible to adequately cover the areas noted herein.)
- C. Power supply shall be provided by others, however, Contractor shall connect to and provide power from supply point(s) to each tree.
- D. Lights shall be erected prior to the City's Christmas Parade (usually first Saturday in December) and removed no later than January 15 of the following year.

PART 3 - EXECUTION

3.01 GENERAL

- A. Maintain turf, shrubs, ground covers, (including bed areas), vines, annuals and trees in a healthy growing condition, by performing the necessary operations as listed herein. Scheduling of operations shall be as per the LANDSCAPE MAINTENANCE SCHEDULE following this Section.
- B. The Contractor shall not be responsible for regularly scheduled major trash and litter pickup or major debris removal (i.e.: trees blown down by storm damage) however, the Contractor shall be responsible for removal of minor trash and litter or minor debris (i.e.: limbs with a diameter of 3 inches or smaller) which would interfere with maintenance operations (i.e.: mowing, weeding, etc.) and would cause an unsightly appearance in the opinion of the Owner. Litter and debris removal operations, as defined herein, shall only be performed at times prior to the actual performance of each specific operation.

3.02 TURF CARE

- A. Fertilization and liming: PERFORMED BY OWNER.
 - 1. In areas designated for overseeding, turf fertilization is required as specified in paragraph 2.11.
- B. Vertical Mowing/Thatch Removal:
 - 1. Required only on the basis of "as needed" and regarded as additional work to the Base Proposal work.
 - 2. When required:
 - a. Perform within the turf area between March 16 and March 31.
 - b. Remove the thatch layer of the turf, by mechanical means, (dethatcher).
 - c. Remove resultant debris from the turf and dispose of properly.
- C. Aerification of Soil:
 - 1. Required only on the basis of "as needed" and regarded as additional work to the Base Proposal work.
 - 2. Perform with tractor-drawn equipment specifically designed for that purpose. Plugger or slicing-tine type of equipment is preferred.
 - a. Submit information regarding type of equipment, depth of plug or slice, and diameter of plug to the Owner for approval prior to execution.
- D. Mowing:
 - 1. Equipment: Mow turf with a reel or high speed rotary-type mower. Bushhog or flail type mowers not allowed.
 - 2. Mowing height: Range from 2 inches to 1-1/2 inches.
 - 3. Frequency:
 - a. from April 1 through November 15:
 - aa. once every 7 days, with a minimum of 5 days between mowings.
 - bb. the Nature Trail Area at Freedom Ridge Park shall be mowed once every 14 days, with a minimum of 10 days between mowings.
 - b. 1 mowing is required from March 16 to March 30 and 1 mowing from November 16 to November 30 in the Base Proposal Cost.
 - c. Sites designated herein for overseeding shall be mowed year round. Schedules noted below are required mowing times when overseeding grass has been planted:

- aa. City Hall and the Clocktower Site on Jackson Street shall be mowed weekly.
 - bb. The Tennis Center at Wolcott Park shall be mowed every other week.
 - cc. Edging and trimming as specified herein shall be performed with mowing during the overseeding season.
- 4. Should the Owner determine that grass clippings in turf areas which have been mowed are excessive and necessitate raking, the removal and disposal of these clippings shall not be considered as additional work.

E. Weed Control: PERFORMED BY OWNER

F. Insect and Fungus Control:

- 1. Insect and fungus control required only on the basis of "as needed" and shall be regarded as additional work.
- 2. Contractor is responsible for detection of problems related to insect and fungus control and immediate notification of the Owner.
- 3. Materials utilized shall be those pre-approved by the Owner during the submittal process.

G. Overseeding: With Perennial Ryegrass as required in paragraph 1.01 B shall be performed beginning October 16 in order that a stand of acceptable ryegrass will be evident by November 15.

- 1. Seeding and Fertilization rates shall be in accordance with paragraph 2.11 of THIS section.
- 2. Mowing shall be in accordance with paragraph "D", above.

3.03 SHRUB AND GROUNDCOVER CARE

A. Shrub Pruning and Shearing:

- 1. General:
 - a. Prune and shear shrubs 3 to 5 times per year depending on the type of plant material. Do not prune later than August 15, depending on the plants ability to "harden over" the cuts prior to winter.
 - b. Shall include major renovation or merely shaping of the plant material, as determined by the Owner.
 - aa. Review pruning of shrubs with the Owner, and receive approval, prior to execution.
 - bb. Major renovation or heading back of plants shall be performed ONLY on as "as needed" basis.
 - c. Purpose will be to remove dead and diseased parts of the plant, remove "leggy" branches or shoots, promote vigorous compact growth, yet maintain growth within space limitations, and maintain a natural appearance.
 - d. DO NOT prune shrubs into balled or boxed forms unless such is required by the design.
 - e. Pruning and shearing shall be subject to the approval of the Owner.
- 2. Evergreen shrubs (both slow and fast growing types) - Prune and shear during the month of June.
 - a. Major renovation or heading back of plants shall be performed during the dormant season or in early Spring.
- 3. Spring blooming deciduous shrubs - Prune and shear following the bloom of the particular plant.
 - a. Major renovation or heading back of plants shall be performed during late Spring.
- 4. Deciduous summer blooming shrubs - Prune and shear during the month of February.
 - a. Major renovation or heading back of plants shall be performed during the dormant season or in early Spring.
- 5. Additional pruning and shearing may be elected by the Owner and deemed as additional work.

B. Groundcover Pruning and Shearing:

1. Required only on the basis of "as needed" and regarded as additional work to the Base Bid work.
 2. When required:
 - a. Location and time as determined by Owner.
 - b. Prune or shear required ground covers (i.e.: Asiatic Jasmine, Liriope, Mondo Grass) with a string-type trimmer to a height of 3 inches.
 - c. Perform between March 1 and March 15.
- C. Fertilization: Apply 5-5-5 fertilizer to groundcover and shrubs 2 times per year during the periods of March 15 to March 31 and from November 1 to November 15.
- D. Weeding:
1. Perform weeding of plant beds with herbicides where practical, otherwise by hand, as often as necessary to maintain order.
 - a. Maintain planting beds in a weed free condition.
 - b. Weed density shall not exceed 3 weeds per square foot.
 2. Remove dead or terminally diseased plants promptly from beds notify the Owner.
 3. Spent blooms of the display type shall be removed regularly when they become unsightly.
- E. Mulching:
1. Provide and apply mulch to planting beds (except those containing mature groundcovers), pit planted shrubs less than 36 inches in height (unless the plants have achieved matured full spread), and trees.
 - a. Bark mulch shall be replenished once per year to a depth of 2 inches.
 - b. Pine straw mulch shall be replenished throughout the Contract at no additional cost to the Owner to a depth of 4 inches.
 2. Review bark mulched areas during the periods of February 15 to March 15 and again from November 1 to November 30.
 - a. Report observations to the Owner.
 - b. Owner will determine what areas are to receive additional mulch.
 - c. Perform mulching within 14 days following the determination of the Owner.
 3. In areas next to buildings, finished elevations of mulch shall not be less than 6 inches below the finished floor grade.
 - a. In circumstances where the existing mulch elevation is less than 6 inches below finish floor grade, remove and dispose of old and deteriorated mulch prior to the installation of new mulch.
- F. Insect and Fungus Control:
1. Insect and fungus control required only on the basis of "as needed" and shall be regarded as additional work.
 2. Contractor is responsible for detection of problems related to insect and fungus control and immediate notification of the Owner.
 3. Materials utilized shall be those pre-approved by the Owner during the submittal process.

3.04 TREE CARE

A. General:

1. Provide care and maintenance of trees 4 inches in caliper and less regards to pruning, fertilization and removal of dead wood.

2. Regular maintenance of trees larger than 4 inches in caliper, work normally performed by an arborist or tree surgeon (i.e.: cavity work, cabling, chemical injections, major pruning) shall not be included in this Contract.

B. Pruning:

1. Required one time per year.
 - a. Prune deciduous trees only during the dormant season.
 - b. Prune evergreen trees during the dormant (winter) months.
2. Prune trees to:
 - a. select and develop permanent scaffold branches that are smaller in diameter than the trunk of branch to which they are attached, which have vertical spacing of from 12 to 24 inches and radial orientation so as not overlay one another;
 - b. eliminate diseased or damaged growth;
 - c. eliminate narrow V-shaped branch forks that lack strength;
 - d. reduce toppling and wind damage by thinning out crowns;
 - e. maintain growth within space limitations;
 - f. maintain a natural appearance;
 - g. and remove suckers.
 - h. Remove suckers and lower growth from shrub-type plants which have been tree-formed.
 - i. thin out and shape to prevent wind and storm damage to evergreens.
 - j. eliminate lower limbs which may rest upon vehicles in parking areas or interfere with pedestrians on walks or paved areas.
3. Make pruning cuts to lateral branches or buds in front of the branch collar approximately 1/4 inch. Stubbing is not permitted.
4. Review pruning of trees with the Owner, and receive approval, prior to execution.

C. Fertilization: Required only on an "as needed" basis which shall be deemed as additional work.

D. Staking or Guying:

1. Inspect periodically the staking and guying of trees which have been installed less than 1 growing season.
2. Upon inspection, tighten and readjust guy wires where necessary to avoid girdling of trunks or branches, and avoid rubbing of branches that may cause bark wounds.
3. Remove and dispose of staking and guying for plants which have been installed longer than 1 growing season.

E. Insect and Fungus Control:

1. Required only on the basis of "as needed" and shall be regarded as additional work.
2. Contractor is responsible for detection of problems related to insect and fungus control and immediate notification of the Owner.
3. Materials utilized shall be those pre-approved by the Owner during the submittal process.

F. Mulch:

1. Provide and apply mulch to trees outside of existing planting beds which are currently mulched (time of this proposal).
 - a. Bark mulch shall be replenished once per year to a depth of 2 inches.
 - b. Pine straw mulch shall be replenished throughout the Contract at no additional cost to the Owner to a depth of 4 inches.
2. Review bark mulched areas during the periods of February 15 to March 15 and again from November 1 to November 30.

- a. Report observations to the Owner.
- b. Owner will determine what areas are to receive additional mulch.
- c. Perform mulching within 14 days following the determination of the Owner.

3.05 IRRIGATION SYSTEMS AND MAINTENANCE, WATERING

- A. Contractor is not required to program or operate existing irrigation systems, however, Contractor shall coordinate with the Owner to set the timing and operation of the irrigation systems based upon the observed water needs of the plant material.
 - 1. The Contractor shall not be responsible for damage and repair to the irrigation system caused by others.
 - a. Defective items or deficiencies in the irrigation system shall be brought to the attention of the Owner immediately by the Contractor.
 - b. Repairs to the irrigation system (other than those caused by the Contractor's Operations) are not included in the base bid Scope of Work and shall be considered on an "as-needed" or emergency basis, which is additional work.
- B. Areas or plants located outside of irrigation systems shall be water on an "as-needed" basis when determined by the Owner and shall be considered as additional work to the base bid.

3.06 EDGING AND TRIMMING

- A. Where required:
 - 1. Turf - around trees, signs, light poles; along buildings, fences, walks, paved areas including curbs, and site features.
 - 2. Ground Covers or vines - adjacent to walkways or paved areas.
- B. Methods:
 - 1. Herbicides may be utilized around trees, signs, light poles and along buildings, fences, in-between planting beds and turf, provided adequate protection is used where trees with sensitive bark (i.e.: Crape Myrtle) are being sprayed around.
 - a. Herbicides shall not be permitted along ballfield fences.
 - 2. Mechanical edging and trimming shall be required along walks and paved areas.
- C. Frequency:
 - 1. Turf Areas, Groundcover and/Vine Beds: Required every other mowing time from April 1 to November 15, and with each mowing scheduled before and after the mowing period of April 1 to November 15. In overseeded areas between November 15 and April 1 the following year, edging and trimming shall be required every other week.
 - a. Perform on the same day as mowing operations.
 - b. Chemical treatments required as necessary to present a clean, crisp appearance of the items being edged or trimmed around.

3.07 DEBRIS REMOVAL

- A. Remove landscape maintenance-related debris to dumpsters on site or to an authorized dumping facility. This includes:
 - 1. turf clippings,
 - 2. earth displaced by mowing equipment,
 - 3. pruning/shearing clippings,

4. edging debris, and
 5. debris encumbering the mowing areas.
- B. Clean or vacuum walks, parking areas, and other paved areas of litter from the lawn maintenance process after each mowing.
 - C. Debris will not be permitted to dominate a particular dumpster, nor will debris encumber the dumpster's use by the Owner.

3.08 WALKWAYS AND OTHER PAVED AREAS

- A. Upon initiation of the Contract, remove and dispose of weeds, grasses, etc., growing within asphalt or concrete pavements (except designated islands with plant material or turf within parking areas) which includes walks, drives, parking areas, and curb and gutter.
- B. Throughout the duration of the Contract, chemically control and prevent future weed or grass growth within these areas.

3.09 POLICING AND CLEANING

- A. Thoroughly clean walks immediately after each mowing or pruning operation by sweeping, use of blowers, or spraying with water.
- B. Inspect grounds immediately following each mowing and clean trash and debris resultant from landscape maintenance operations.

END OF SECTION

LANDSCAPE MAINTENANCE SCHEDULE

	LEGEND: S X ** <==> [OPT.] START OF MAINTENANCE ITEM END OF MAINTENANCE ITEM SPECIFIC TIME TO PERFORM TASK INDICATES RANGE OF TIME TO PERFORM TASK OPTIONAL WORK (EMERGENCY OR ADDITIONAL)											
AREA/ ITEM OF WORK	JAN.	FEB.	MAR.	APR.	MAY	JUN.	JUL.	AUG.	SEPT.	OCT.	NOV.	DEC.
I. TURF CARE												
A. THATCH REMOVAL [OPT.]				<=>								
B. AERIFICATION [OPT.]				<=>								
C. MOWING:												
PRIMARY AREAS (7 DAY INTERVAL)				S=====								X
NATURE TRAIL AREA [FREEDOM RIDGE] [14 DAY I'VAL]				S=====								X
D.OVERSEEDING [SEEDING, FERTILIZATION, MOWING, ETC.]	=====		X							S=====		
ANNUALS [OVERSEEDED SITES, ONLY][ALL YEAR]	<=====											
II. SHRUB AND GROUNDCOVER CARE												
A. SHRUB PRUNING (3 - 5 TIMES/YR. AS NEEDED):												
EVERGREENS	=====										<=====	
SPRING BLOOMING DECIDUOUS				<=FOLLOWING BLOOM=>								
SUMMER BLOOMING DECIDUOUS	<=====											
MAJOR RENOVATION (ALL VARIETIES) [OPT.]	=====										<=====	
B. GROUNDCOVER PRUNING [OPT.]				<=>								
C. FERTILIZATION 5-5-5				<=>							<=>	
D. WEEDING (ALL YEAR)	<=====											
E. MULCHING [INCL. TREE RINGS]:												
REPLENISH PINE STRAW MULCH (ALL YEAR)	<=====											
REVIEW BARK MULCHED BEDS		<=====									<=====	
APPLY BARK MULCH (ONLY 1 TIME REQ'D.)				<==>								<==>
III. TREE CARE (4" CALIPER & LESS)												
A. PRUNING (1 TIME PER YEAR)	=====										<=====	
B. FERTILIZATION [OPT.]						<=====						
VII. EDGING AND TRIMMING												
PRIMARY TURF, G'COVER & SHRUB BEDS (EVERY OTHER MOWING)				S=====								X
VIII. WALKS /PAVED AREAS (ALL YEAR)	<=====											
IX. DEBRIS REMOVAL, POLICING, CLEANING (ALL YEAR)	<=====											
X. CHRISTMAS LIGHTS [FREEDOM RIDGE PARK, ONLY]	==X										S=====	

END OF SCHEDULE



April 25, 2013

TO: Mayor & Board of Aldermen

FROM: Jimmy R. Houston, Sr., Chief of Police 

SUBJECT: Special Event Permit – American Cancer Society – Relay for Life

I have attached a Special Events Permit request from Erin Freeman with the American Cancer Society, requesting approval in granting a special events permit for their Relay for Life fundraiser to support and benefit the American Cancer Society. This event is to be held Friday night, May 31, 2013, from 6:00 p.m. until Saturday morning, June 1, 2013, at 6:00 a.m. This is an alcohol and tobacco free event to raise funds for cancer research and education through the American Cancer Society. This event will be held at the Renaissance Shopping Center behind Barnes & Noble and is estimated to draw 100 to 150 participants.

As the venue for this event will be contained within the Renaissance Mall area directly behind Barnes & Noble facing I-55, it will not require any traffic control plan upon the streets of Ridgeland. As it is our understanding the American Cancer Society plans on handling their own security due to it being an overnight event, the event will only require minimal support from the police department which will be handled by on-duty officers, and will not jeopardize any response time for routine calls for service. There will be no overtime cost incurred by the Ridgeland Police Department.

I am also enclosing a check in the amount of \$100.00 representing the requisite filing fee, a permit to play on premises music, and correspondence requesting waiver of the filing fee.

Attachments (4)

115 West School Street • Ridgeland, MS 39157
Ph: 601.856.2121 • www.ridgelandms.org

Gene F. McGee, cmo - mayor Jimmy R. Houston, Sr. - chief of police

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

AMERICAN CANCER SOCIETY
SERVICE BUSINESS CENTER
PHONE #: (405) 782-1250

RIDGELAND POLICE DEPARTMENT
115 W SCHOOL ST
ATTN: BILLIE PEPPER
RIDGELAND MS 39157

318725 RIDGELAND POLICE DEPARTMENT CHECK #: 1777280 DATE: 04/10/13

INVOICE	DESCRIPTION	DATE	P.O. #	GROSS AMOUNT	DISCOUNT	NET AMOUNT
MS1000020130408	RELAY FOR LIFE OF RIDGELAND	04/08/13		100.00	0.00	100.00
TOTALS				100.00	0.00	100.00

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND-NOT A WHITE BACKGROUND



SERVICE BUSINESS CENTER
8400 SILVER CROSSING RD.
OKLAHOMA CITY, OK 73132
PHONE #: (405) 782-1250

BANK OF AMERICA
ATLANTA, GEORGIA

64-5
610

DATE: 04/10/13 CHECK NO. 1777280

AMOUNT-USD

100.00

VOID AFTER 90

**ONE HUNDRED AND
00/100-----
Dollars

PAY TO THE ORDER OF: RIDGELAND POLICE DEPARTMENT
115 W SCHOOL ST
ATTN: BILLIE PEPPER
RIDGELAND MS 39157

Robert M. King
Catherine E. Middle

EXPLANATION OF ADDITIONAL SECURITY FEATURES INDICATED ON REVERSE SIDE

0001777280 0061000052 003344862423



April 5, 2013

To Whom it May Concern,

I am writing in regards to the filing fee of \$100.00 for a Special Events Permit with the City of Ridgeland asking for it to be waived. The American Cancer Society is a non-profit organization where all of our funds are used in research and the mission to celebrate, remember and fight back against cancer.

Ridgeland's Relay for Life event is going to be on May 31, 2013 at the Renaissance Shopping Center behind Barnes and Noble facing Interstate 55 from 6 p.m. to 6 am. It is an event where we honor those who have survived their battle and remember those who have lost their battle with this dreaded disease. We appreciate the City of Ridgeland and all of their efforts in order to make this a successful event.

Thank you,

Erin Freeman

Ridgeland Police Department
Application for
PERMIT to PLAY ON PREMISES MUSIC

Date of Application: 4.4.13

Permit Applicant: American Cancer Society/Relay for Life

Applicant Address: 1380 Livingston Ln. Phone #: 601-321-5500

Name of Individual Responsible for On-Premises Activity: Erin Freeman
(This person must be present at all times)

Name of Business: American Cancer Society

Business Address: 1380 Livingston Ln. Dxn., ms 39

Business Telephone: 601-321-5500

Date(s) of Activity: May 31, 2013 to June 1, 2013

Hours of Operation: 6 pm to 6 am

Maximum Noise Level, in decibels, to be emitted at the nearest boundary of the premises: 85

Description of premises where activity is scheduled: At Renaissance

Shopping Center behind Barnes & Noble.

Provide any 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: This is a public area facing I-55 and event will be after hours when shopping center is closed.

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.

The Chief of Police shall have the authority to revoke any permit issued.

[Signature]
Applicants Signature

4.4.13
Date

☒ APPROVED
☐ DENIED

Chief of Police or Designee [Signature]
Date 4-16-13

City of Ridgeland
Application for
SPECIAL EVENTS PERMIT

Name & Address

Of

Individual/Business:

American Cancer Society/Relay for Life
1380 Livingston Ln.
Jackson, MS

Type of Event:

(Details) Relay for Life of Ridgeland
People come together, set up tents
in a circle with a "track" around

Location of Event:

the perimeter & walk, sell food, play games for
Renaissance Shopping Center 12 hrs.
behind Barnes & Noble, facing ISS.

Date(s) of Event:

May 31, 2013 to June 1, 2013

Hours of Event:

6 pm to 6 am

Estimated Crowd Size:

100 - 150 people

What arrangements will be made for adequate restroom facilities: Renaissance has
public restrooms.

What arrangements will be made for clean-up at completion of event: A Relay for Life
Committee is in charge of clean up.

Contact Person:

Erin Freeman

Phone: 601.573.3445

Signature of Contact Person:

Erin Freeman

Date: 4.4.13

You must do the following before your application will be considered:

- 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). If the event is to have outdoor music, a written statement will be required from the applicant stating that the applicant will comply with the noise ordinance of the City of Ridgeland, MS.
- 3). If there is a need for Police Department and/or Public Works Department personnel to work in controlling the special event, the applicant will agree in writing to pay this cost.
- 4). The applicant may be required to post a bond in the minimum amount of One Thousand Dollars (\$1,000.00) with the City Clerk. This is to insure 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.
- 5). Submit the above application and information to the City Clerk with a non-refundable filing fee of One Hundred Dollars (\$100.00).

☒ Approved Chief of Police/or Designee

☐ Denied

Date:

4-16-13

* A copy of the Special Events Ordinance should be attached to this permit when applicant receives it*



police department

April 26, 2013

TO: Mayor & Board of Aldermen

FROM: Jimmy R. Houston, Sr., Chief of Police 

SUBJECT: Special Event Permit – 2013 Ridgeland Recreation and Parks Celebrate America Balloon Glow

I have attached an application for special events permit submitted by the City of Ridgeland Recreation and Parks Department to hold the annual Celebrate America Balloon Glow event on the Balloon Glow Field at Northpark Mall on Thursday, July 4, 2013. The hours of this event will be 5:30 p.m. to 10:00 p.m.

This event is anticipated to draw 20,000 spectators. In reviewing the 2012 Balloon Glow, there was a total of 129 hours of overtime generated for police staffing of 22 officers at a cost of \$3,597.99 (utilizing both on-duty and off-duty officers). The event for 2013 is expected to require the same number of officers, hours of staffing and overtime expenditures. A more accurate total cost in overtime will be known as the personnel assignments are made closer to the event.

Also attached to this special events permit request is an exemption letter requesting waiver of the filing fee and bond. No checks are attached to this memorandum.

Attachments (2)

115 West School Street • Ridgeland, MS 39157
Ph: 601.856.2121 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • Jimmy R. Houston, Sr. - chief of police

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

April 24, 2013

Paula Tierce
City Clerk
City of Ridgeland
P.O. Box 217
Ridgeland, MS 39158

Dear Paula,

The Ridgeland Recreation and Parks Department respectfully requests a special event permit for the Celebrate America/4th of July Balloon Glow for Thursday, July 4, 2013.

This event will consist of entertainment in the form of a concert, the glowing of approximately 20 hot air balloons, and a large firework show. Entertainment will begin at approximately 5:30 p.m. The balloons will glow at 8:00 p.m. and the fireworks will begin at 9:30 p.m. We anticipate a crowd of 20,000 people to view this exciting event. We have met with Chief Houston and Lieutenant Brian Myers and they will be forwarding you the traffic plan for the event.

We respectfully request that the \$100 filling fee and \$1,000 bond be waived.

Sincerely,

Wendy Bourdin, CPRP
Special Events Coordinator
Ridgeland Recreation and Parks

Cc: Lieutenant Brian Myers

City of Ridgeland
Application for
SPECIAL EVENTS PERMIT

Name & Address Ridgeland Recreation and Parks

Of _____

Individual/Business: _____

Type of Event: (Details) Celebrate America Balloon Glow

Concert, hot air balloon, fireworks and food vendors

Location of Event: Northpark Mall Balloon glow Field (corner of Northpark Dr. and Pear Orchard)

Date(s) of Event: July 4, 2013 to July 4, 2013

Hours of Event: 5:30 pm to 10:00 pm

Estimated Crowd Size: 20,000

What arrangements will be made for adequate restroom facilities: Port-O-Lets will be provided

What arrangements will be made for clean-up at completion of event: Recreation and Parks will handle Clean up.

Contact Person: Wendy Bourdin Phone: 601-573-0559

Signature of Contact Person: _____ Date: _____

You must do the following before your application will be considered:

- 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). If the event is to have outdoor music, a written statement will be required from the applicant stating that the applicant will comply with the noise ordinance of the City of Ridgeland, MS.
- 3). If there is a need for Police Department and/or Public Works Department personnel to work in controlling the special event, the applicant will agree in writing to pay this cost.
- 4). The applicant may be required to post a bond in the minimum amount of One Thousand Dollars (\$1,000.00) with the City Clerk. This is to insure 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.
- 5). Submit the above application and information to the City Clerk with a non-refundable filing fee of One Hundred Dollars (\$100.00).

☒ Approved Chief of Police/or Designee

☐ Denied

Date: 4-26-13

* A copy of the Special Events Ordinance should be attached to this permit when applicant receives it*



police department

April 25, 2013

TO: Mayor & Board of Aldermen

FROM: Jimmy R. Houston, Sr., Chief of Police 

SUBJECT: Special Event Permit – Crescent City Amusements

I have attached a Special Events Permit request from Teresa Gilman of Kevaworks on behalf of Crescent City Amusements seeking approval to set up carnival rides, games and concession stands for food and other items. The organizers plan on holding the carnival on May 16th thru 19th, 2013 and will set up at the Northpark Mall. A copy of the site plan is attached, together with correspondence from Michael Huessar, General Manager of Northpark Mall dated April 15, 2013 granting permission for the organizers to proceed. The organizers anticipate approximately 200 people per day. Suitable arrangements have been made for restroom facilities and clean up after the event.

This event will not require the presence of police department personnel although the on-duty shift will be notified of same and requested to periodically check. There will be no overtime cost incurred by the Ridgeland Police Department.

In addition to the special event application, site plan and correspondence referenced above, I am attaching hereto a check in the amount of \$100.00 representing the requisite filing fee.

Attachments (5)

4316

Keavaworks, Inc.
36101 Bob Hope Drive
Suite E5-420
Rancho Mirage, CA 92270
760-832-8620

BANK OF AMERICA, NA
71799 US Hwy 111
Rancho Mirage, CA 92270
16-0661220

4/16/2013

PAY TO THE
ORDER OF The City of Ridgeland

\$ **100.00

One Hundred and 00/100*****

DOLLARS

The City of Ridgeland
304 Highway 51
Ridgeland, MS 39157

Void after 90 days

Special Event Permit Application

⑈004315⑈ ⑆122000661⑆ 11985⑈14553⑈

Keavaworks, Inc.

The City of Ridgeland			4/16/2013	
Date	Type	Reference	Original Amt.	Balance Due
4/16/2013	Bill	Permit Fees	100.00	100.00
			Check Amount	
				Payment
				100.00
				100.00

Keavaworks Checking - Special Event Permit Application

100.00

**City of Ridgeland
Application for
SPECIAL EVENTS PERMIT**

Name of Individual or Business: CREDIT CITY AMUSEMENTS
GREG BROOKS - OWNER

Type of Event: CARNIVAL RIDES, GAMES +
FOOD.

Location of Proposed Event: NORTHPARK MALL

Dates of Event: 5/8¹⁶ to 5/12¹⁹ Hours of Event: SITE MAP ATTACHED
5PM - 11PM THURS + FRI.
1PM - 11PM SAT + SUN.

Estimated Size of Crowd: 200 PER DAY APPROX.

What arrangements will be made for adequate restroom facilities? YES.
PORTABLE TOILETS WILL BE ORDERED.

What arrangements will be made for clean-up at completion of the event? CLEAN UP
EVERY NIGHT + A DUMPSTER WILL
BE ORDERED.

You must do the following before your application will be considered:

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. If the event is to have outdoor music, a written statement will be required from the applicant stating that the applicant will comply with the noise ordinance of the City of Ridgeland, MS. An Application to Play On Premises Music should be obtained from the Chief of Police or his designee.
3. If there is a need for Police Department and/or Public Works Department personnel to work in controlling the special event, the applicant will agree in writing to pay this cost.
4. The applicant may be required to post a bond in the minimum amount of One Thousand Dollars (\$1,000.00) with the City Clerk. This is to insure 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.
5. Submit the above application and information to the City Clerk with a non-refundable filing fee of one hundred dollars (\$100.00).

Approved 

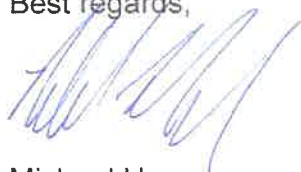
April 25, 2013

Dear Sir/Madam:

Crescent City Amusements has permission to obtain the permits to host a carnival at the Northpark Mall for the event dates of May 16th – 19th, 2013.

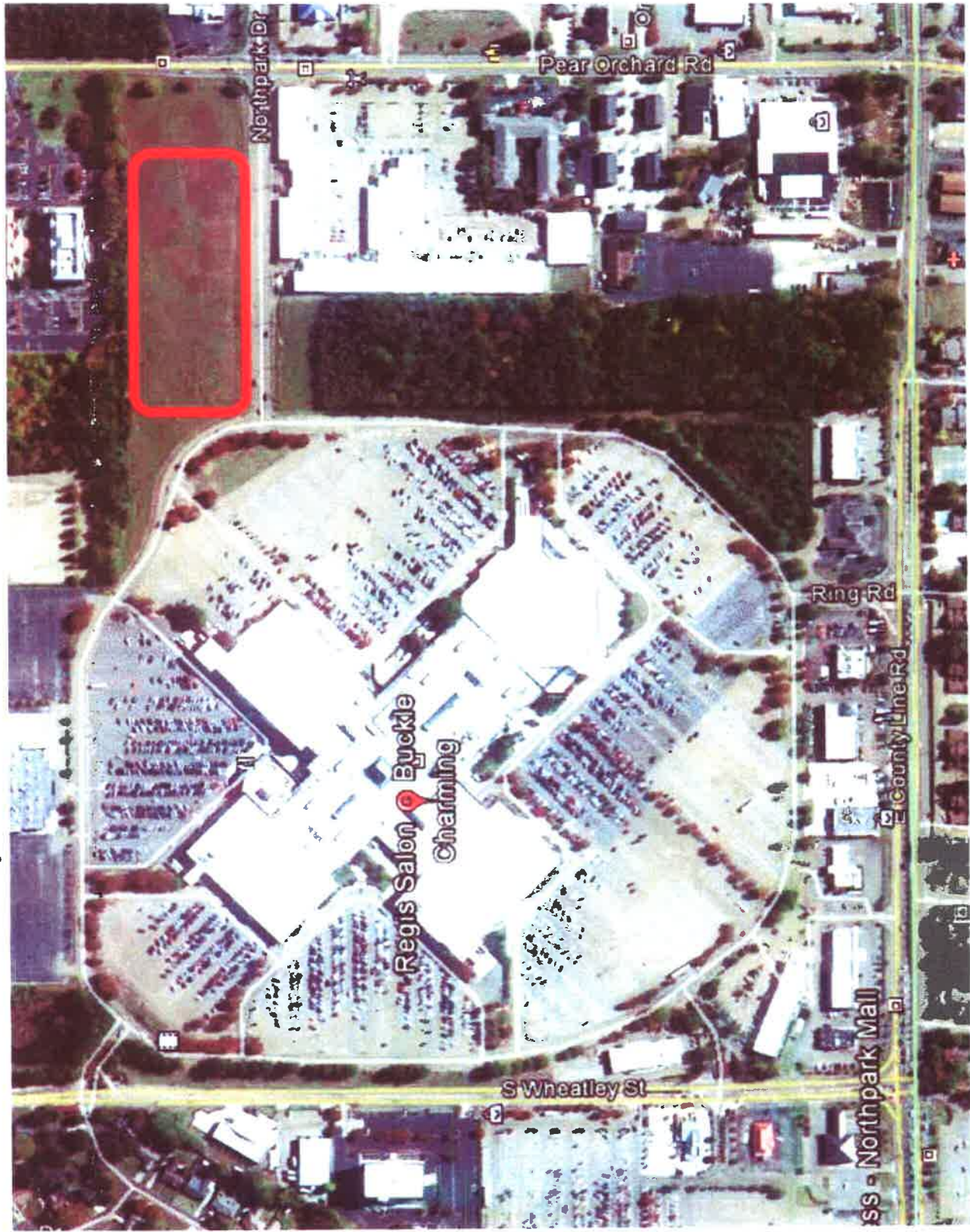
Please contact me with any questions as we look forward to having this wonderful event at our property then.

Best regards,



Michael Huesser
Property Manager

1200 E County Line Rd., Ridgeland MS – Northpark Mall





April 25, 2013

TO: Mayor & Board of Aldermen
FROM: Jimmy R. Houston, Sr., Chief of Police
SUBJECT: Special Event Permit – Indian Cycle

I have attached a Special Events Permit request from Jayce Powell on behalf of Indian Cycle seeking approval to host a Century Ride and cook out to celebrate Indian Cycle being in business for 90 years on Sunday, May 19th, 2013. They wish to hold a tent sale as well from May 13th to May 18th.

Parking on site at Indian Cycle will be available as well as overflow in the old Abner's parking lot which has been vacated. Suitable arrangements have been made for restroom facilities and clean up after the event.

This event will require the presence of police department personnel at Indian Cycle, at the intersection of Lake Harbour and Pear Orchard, at the intersection of Rice Road and Pear Orchard and at the Natchez Trace entrance near the old crafts center where the riders will travel south on the Natchez Trace Parkway to distances of 25, 50, 62 and 100 miles. It will be my suggestion that the riders be held responsible for their safe and cautious return since this is a leisure ride and not a competition. Riders will be very spread out and will return sporadically and will need to obey all traffic laws at the crossing of intersections.

Four police officers will be needed to man this event at the onset of the ride. On-duty officers can facilitate the start but if we require officers to be available for the return we will have to hire the four officers for approximately 7 hours at a cost of approximately \$604.52.

In addition to the special event application, I am attaching hereto a check in the amount of \$100.00 representing the requisite filing fee.

Attachments (4)

115 West School Street • Ridgeland, MS 39157
Ph: 601.856.2121 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • Jimmy R. Houston, Sr. - chief of police

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

INDIAN CYCLE FITNESS & OUTDOOR

677 S. PEAR ORCHARD RD
RIDGELAND, MS 39157
(601) 956-8383

TRUSTMARK NATIONAL BANK

85-027/653

35465

4/18/2013

PAY TO THE
ORDER OF

CITY OF RIDGELAND

\$ **100.00

One Hundred and 00/100

DOLLARS

CITY OF RIDGELAND
P.O. Box 217
Ridgeland, MS 39158

MEMO

Event permit

Thomas G Martin MP

⑈035465⑈ ⑆065300279⑆ ⑈1001917335⑈

INDIAN CYCLE FITNESS & OUTDOOR

35465

CITY OF RIDGELAND

4/18/2013

6001 · Administrative:6001.08 · Property t event permit

100.00

City of Ridgeland
Application for
SPECIAL EVENTS PERMIT

Name & Address

Of

Individual/Business:

Indian Cycle Fitness and Outdoor
677 S. Pear Orchard Rd
Ridgeland ms 39157

Type of Event:

(Details) We are wanting to host a bicycle
ride and cookout to celebrate Indian
Cycle being in business for 90 years on May 19
Also included is a tent sale for May 13th-18th

Location of Event:

Indian Cycle 677 S. Pear Orchard Rd
Ridgeland ms 39157

Date(s) of Event:

Tent sale
May 13-18th

Bike ride May 19th 2013 to May 19th 2013

Hours of Event:

8:00 am to 8:00 pm

Estimated Crowd Size:

100-150

What arrangements will be made for adequate restroom facilities:

we have restroom facilities
in our store.

What arrangements will be made for clean-up at completion of event:

Our staff will be our
hand to clean up.

Contact Person:

Jayce Powell

Phone: 601-956-8383

Signature of Contact Person:

Jayce Powell

Date: 4-18-13

You must do the following before your application will be considered:

- 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). If the event is to have outdoor music, a written statement will be required from the applicant stating that the applicant will comply with the noise ordinance of the City of Ridgeland, MS.
- 3). If there is a need for Police Department and/or Public Works Department personnel to work in controlling the special event, the applicant will agree in writing to pay this cost.
- 4). The applicant may be required to post a bond in the minimum amount of One Thousand Dollars (\$1,000.00) with the City Clerk. This is to insure 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.
- 5). Submit the above application and information to the City Clerk with a non-refundable filing fee of One Hundred Dollars (\$100.00).

☒ Approved Chief of Police/or Designee

☐ Denied

Date: 4-19-13

[Signature]

* A copy of the Special Events Ordinance should be attached to this permit when applicant receives it*

Special Events Permit

- We will use Indian Cycle and the old Abners parking lot for parking. We will have staff on hand to help with parking.

Ridgeland Police Department
Application for
PERMIT to PLAY ON PREMISES MUSIC

Date of Application: 4-18-13

Permit Applicant: Jayce Powell

Applicant Address: 111 Ridgely Dr Madison MS Phone #: 601-506-9829

Name of Individual Responsible for On-Premises Activity: Jayce Powell
(This person must be present at all times)

Name of Business: Indian Cycle Fitness + Outdoor

Business Address: 677 S. Pear Orchard Rd Ridgeland MS 39157

Business Telephone: 601-956-8383

Date(s) of Activity: May 19th 2013 to May 19th 2013

Hours of Operation: 8:00 AM to 8:00 PM

Maximum Noise Level, in decibels, to be emitted at the nearest boundary of the premises: _____

Description of premises where activity is scheduled: We are a bicycle shop located on Pear Orchard Rd.

Provide any 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: There are no houses in close proximity of our store. The music will be kept at a low-moderate volume. (Blues)

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.

The Chief of Police shall have the authority to revoke any permit issued.

Jayce Powell
Applicants Signature

4-18-13
Date

- ☒ APPROVED
☐ DENIED

Chief of Police or Designee
Date 4-19-13

[Signature]



April 26, 2013

TO: Mayor & Board of Aldermen

FROM: Jimmy R. Houston, Sr., Chief of Police 

SUBJECT: Special Event Permit – Madison-Gluckstadt Rotary/Fleet Feet

I have attached a Special Events Permit application from Chris White on behalf of Madison-Gluckstadt Rotary Club, requesting approval for a 5K run and 1 mile fun run on Saturday, June 8, 2013, commencing at 0730 and concluding at approximately 0900. This event is being co-hosted by Fleet Feet Sports at Trace Station Shopping Center and Madison-Gluckstadt Rotary Club. Fleet Feet will be the staging area for the run and provisions are in place for restrooms, water station(s) on the route and clean up post event. Mr. White estimates approximately 400 participants in the event and there is ample parking at Trace Station for these participants. A course route is also attached which has been approved by my office.

The selected route will only require minimal support from the police department at the beginning of the race to assist participants with crossing major streets. The majority of the run is on secondary streets and the Ridgeland Multi-Purpose Trail between I-55 and US 51. The assistance from the police department will be handled by on-duty officers and not jeopardize any response time for routine calls for service.

I have also attached a check from the Rotary Club of Gluckstadt to cover the filing fee.

Attachments (3)

115 West School Street • Ridgeland, MS 39157
Ph: 601.856.2121 • www.ridgelandms.org

Gene F. McGee, cmo - mayor Jimmy R. Houston, Sr. - chief of police

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

ROTARY CLUB OF GLUCKSTADT

P O BOX 1335
MADISON, MS 39130

07-07

521

PAY
TO THE
ORDER OF

Liby of Ridgeland
Dr. Hurd, 100 10

DATE

4-18-13

85-162/842
09

M&F
Bank

P.O. Box 1047, Ridgeland, MS 39158 1-800-379-5465
www.mfbank.com

DOLLARS



Security
Features
Backs on

FOR *Grand Prix*

⑆000521⑆

⑆084201621⑆

⑆100018317⑆

Hein Sepz

MP

City of Ridgeland
Application for
SPECIAL EVENTS PERMIT

Name & Address

Of

Individual/Business:

Madison / Gluckstadt Rotary Club
P.O. Box 1335
Madison, MS 39130

Type of Event:

(Details) 5K Walk/Run - 1 Mile Fun Run

Location of Event:

Fleet Feet

Date(s) of Event:

6/8/13 to 1 Day Only

Hours of Event:

7:30 to 9:00

Estimated Crowd Size:

300 Runners

What arrangements will be made for adequate restroom facilities:

2 Port A Potties

What arrangements will be made for clean-up at completion of event:

We have close to 40 volunteers that will clean up all cups, food, etc.

Contact Person:

Chris White Phone: 601-454-2420

Signature of Contact Person:

Chris White Date: 4/22/13

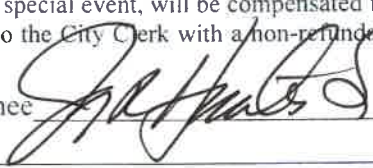
You must do the following before your application will be considered:

- 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). If the event is to have outdoor music, a written statement will be required from the applicant stating that the applicant will comply with the noise ordinance of the City of Ridgeland, MS.
- 3). If there is a need for Police Department and/or Public Works Department personnel to work in controlling the special event, the applicant will agree in writing to pay this cost.
- 4). The applicant may be required to post a bond in the minimum amount of One Thousand Dollars (\$1,000.00) with the City Clerk. This is to insure 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.
- 5). Submit the above application and information to the City Clerk with a non-refundable filing fee of One Hundred Dollars (\$100.00).

☒ Approved Chief of Police/or Designee

☐ Denied

Date: 4-26-13



* A copy of the Special Events Ordinance should be attached to this permit when applicant receives it*

Print: [List Columns](#) ☒

Print

[View Route \(/routes/view/33216306\)](/routes/view/33216306)

Overview Map ☒ Directions /

Notes ☒ Elevation



mapmyrun

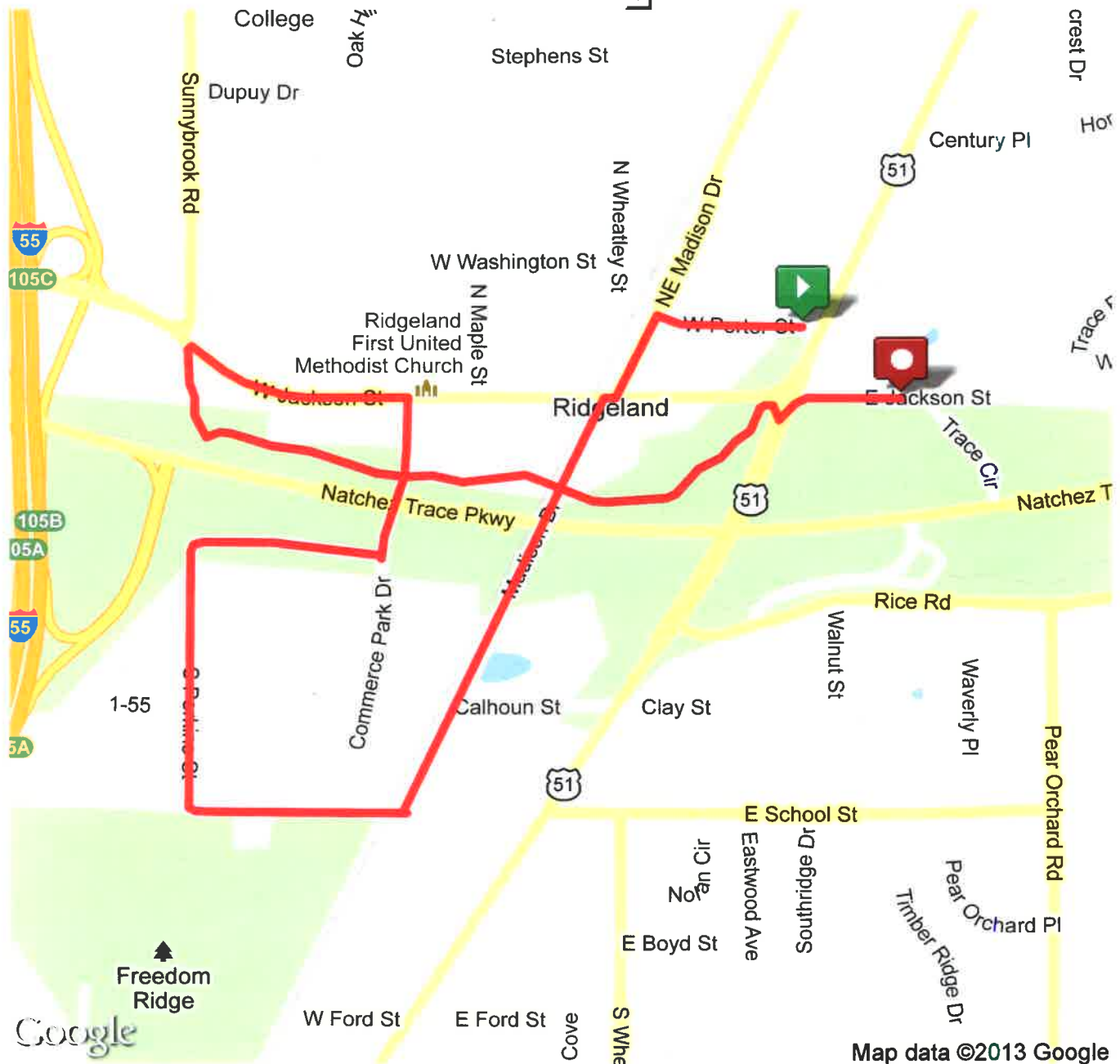
A run mapped on 05/02/2011

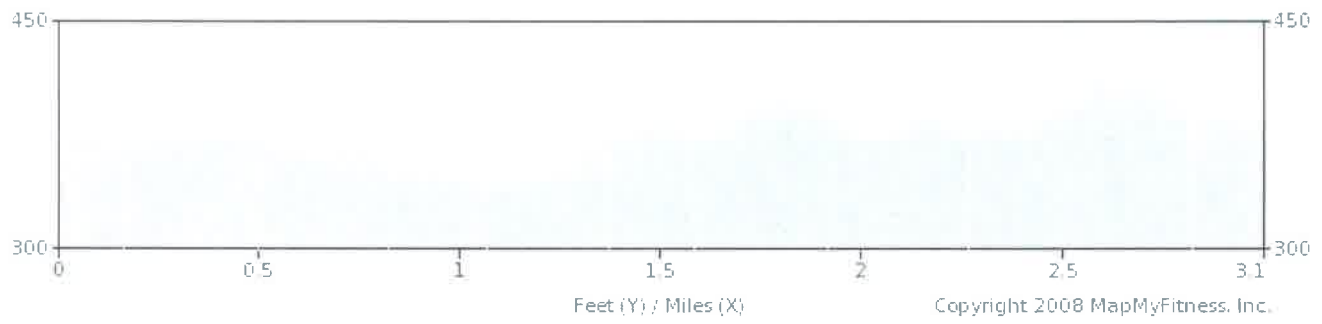
Distance: 3.13 mi

Elevation: 111.55 ft (Max: 423.23 ft)

[Add Notes Here](#)

Chris White
601-454-2420





	Head west on W Porter St toward NE Madison Dr/E Railroad St	0.17 mi (+0.69 mi)
	Head southwest on NE Madison Dr/E Railroad St toward W Jackson St	0.86 mi (+0.26 mi)
	Head west on W School St toward Madison Dr	1.12 mi (+0.32 mi)
	Head north on S Perkins St toward Industrial Cove	1.44 mi (+0.22 mi)
	Head east on S Perkins St toward Commerce Park Dr	1.66 mi (+0.11 mi)
	Head north on Commerce Park Dr toward S Perkins St	1.77 mi (+0.23 mi)
	Head west	2.01 mi (+0.1 mi)
	Head northwest toward Sunnybrook Rd	2.11 mi (+0.27 mi)
	Head northeast toward Sunnybrook Rd	2.38 mi (+0.07 mi)
	Head east on W Jackson St toward N Perkins St	2.45 mi (+0.51 mi)
	Head south on S Perkins St toward W Hamilton St	2.96 mi (+0.19 mi)
	Head northeast	3.15 mi (+-0.02 mi)
	Destination	3.13 mi (+0 mi)

MapMyRun • <http://mapmyrun.com/routes/view/33216306>



April 25, 2013

TO: Mayor & Board of Aldermen

FROM: Jimmy R. Houston, Sr., Chief of Police 

SUBJECT: Special Event Permit – Morrison Heights Baptist Church

I have attached a Special Events Permit request from Wendy Lesley with Morrison Heights Baptist Church requesting approval for a church picnic and baptism at Old Trace Park. This event is to be held Sunday afternoon, September 29, 2013, from 2:00 p.m. until 8:00 p.m. Ms. Lesley anticipates that 300 people will attend this event.

The venue for this event will be contained within Old Trace Park and there will not be a need for officer presence at this event.

I am also enclosing a check in the amount of \$100.00 representing the requisite filing fee, a permit to play on premises music, a copy of the facility use application and a map of the park which has been marked indicating where food service, toilets and tents and games will be set up.

Attachments (5)

115 West School Street • Ridgeland, MS 39157
Ph: 601.856.2121 • www.ridgelandms.org

Gene F. McGee, cmo - mayor Jimmy R. Houston, Sr. - chief of police

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

MORRISON HEIGHTS BAPTIST CHURCH - DESIGNATED CHURCH

5710

Vendor: City of Ridgeland

Date: 4/10/2013

Amount: 100.00

INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	INVOICE AMOUNT	DIST. ACCOUNT	DIST. AMOUNT
4/10/2013	pc36689	ATTN: Lt. Brian Myers Church Picnic Sept 29	100.00	008407	100.00

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

MORRISON HEIGHTS BAPTIST CHURCH

BANKPLUS
CLINTON, MISSISSIPPI

5710

DESIGNATED FUND
3000 HAMPSTEAD BLVD.
CLINTON, MISSISSIPPI 39056

85-226/842

DATE AMOUNT

4/10/2013 *****100.00

ONE HUNDRED DOLLARS AND NO CENTS

PAY
TO THE
ORDER
OF

City of Ridgeland
PO Box 875
Ridgeland MS 39158

MORRISON HEIGHTS BAPTIST CHURCH
DESIGNATED FUND

For: ATTN: Lt. Brian Myers

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

RED HAZE
FOLDS WITH HAZE

⑈005710⑈ ⑆084202264⑆ 45200115298⑈

**City of Ridgeland
Application for
SPECIAL EVENTS PERMIT**

Name & Address

Of

Individual/Business:

Morrison Heights Baptist Church
3000 Hampstead Blvd
Clinton, MS 39056

Type of Event:

(Details) Church Picnic & Baptism

Location of Event:

Old Trace Park

Date(s) of Event:

9/29/13 to 9/29/13

Hours of Event:

2pm to 8pm

Estimated Crowd Size:

300

What arrangements will be made for adequate restroom facilities:

We will rent 2
Portable toilets

What arrangements will be made for clean-up at completion of event:

We will have
a Clean up Team.

Contact Person:

Wendy Lesley

Phone:

601-925-6424

Signature of Contact Person:

Wendy Lesley

Date:

April 4, 2013

You must do the following before your application will be considered:

- 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). If the event is to have outdoor music, a written statement will be required from the applicant stating that the applicant will comply with the noise ordinance of the City of Ridgeland, MS.
- 3). If there is a need for Police Department and/or Public Works Department personnel to work in controlling the special event, the applicant will agree in writing to pay this cost.
- 4). The applicant may be required to post a bond in the minimum amount of One Thousand Dollars (\$1,000.00) with the City Clerk. This is to insure 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.
- 5). Submit the above application and information to the City Clerk with a non-refundable filing fee of One Hundred Dollars (\$100.00).

☒ Approved Chief of Police/or Designee

☐ Denied

Date: 4-16-13

* A copy of the Special Events Ordinance should be attached to this permit when applicant receives it*

Ridgeland Police Department
Application for
PERMIT to PLAY ON PREMISES MUSIC

Date of Application: April 4, 2013
Permit Applicant: Morrison Heights Baptist Church
Applicant Address: 3000 Hampstead Blvd Clinton, MS 39056 Phone #: 601-925-6424
Name of Individual Responsible for On-Premises Activity: Tim Peabody
(This person must be present at all times)

Name of Business: Morrison Heights Baptist Church
Business Address: 3000 Hampstead Blvd Clinton, MS 39056
Business Telephone: 601-925-6424
Date(s) of Activity: 9/29/13 to 9/29/13
Hours of Operation: 2pm to 8pm

Maximum Noise Level, in decibels, to be emitted at the nearest boundary of the premises: N/A
Description of premises where activity is scheduled: Old Trace Park

Provide any 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: N/A

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.

The Chief of Police shall have the authority to revoke any permit issued.

Wendy Lesley
Applicants Signature

April 4, 2013
Date

☒ APPROVED
☐ DENIED

Chief of Police or Designee
Date 4-16-13

[Signature]



FACILITY USE APPLICATION

1. Name of Facility: Old Trace Park Event Name: Picnic & Baptism Service
2. Date Requested 9/29/13 Time of Event: 2pm To 4pm
3. Sponsoring Organization: Morrison Heights Baptist Church
Address: 3009 Hampstead Blvd Clinton, MS 39056
Contact Person: Tim Peabody Contact Number: 601-756-7531
Email Address: tpeabody@morrisonheights.org
4. How many people do you anticipate attending the event? 300
5. Will Concessions or Products be sold: Yes: _____ No: ☒
Will a Gate Fee be charged: Yes: _____ No: ☒
Will Service Fees be charged: Yes: _____ No: ☒
6. Will there be amplified music at event?
(not to exceed 90 decibels) Yes: ☒ No: _____
7. Will there be equipment / structures brought in for set-up? Yes: ☒ No: _____
8. State in detail the nature of the event. Please use map to show location of event and its activities within the facility.
Church Picnic & Baptism
9. State in detail your traffic control plan. Please use map to show details.
See map
10. State in detail your public toilet service plan:
Will rent 2 Potable toilets
11. Certificate of Liability Insurance is required. Must be submitted to the PRV Parks & Recreation Department 10 days prior to event. (\$1Million minimum)
Should have copy from last year.

PERMIT WILL NOT BE VALID WITHOUT THE FOLLOWING SIGNATURES:

City of Ridgeland Special Events Permit
OR Rankin County Sheriff's Department:

L. B. y

Chief Perry Waggener of the PRVWSD Reservoir Patrol:

PRVWSD Parks & Recreation Department:





April 25, 2013

TO: Mayor & Board of Aldermen

FROM: Jimmy R. Houston, Sr., Chief of Police 

SUBJECT: Special Event Permit – The Bike Crossing – Century Ride – Charity Ride for Blair E. Batson

I have attached a Special Events Permit request from Linda Bartley with The Bike Crossing. This event will be held Saturday, May 11, 2013, commencing at 7:00 a.m. and will conclude at 4:00 p.m. This event will benefit Blair E. Batson. This event is expected to attract approximately 200 participants.

A copy of the course route is attached and the portion of the route which is located within the city will be from their location on Jackson Street, west toward Highland Colony Parkway, to Old Agency Parkway, headed west to Old Agency Road then north on North Livingston Road. The majority of the ride will be outside of the City of Ridgeland and it is our understanding the organizers will get with the Madison County Sheriff's Department for further assistance. The organizers have indicated that on the return route they will not need officer assistance.

The selected route will only require minimal support from the police department at the beginning of the ride to assist participants and will be handled by on-duty officers.

I am also enclosing a completed permit to play on premises music, and a check in the amount of \$100.00 representing the requisite filing fee.

Attachments (4)

115 West School Street • Ridgeland, MS 39157
Ph: 601.856.2121 • www.ridgelandms.org

Gene F. McGee, cmo - mayor Jimmy R. Houston, Sr. - chief of police

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

THE BIKE CROSSING LLC

PH # 601-967-0200
115 W JACKSON ST STE 1D BLDG 1A
RIDGELAND, MS 39157-2428

1233

85-127/842

860

3-27-2013

Date

Pay to the
Order of

City of Ridgeland

\$ 100.00

Dollars



BancorpSouth

Member FDIC

Right Where You Are
INFOLINE 1-888-787-7711

For May 11th ride Joie Bentley

MP

⑆084201278⑆ 47903703⑈

1233



City of Ridgeland
Application for
SPECIAL EVENTS PERMIT

Name & Address

Of

Individual/Business:

THE BIKE CROSSING
115 W. JACKSON ST
RIDGELAND, MS 39157

Type of Event:

(Details)

CENTURY RIDE
CHARITY RIDE FOR
BLAIR E. BATSON

Location of Event:

THE BIKE CROSSING
115 W. JACKSON ST

Date(s) of Event:

5-11-2013 to

Hours of Event:

7:00 A.M to 4:00 P.M.

Estimated Crowd Size:

200 + (?)

What arrangements will be made for adequate restroom facilities:

WE HAVE 4

What arrangements will be made for clean-up at completion of event:

VOLUNTEERS

Contact Person:

LINDA BARTLEY Phone: 601-856-0049

Signature of Contact Person:

Linda Bartley Date: 3-25-2013

You must do the following before your application will be considered:

- 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). If the event is to have outdoor music, a written statement will be required from the applicant stating that the applicant will comply with the noise ordinance of the City of Ridgeland, MS.
- 3). If there is a need for Police Department and/or Public Works Department personnel to work in controlling the special event, the applicant will agree in writing to pay this cost.
- 4). The applicant may be required to post a bond in the minimum amount of One Thousand Dollars (\$1,000.00) with the City Clerk. This is to insure 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.
- 5). Submit the above application and information to the City Clerk with a non-refundable filing fee of One Hundred Dollars (\$100.00).

☒ Approved

Chief of Police/or Designee

☐ Denied

Date:

4-26-13

* A copy of the Special Events Ordinance should be attached to this permit when applicant receives it*

Ridgeland Police Department
Application for
PERMIT to PLAY ON PREMISES MUSIC

Date of Application: 3-25-2013

Permit Applicant: LINDA BARTLEY

Applicant Address: 115 W. JACKSON ST. Phone #: 601-856-0049

Name of Individual Responsible for On-Premises Activity: _____
(This person must be present at all times)

Name of Business: THE BIKE CROSSING

Business Address: 115 W. JACKSON ST.

Business Telephone: 601-856-0049

Date(s) of Activity: 5-11-2013 to —

Hours of Operation: 12:00 NOON to 3:00 P.M.

Maximum Noise Level, in decibels, to be emitted at the nearest boundary of the premises: _____

Description of premises where activity is scheduled: BIKE SHOP

Provide any 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: _____

LOW VOLUME MUSIC

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.

The Chief of Police shall have the authority to revoke any permit issued.

Applicants Signature

☒ APPROVED
☐ DENIED

Chief of Police or Designee
Date 4-26-13

Date

3-25-2013

[Signature]

National
Wildlife Refuge

49

16

55

433

49

Canton

P.
Sta
Mane

Lake Caroline
Golf Club

Big Black
River

Ross R Barnett
Reservoir

Madison

Ridgeland

Tougaloo

Lefleur's Bluff
State Park

Clinton

Jackson

Pearl

Brandon

Richland

Map data ©2013 Google

Scale
0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150



RPD

	Head west Walk your bicycle	0.44 mi (+0.94 mi)
	Head west toward Highland Colony Pkwy	1.38 mi (+1.66 mi)
	Head west toward Patterson Crossing/Patterson's Crossing	3.04 mi (+0.54 mi)
	Head west toward Patterson Crossing/Patterson's Crossing	3.58 mi (+0.94 mi)
	Head southwest on Old Agency Rd/Old Agency Pkwy toward Mockingbird Ln Destination will be on the left	4.52 mi (+3.09 mi)
	Head southwest on Old Agency Rd/Old Agency Pkwy toward N Livingston Rd	7.6 mi (+3.08 mi)
	Head north on Lake Cavalier Rd toward Sugar Ln	10.69 mi (+0.77 mi)
	Head north on Coker Rd toward Critter Rd	11.46 mi (+3.98 mi)
	Head west on Robinson Springs Rd toward Mt Olive Church Rd	15.44 mi (+5.87 mi)
	Head northwest on Pocahontas Rd toward Mt Leopard Rd	21.31 mi (+7.59 mi)
	Head southwest on MS-22 W toward Shady Grove Rd Destination will be on the left	28.9 mi (+4.69 mi)
	Head west on MS-22 W Destination will be on the left	33.6 mi (+0 mi)
	Head northeast on MS-22 E	33.6 mi (+2.9 mi)
	Head southwest on MS-22 W toward Alexander Rd	36.5 mi (+1.11 mi)
	Head northwest on John Warren Rd toward N Warren Rd	37.61 mi (+1.5 mi)
	Head north on N John Warren Rd/N Warren Rd toward Atkinson Dr	39.11 mi (+2.89 mi)
	Head east on Farr Rd toward N John Warren Rd/N Warren Rd	42 mi (+6.37 mi)
	Head east on Frank Hall Rd toward Johnson Line Rd	48.37 mi (+3 mi)
	Head east on Spring Creek Rd toward MS-22 E	51.37 mi (+5.59 mi)
	Head north on MS-22 E toward Childress Ln	56.96 mi (+3.37 mi)
	Head south on Pocahontas Rd toward Horton Rd	60.33 mi (+3.28 mi)
	Head northwest on Cedar Hill Rd toward Lake Trail Dr/Weeks End Dr N	63.61 mi (+6.42 mi)

	Head north on Stokes Rd Destination will be on the left	70.02 mi (+0.00 mi)
	Head east on Stokes Rd toward Richton Rd	75.39 mi (+2.32 mi)
	Head south on Watford Pkwy Dr toward Commercial Pkwy	77.7 mi (+2.83 mi)
	Head south on Old Jackson Rd toward Ransburg Rd	80.53 mi (+4.86 mi)
	Head west on Church Rd toward Calhoun Pkwy	85.39 mi (+2 mi)
	Head west on Gluckstadt Rd toward Shore Line Dr	87.4 mi (+3.52 mi)
	Head north on MS-463 W/Mannsdale Rd toward Cedar Hill Rd	90.91 mi (+4.37 mi)
	Head south on Gus Green Rd toward Robinson Springs Rd	95.29 mi (+1.59 mi)
	Head southeast on Lake Cavalier Rd toward N Livingston Rd	96.88 mi (+1.54 mi)
	Head southeast on N Livingston Rd toward Walter Payton Ln	98.42 mi (+1.44 mi)
	Head east on Old Agency Rd/Old Agency Pkwy toward Highland Park Blvd	99.86 mi (+0.03 mi)
	Head west toward Patterson Crossing/Patterson's Crossing	99.89 mi (+2.8 mi)
	Head northeast toward Highland Colony Pkwy	102.7 mi (+0.5 mi)
	Destination	102.2 mi (+0 mi)

Ridgeland Police Department Intradepartmental Memorandum

TO: Chief Jimmy Houston ✓ **DATE:** 2 May 2013

FROM: Lt. Brian Myers

SUBJECT: Special Events Permit – Fleet Feet – Boston Marathon–First Responder Benefit

I have attached a Special Events Permit application from Allison Wood with Fleet Feet Sports, requesting approval for a fun run on Wednesday, May 8, 2013, commencing at 6:00 p.m. and concluding at approximately 8:00 p.m. This event is to benefit Boston and to honor those affected by the recent tragedy. The run is free of charge but shirts will be for sale and all proceeds will go directly to ONEFUNDBOSTON.ORG.

Fleet Feet will be the staging area for the run and provisions are in place for restrooms, water station(s) on the route and clean up post event. It is estimated that there will be approximately 150 participants and there is ample parking at Trace Station for these participants.

The route will be from the Fleet Feet store at Trace Station to the multi-purpose trail north toward Overlook. There will be no distance limit. Officers will assist at the beginning of the run with crossing East Jackson at Hwy. 51. The selected route will only require minimal support from the police department at the beginning of the race. The assistance from the police department will be handled by on-duty officers and not jeopardize any response time for routine calls for service.

Due to the nature of this event and the fact that all funds raised will go directly to Boston for those affected by the recent bombing, it is respectfully requested that all filing fees be waived.

If you have any questions, please do not hesitate to contact me.

cc: Asst. Chief Randy Tyler

*100% check
low bond check*

City of Ridgeland
Application for
SPECIAL EVENTS PERMIT

Name & Address

Of

Individual/Business:

Fleet Feet Sports
878 Avery Blvd.
Ridgeland, MS

Type of Event:

(Details) 1 mile fun run to benefit
Boston - all proceeds to go
to ONEFUND.BOSTON.ORG

Location of Event:

Fleet Feet

Date(s) of Event:

May 8 2013 to May 8, 2013

Hours of Event:

6:00 p.m. to 8:00 p.m.

Estimated Crowd Size:

150

What arrangements will be made for adequate restroom facilities: porta-potties

will be set up

What arrangements will be made for clean-up at completion of event: volunteers will

clean up.

Contact Person:

Allison Wood

Phone: 601-899-9696

Signature of Contact Person:

Date: 5/2/13

You must do the following before your application will be considered:

- 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). If the event is to have outdoor music, a written statement will be required from the applicant stating that the applicant will comply with the noise ordinance of the City of Ridgeland, MS.
- 3). If there is a need for Police Department and/or Public Works Department personnel to work in controlling the special event, the applicant will agree in writing to pay this cost.
- 4). The applicant may be required to post a bond in the minimum amount of One Thousand Dollars (\$1,000.00) with the City Clerk. This is to insure 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.
- 5). Submit the above application and information to the City Clerk with a non-refundable filing fee of One Hundred Dollars (\$100.00).

☐ Approved Chief of Police/or Designee _____

☐ Denied Date: _____

* A copy of the Special Events Ordinance should be attached to this permit when applicant receives it*

PRELIMINARY ENGINEERING SERVICES CONTRACT

MISSISSIPPI CRAFT CENTER PARKING IMPROVEMENTS

Project No. STP-0213-00(030) LPA/105887-701000

MADISON COUNTY, MISSISSIPPI

THIS CONTRACT, is made and entered into by and between the *City of Ridgeland, MS*, a body Corporate of the State of Mississippi (the "LPA"), and, *Waggoner Engineering, Inc.* (the "CONSULTANT"), a *Mississippi* Corporation, duly registered to do business in the State of Mississippi, whose address for mailing is *143-A LeFleurs Square, Jackson, MS 39211*, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform parking improvements at the Mississippi Craft Center located on Rice Road. Services will include pavement design and project specifications for the paving of the existing limestone parking lot as provided for in Project No. STP-0213-00(030) LPA/105887-701000, hereinafter called the "PROJECT"; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform engineering services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those services, and the LPA has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract;

WHEREAS, the CONSULTANT herein was chosen through the Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") Standard Operating Procedure ADM-24-01-00-000; (March 1, 2001, as amended) and Federal Aid Policy Guide Part 172 and found satisfactory; to the end that both parties are now desirous of entering into a contract; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby contract and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards as to general format and content and in addition thereto, any special requirements of the LPA.

THE LPA, in support of CONSULTANT will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA or until December 31, 2013, 12:00PM CDT, at which time this CONTRACT shall absolutely and finally terminate.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the LPA which has been incorporated herein as a part of "Exhibit 2", which when approved by final execution of this CONTRACT shall control the evaluation of the CONSULTANT's progress on this PROJECT. A copy of the progress schedule, indicating the actual time expended on specific portions of this project, shall be submitted along with an estimated percentage completed with each monthly statement.

A Notice to Proceed shall be issued under authority from the LPA within 30 days after final execution of this CONTRACT. The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

B. Monthly Billing

The CONSULTANT may submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4".) Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. **Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.**

The CONSULTANT further agrees that FHWA or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of the CONTRACT be funds of the United States of America.

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subcontractors, assignees or transferees.

D. Retainage

The LPA shall retain the final 25% of the CONSULTANT's Fixed Fee until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT shall clearly indicate on its last Invoice for the CONTRACT that the Invoice is "FINAL". The LPA will confirm that the CONTRACT is ready to be closed and the "FINAL" Invoice may be paid. All "FINAL" invoices shall pay any retainage withheld on the CONTRACT. However, under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the CONTRACT. The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation. The CONSULTANT shall submit their "FINAL" invoice no later than 45 days following termination of the CONTRACT.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and maps prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies and maps prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its breaches, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits, and including any technical specifications and special requirements of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subcontractors during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subcontractors will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning the work, the CONSULTANT shall obtain and furnish certificates to the LPA for the following minimum amounts of insurance:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Public Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) on account of any one occurrence.
- C. Property Damage Insurance in an amount not less than five hundred thousand dollars (\$500,000.00) from damages on account of any one occurrence, with an aggregate limit of not less than one million dollars (\$1,000,000.00).
- D. Valuable Documents Insurance, whether as a part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring or replacing any documents kept or created by Consultant as a part of the Services, in the event of casualty to, or loss or theft of such documents.
- E. Errors and Omissions Insurance, in an amount not less than one million dollars (\$1,000,000.00) per incident; one million dollars (\$1,000,000.00) aggregate.
- F. Comprehensive Automobile Liability Insurance, with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) per incident with respect to CONSULTANT's (owned, hired or non-owned) vehicles, assigned to or used in the performance of services.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subcontractor or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, CONSULTANT agrees to obtain from said subcontractor or other personnel, certificates of insurance demonstrating that said subcontractor or other personnel has all of the above coverage, or to include said subcontractor or other personnel within CONSULTANT's coverage for the duration of said PROJECT or phase for which said subcontractor or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by CONSULTANT during the life of this CONTRACT. Should CONSULTANT cease to carry the errors and omissions coverage listed above for any reason, it shall obtain "tail" coverage at the same limits for a period of not less than three (3)

years subsequent to policy termination or contract termination, whichever is longer. Should CONSULTANT change insurance carriers for errors and /or coverage, it shall obtain a "retroactive coverage" endorsement from its new insurance carrier.

Insurance carriers must be properly licensed and/or must hold a Certificate of Authority from the Mississippi Department of Insurance.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to the execution of this CONTRACT by the CONSULTANT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required coverage, conditions and limits are in full force and effect. Such certificate shall identify this CONTRACT and contain provisions that coverage afforded under the policies will not be cancelled, terminated, or materially altered until at least thirty (30) days prior written notice has been given to the LPA.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the Mississippi Department of Transportation. For breach or violation of this warranty, the LPA shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLES XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation

should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the compensation, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no circumstances will CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the LPA to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subcontractor cost estimates for review and written concurrence of the LPA in advance of their execution.

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following:

the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form

that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in Madison County, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in Madison, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.
- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.

- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT
- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

- (1) cancel the stop work order; or
- (2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT may notify the CONSULTANT, in writing, of MDOT'S intentions to ask the LPA to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT, CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

LPA:

For Contractual Matters:
Gene F. McGee, Mayor
City of Ridgeland, Mississippi
304 Highway 51
Ridgeland, MS 39157
Telephone: 601.856.7113
Mayor.mcgee@ridgelandms.org

For Technical Matters:
Chris Bryson, P.E., City Engineer
City of Ridgeland, Mississippi
304 Highway 51
Ridgeland, MS 39157
Telephone: 601.853.2027
Chris.Bryson@ridgelandms.org

CONSULTANT:

For Contractual Matters:
Waggoner Engineering, Inc.
James L. Hust III, P.E.
143-A LeFleurs Square
Jackson, MS 39211
Telephone: 601.355.9526
Facsimile: 601.352.3945
Jim.Hust@waggonereng.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors:
P.E. # 09102

For Technical Matters:
Waggoner Engineering, Inc.
Dustin H. Pittman, P.E.
143-A LeFleurs Square
Jackson, MS 39211
Telephone: 601.355.9526
Facsimile: 601.352.3945
Dustin.Pittman@waggonereng.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors:
P.E. # 19992

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the ____ day of _____, 20__.

CITY OF RIDGELAND, MISSISSIPPI

Gene F. McGee

WITNESS this my signature in execution hereof, this the 16th day of April, 2013.

WAGGONER ENGINEERING, INC.

James L. Hust III

ATTEST:

Sandra R. Pierce

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
2. General Scope of Work and Common Specifications
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
7. Certification of LPA
8. *{This Exhibit was intentionally left blank}*
9. Prime Consultant EEV Certification and Agreement

**UNANIMOUS CONSENT TO ACTION
BY THE DIRECTORS
OF
WAGGONER ENGINEERING, INC.**

The undersigned, being all the Directors of Waggoner Engineering, Inc., a Mississippi corporation (the "Corporation"), do hereby, pursuant to Section 79-4-8.21 of the Mississippi Business Corporation Act, consent to the following resolutions adopted in the name of and on behalf of the Corporation, without the necessity of a formal meeting of the Directors of the Corporation, and in lieu thereof.

WHEREAS, the Corporation desires to authorize its officers to sign and deliver to clients and customers agreements for the performance of work by and on behalf of the Corporation, without further action or ratification by the Board of Directors; and

WHEREAS, the Directors of the Corporation believe it is in the best interests of the Corporation to grant such authority to the officers of the Corporation;

NOW, THEREFORE, BE IT RESOLVED,

1. Each of the following officers of the Corporation shall be, and hereby is, authorized to execute and enter into contracts on behalf of the Corporation for the performance of any and all engineering, surveying, or other work of a type routinely performed by the Corporation:

Joe A. Waggoner – Chief Executive Officer
James L. Hust – President
Joe Tuccio – Secretary/Treasurer and Vice President

2. Each of the authorized officers of the Corporation shall be, and hereby is, authorized and directed to execute on behalf of the Corporation any documents and to take such actions as he may deem necessary or advisable in furtherance of the resolutions adopted hereby, the execution or taking thereof by an authorized officer of the Corporation to be conclusive evidence of approval and authorization of each of such documents and each of such actions by the Corporation.
3. All actions heretofore taken by the Corporation in furtherance of the resolutions adopted hereby shall be, and hereby, ratified, affirmed and approved in all respects.
4. This Unanimous Consent to Action shall serve in lieu of a meeting of the board of Directors of the Corporation.

The undersigned, being all the Directors of Waggoner Engineering, Inc., do hereby waive any notice of the time, place and purposes of a meeting of the Directors of the Corporation which may have otherwise been required by the Mississippi Business

Corporation Act to transact the business described above and do hereby ratify, approve and affirm all actions which are noted in the foregoing and the resolutions adopted herein, this Unanimous Consent to Action having been executed on the date(s) indicated below. The Secretary of the Corporation shall be, and hereby is, authorized and directed to file this Unanimous Consent in the Minute Book of the Corporation.

Date: 6/30/2008

[Signature]
Joe A. Waggoner, Director & Chairman

Date: 06/26/08

[Signature]
James L. Hust, Director

Date: 6/26/08

[Signature]
Bertil Nordin, Director

Date: 6/26/08

[Signature]
Dave Baler, Director

Date: 6/26/08

[Signature]
Matt Holleman, Director

EXHIBIT 1

{{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}}

{{{{Attach a copy of authority to execute contracts on behalf of the Consultant Corporation here}}}}

EXHIBIT 2

Scope of Work CITY OF RIDGELAND Mississippi Craft Center Parking Improvements

DESCRIPTION OF PROJECT:

The project will include design services associated with the placement of a bituminous pavement on the existing +/- 4,100 square yard limestone parking lot located at the Mississippi Craft Center along Rice Road in Ridgeland, MS.

CONSULTANT will assist the LPA by providing Design Phase services to include the associated planning, layout, detailed design, and bidding and award for the proposed improvements. CONSULTANT will also provide Special Services to include a geotechnical investigation.

CONSULTANT will coordinate with MDOT to administer the project in accordance with the Project Development Manual for Local Public Agencies (PDM). Where in conflict between this CONTRACT and the PDM, the PDM will govern.

General Requirements:

As directed, CONSULTANT shall provide engineering/technical assistance to perform specific assignments requiring needed expertise or staff resources for the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and the LPA and in effect on the effective date this CONTRACT unless otherwise specified in the CONTRACT or subsequently directed by MDOT during the course of this CONTRACT.

Roadway design shall be in compliance with the applicable sections of MDOT's Roadway Design Manual, and supplemented with updated design policies as described in design memos located on Roadway Design Division's FTP site, AASHTO's Policy on Geometric Design of Highways and streets; MDOT's Standard Drawings (roadway and bridge), MDOT Roadway CADD Manual; MDOT Standard Specifications for Road and Bridge Construction; Manual on Uniform Traffic Control Devices (MUTCD); MDOT Access Management Policy; and MDOT Survey Manual as applicable to this project. The latest edition of the aforementioned documents shall be used.

This project shall be performed using English units.

CONSULTANT shall not begin work in any phase of this CONTRACT until a written NOTICE TO PROCEED (NTP) for that individual phase has been issued. The LPA reserves the right to not issue a NTP until work in the previous phase has been completed.

For contract plans sheets:

All field review plans shall be marked in red with "FIELD REVIEW". Once plans are complete, the "PRELIMINARY" markings shall be removed, and the Title sheet shall be signed and sealed/stamped by the CONSULTANT's engineer. If the scope of the CONSULTANT's work is limited to certain aspects of the plans, the scope shall be briefly noted near the seal/stamp (e.g., "ROADWAY AND LIGHTING ONLY" or "BRIDGE AND RETAINING WALL ONLY"). If multiple CONSULTANTS develop the plans, each firm shall sign and seal/stamp the title sheet.

It is the responsibility of CONSULTANT to request and receive approval from the Project Manager prior to making any changes to plans developed under this contract. This requirement includes plans developed by any subconsultants.

As a minimum, the Scope of Work shall be divided into two phases as follows: The Scope of Work will be divided into the following tasks:

1. Design Services

Part 1 – Preliminary Design

Part 2 – Final Design

Part 3 – Bidding and Award

2. Special Services

Part 1 – Geotechnical Investigation

CONTRACT PLANS

OVERVIEW OF REQUIRED SUBMITTAL FORMAT:

Print Type	Printed Sheets (Full Scale)		Printed Sheets (1/2 Scale)		PDF Images		CADD Files	
	Plans	XS	Plans	XS	Plans	XS	Plans	XS
Conceptual Plans			4 Sets		Yes			
Draft Field Review Plans			4 Sets					
Field Review			1 Set	1 Set	Yes	Yes		
Office Review			1 Set	1 Set	Yes			Yes
Final Plans*	1 Set					Yes	Yes	Yes

PLAN REQUIREMENTS:

Plans submitted in the form of original drawings shall be ink drawings (plots) on vellum or opaque paper. Original matte film drawings may have a matte surface on either or on both sides and shall be no less than 0.003 inch or more than 0.004 inch in thickness. Photographic reproduces may be submitted in lieu of ink drawings, provided that said reproduces are on 0.004 inch translucent polyester film which incorporates a silver halide emulsion image on a permanent type. Diazo or ammonia type reproductions will not be acceptable nor will adhesive drafting aids be acceptable on final plans. All additions or revisions shall be done by CADD. All additions or revisions will require the submittal of revised CADD files on CD/DVD with a project description (including Project Number, Route, and County) and the word, "REVISION," and the date written on the exterior of the disk or CD/DVD.

Scale of Drawings:

Plans shall be prepared at the following scales:

	RURAL	URBAN
(1) Plan/Profile Sheets with Geometrics		
Horizontal - - - - -	1" = 100'	1" = 20'

- | | | | |
|----------|---|-----------|------------------------|
| Vertical | - - - - - | 1" = 10' | 1" = 5' |
| (2) | Form Grades for Channelized Intersections
And Interchange Ramps | - - - - - | 1" = 20' 1" = 20' |
| (3) | Detail Geometrics for Channelized Intersections | 1" = 20' | 1" = 20' |
| (4) | Cross-Sections | - - - - - | 1" = 10' 1" = 5' |
| (5) | Scales for Bridge Sheets shall conform to the Specifications described in the Bridge Division CADD Manual | | |
| (6) | Other sheets at appropriate scale. | | |

If complications or other unforeseen factors cause a change in the scope of work that cause CONSULTANT to exceed the established budgets or if the LPA wishes to undertake tasks outside the proposed scope of services those services will require a Supplemental Agreement to include a description of any changes in the work scope, cost and completion date, a justification for such changes, as well as the benefit for performing the additional work.

Task 1 – Design Services

- 1.1 Preliminary Design. After execution of the Agreement, the Preliminary Design will be initiated and the CONSULTANT shall:
 - 1.1.1 Consult with the LPA to clarify and define the LPA's requirements for the Project.
 - 1.1.2 Assist LPA with Project Activation including submittal of required LPA and ENV forms.
 - 1.1.3 Assemble and review available data that may be pertinent to the Project.
 - 1.1.4 Prepare preliminary design documents consisting of design criteria, preliminary drawings, and outline specifications.
 - 1.1.5 Develop criteria for right-of-ways, working easements, and permanent easements. Indicate preliminary right-of-ways and easement requirements on drawings.
 - 1.1.6 Furnish three copies of above preliminary design documents to LPA for review. Schedule progress meetings as required to effectively coordinate with the LPA; prepare minutes of these progress meetings; and prepare a design progress report monthly for the preceding month's work which shall accompany CONSULTANTS's monthly statement.
 - 1.1.7 Conduct Field Review in accordance with MDOT's PDM.
- 1.2 Final Design. Final Design will begin following the conclusion of the Field Review.
 - 1.2.1 Modify preliminary design documents as necessary to reflect LPA's comments and MDOT's comments from the Field Review.
 - 1.2.2 On the basis of approved preliminary design documents (including LPA and MDOT comments) and detailed design, prepare Office Review Package to include Opinion of Probable Cost (OPC), construction drawings, specifications, and contract documents as required by the PDM.
 - 1.2.3 Conduct Office Review of the proposed project with LPA and MDOT.
 - 1.2.4 Make necessary changes to plans based on LPA and MDOT comments from Office Review.

- 1.2.5 Furnish three sets of the above final design documents to the LPA for review and approval.
- 1.2.6 CONSULTANT will assist LPA with submittal of Plans Specifications and Estimate (PS&E) package to MDOT District office in accordance with the PDM manual.
- 1.3 Bidding and Award. After the LPA has received Authorization for Advertisement, the Bidding and Award services will be initiated and the CONSULTANT shall:
 - 1.3.1 Prepare and issue contract documents to prospective bidders, and maintain a record of their issuance.
 - 1.3.2 Prepare and issue Addenda as appropriate to interpret, clarify, or expand contract documents to each known procurer of the contract documents.
 - 1.3.3 Provide information on the general scope, unusual conditions, and desired sequence of construction as requested by procurers of contract documents.
 - 1.3.4 Conduct a pre-bid conference if requested by the LPA.
 - 1.3.5 Consult with and advise the LPA as to the acceptability of substitute materials and equipment proposed by the Contractor when substitution prior to the award of contracts is allowed by the contract documents.
 - 1.3.6 Attend the bid opening, prepare bid tabulation sheets, and assist LPA in evaluating bids.
 - 1.3.7 Assist the LPA with the preparation and submittal of an MDOT concurrence package as outlined in the MDOT PDM.

Task 2 – Special Services

2.1 Geotechnical Engineering

- 2.1.1 After execution of the Agreement, the Geotechnical Engineering Services will be initiated and the CONSULTANT shall:
- 2.1.2 Perform subsurface explorations and geotechnical analyses to determine general subsurface conditions and parameters for final design of the Project. The LPA recognizes that even a comprehensive sampling and testing program implemented by trained and experienced personnel with appropriate equipment may fail to detect certain hidden conditions. LPA also recognizes that actual environmental, geological and geotechnical conditions that CONSULTANT properly inferred to exist between sampling points may differ significantly from those that actually exist.
- 2.1.3 Soil samples will be examined and classified in the field according to the Unified Soil Classification System.
- 2.1.4 Perform standard penetration tests blow counts at each boring location.
- 2.1.5 Perform laboratory analysis to evaluate the physical properties of the soils.
- 2.1.6 After analysis of the soil boring and laboratory data, provide recommendations for subgrade preparation, earthwork construction, and subgrade design strength parameters to be utilized for the pavement design.
- 2.1.7 Prepare a report of findings, analyses, conclusions and recommendations.

ID	Task Name	Week 17	Week 19	Week 21
1	Initiate Services			
2				
3	Design Phase			
4	Project Activation			
5	Project kickoff meeting w/ LPA			
6	Prepare conceptual plans			
7	Review conceptual plans w/ LPA			
8	Preparation and submittal of Field/Office Review Plans			
9	MDOT review period per PDM			
10	Field/Office Review			
11	Incorporation of Field/Office Review Comments			
12	Produce PS&E Assembly for LPA review			
13	Submittal of ROW, Utility, Encroachment, Hazardous Waste,			
14	Assist City w/ PS&E Assembly to MDOT			
15	MDOT review of PS&E Assembly			
16	Incorporate final comments and update NTBs & SPs			
17	Obtain final approval and authorization to advertise from MDO			
18				
19	Bidding and Award			
20	Advertise for bid			
21	Bid Opening			
22	Assist City with Contractor selection package for MDOT subr			
23	MDOT Concurrence w/ selection			
24				
25	Special Services			
26				
27	Geotechnical Investigation			

Project: Craft Center Schedule
Date: Tue 4/16/13

Task
Split



11 1111 111

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on an actual cost-plus fixed-fee with an upset limit for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, payroll additives, overhead, direct costs and CONSULTANT's fixed fees attributable to this CONTRACT.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead and direct cost. Direct salaries are those amounts actually paid to the person performing the SERVICES which are deemed reasonably necessary by the LPA for the advancement of the Scope of Work. Overtime work is not contemplated by this contract. Accordingly, direct salaries chargeable to this contract shall not include any overtime premium. Salaries for officers, principals or partners shall not increase at a rate in excess of that for other employees. Payroll additives and overhead consist of employee fringe benefits and that part of CONSULTANT's allowable indirect costs attributable to this contract. Direct Costs are those charges deemed reasonably necessary by the LPA for the successful completion of the Scope of Work which are charged directly to the project and not included in overhead.

Fixed fee as the term is used herein shall mean a dollar amount established to cover the CONSULTANT's profit and business expenses not allocable to overhead for the successful completion of the SERVICES.

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

The following schedule of rates for services will not be exceeded for all work under this CONTRACT:

Direct Salaries:

Direct salaries shall not exceed those amounts actually paid to an employee performing services reasonably necessary for the completion of the Scope of Work set forth under "Exhibit 2" to this contract.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Payroll Additive & Overhead:

The rate, based on the CONSULTANT'S latest governmental audited rate, not to exceed two (2) years, and as approved by MDOT, for payroll additives and overhead shall be computed at 156.0-55 % ~~FCCM: 0.55~~ of direct salary cost. This rate shall be used to calculate costs under this CONTRACT and in the preparation of costs estimates for Supplemental Agreements under this CONTRACT. The estimated FCCM for cost proposals in Supplemental Agreements must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM. Final payment of these costs shall be adjusted after completion of the final audit to reflect the actual rates experienced by the CONSULTANT during the course of this CONTRACT; however, in no event shall such an adjustment allow the CONTRACT'S cost to exceed the maximum limitation stated. Said audit of the CONSULTANT will be conducted by the LPA, or the LPA's designated auditor at the conclusion of the contract in accordance with Federal and LPA requirements.

Direct Costs:

The LPA will reimburse the CONSULTANT's actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. (i.e. no meal reimbursement when there is no overnight stay).

All direct costs (except meals) must be substantiated by supporting data, i.e. mileage, log books, receipts, etc.

All other expenses will be reimbursed upon receipt of acceptable paid invoices.

Fixed Fee:

The CONSULTANT's fixed fee shall be \$ 1,200.25, which sum shall be paid incrementally each month in an amount determined by multiplying the total fixed fee by the project completion percentage, less any amounts previously paid for fixed fees.

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this assignment exceed \$15,215.15 (Total of all Charges) without the prior written consent of both parties.

Fee and Expense Summary

Labor Cost & Overhead	Direct Cost	Fixed Fee	Sub-Consultant	Total
\$10,002.11	\$525.50	\$1,200.25	\$3,487.28	\$15,215.15

****See Delineation of Cost Breakdown behind Exhibit 9.**

EXHIBIT 4
SAMPLE INVOICE

LOCAL PUBLIC AGENCY
ADDRESS
CITY, STATE, ZIP CODE

DATE:

ATTENTION: ACCOUNTS PAYABLE

INVOICE NO. 0000
PERIOD , 20 THROUGH , 20
PROFESSIONAL SERVICES IN ACCORDANCE WITH
CONTRACT DATED , 20 , AS RELATES TO
PROJECT NO. - - - - - - - - - IN COUNTY, HIGHWAY .

CONSULTANT:

CUSTOMER NUMBER 0000000000 FILE NO. 000-000000
REPORT NUMBER: 0000 through 00000

	<u>CURRENT PERIOD</u>	<u>PREVIOUS ESTIMATE</u>	<u>TOTAL ALLOWED TO DATE</u>
DIRECT SALARIES	\$	\$	\$
* PAYROLL ADDITIVE (less FCCM)	\$	\$	\$
FIXED FEE (% complete X total fee less amounts previously paid – not to exceed 75%)	\$	\$	\$
PAYROLL ADDITIVE w/ FCCM only	\$	\$	\$
** DIRECT COSTS	\$	\$	\$
PROJECT TOTAL	\$	\$	\$
AMOUNT DUE THIS INVOICE:	\$	\$	\$

NOTE:

1. * PAYROLL ADDITIVES (INCLUDING ALL FRINGE BENEFITS & OVERHEAD-)
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA

 Project No. 00-0000-00-000-00
 County _____

<u>Employee and Classification</u>	<u>Rate of Pay</u>	<u>Current Period Hours</u>	<u>Current Period Costs</u>	<u>Previous Period Costs</u>	<u>Costs To Date</u>
DIRECT LABOR AND DIRECT COSTS					
John P. Public, Jr Engineer	0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Designer	0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Technician	0.00	<u>0.0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Sub Total		0.0	0.00	0.00	0.00
Payroll Additives (minus FCCM)			<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Labor			0.00	0.00	0.00
Fixed Fee			0.00	0.00	0.00
Payroll additives w/ only FCCM (Direct Labor * FCCM)			0.00	0.00	0.00
Direct Costs			<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Project Total			0.00	0.00	0.00

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT CONTRACT WORK HOURS AND SAFETY STANDARDS ACT CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subcontractors including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and

laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
 - (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this 16th day of April, 2013.

WAGGONER ENGINEERING, INC.

BY:

James L. Hust III

ATTEST: [Signature]

My Commission Expires:



Sandra R. Pierce

Notary

EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the _____ day of _____, 20__.

CITY OF RIDGELAND, MS

Gene F. McGee, Mayor

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, Mississippi Transportation Commission (MTC), Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the LPA if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the LPA, if requested, for the benefit of the LPA or this CONTRACT.

152694

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: _____

Authorized Officer or Agent

9/16/11
DateJames L. Hust III

Printed Name of Authorized Officer or Agent

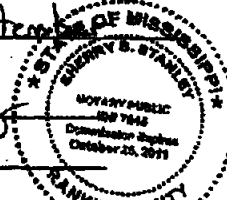
President

Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 16th day of September, 2011.

Sherry S. Stanley
NOTARY PUBLIC

My Commission Expires: _____



* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

Mississippi Craft Center Parking Improvements
 Project No. STP-0213-00(030) LPA/105887-701000
 City of Ridgeland, Madison County, Mississippi

SUMMARY OF WEI ENGINEERING COSTS

	Hours	Direct Labor	Overhead & Gen. Admin.	Other Direct Costs	Fixed Fee	Total
Task 1 - Design Services	118	\$ 3,899	\$ 6,103	\$ 526	\$ 1,200	\$ 11,728
Task 2 - Special Services Subconsultants						\$ 3,487
Burns Cooley Dennis, Inc.						
Total Contract	118	\$3,898.70	\$6,103.41	\$525.50	\$1,200.25	\$15,215.15

Mississippi Craft Center Parking Improvements
Project No. STP-0213-00(030) LPA/105887-701000
City of Ridgeland, Madison County, Mississippi

Task 1 - Design Services

Task	CLASSIFICATION					
	GROUP	SENIOR	PROJECT	PROJECT	CADD	ADMIN
	MANAGER	MANAGER	MANAGER	ENGINEER	TECH III	

1. DIRECT LABOR:

Design						
- Project management				8		
- Assemble project data and kick off w/ LPA				1		
- Typical Sections				0.5	2	3
- Pavement marking design				0.5	2	2
- Assemble PS&E (NTB's, project specifications, etc.) & Copies	1			1	8	4
- Field Review				4	4	
- Address comments from Field Review				1	2	1
- Office Review				4	4	
- Office Review Comments				1	2	2
- Quantity Calculations				1	2	
- Prepare bid form and update NTB's				1	8	
- Compile and obtain signatures for reports/certifications (5)		1		1	4	6
- Prepare sampling & testing procedures for review				1	4	2
Bidding and Award				2	4	6
- Printing and distribution of project proposals				1	4	2
- Address bidder questions				2	4	6
- Attend bid opening, tabulate bids, assemble concurrence package and prepare award letter						

Total Hours	0	1	1	27	56	11	22
Average Hourly Rate	\$ 77.00	\$ 53.03	\$ 45.41	\$ 40.09	\$ 33.61	\$ 35.67	\$ 20.15
Salary Cost	\$0	\$53	\$45	\$1,082	\$1,882	\$392	\$443

Total Hours 118 Sub-Total: Salary Cost \$ 3,899

156.55%

2. PAYROLL BURDEN, GENERAL OVERHEAD, & ADMINISTRATION COST:

3. TOTAL SALARY COST

\$ 6,103

4. FIXED FEE (12%)

5. OTHER DIRECT COSTS:

Quantity	Unit	Unit Cost	Amount
1	L.S.	\$500.00	\$500
50	Mile	\$0.510	\$26
1	L.S.	\$0.00	\$0
Sub-Total			\$526

6. ESTIMATED TOTAL COST THIS PHASE

\$ 11,728

BURNS COOLEY DENNIS, INC.

GEOTECHNICAL AND MATERIALS ENGINEERING CONSULTANTS

Corporate Office

551 Sunnybrook Road
Ridgeland, MS 39157
Phone: (601) 856-9911
Fax: (601) 856-9774

Mailing Address

Post Office Box 12828
Jackson, MS 39236

www.bcdgeo.com

Materials Laboratory

278 Commerce Park Drive
Ridgeland, MS 39157
Phone: (601) 856-2332
Fax: (601) 856-3552

BURNS COOLEY DENNIS, INC.

Project Name Craft Center Existing Parking Improvements

Service: Geotechnical/Pavement Investigation

Location Ridgeland, MS
Prepared By Randy Ahlrich
Date 11/14/2012

ESTIMATED FEE

LABOR COSTS

Project Manager
Project Engineer
Technician/Draftsman
Clerical

Man Hrs.	Rate(Direct)	Total
4	\$ 75.00	\$ 300.00
8	\$ 65.00	\$ 520.00
2	\$ 20.00	\$ 40.00
2	\$ 18.00	\$ 36.00
16		\$ 896.00

DIRECT LABOR COSTS

PAYROLL ADDITIVE- 186.32%

FIXED FEE-12%

SUBTOTAL - LABOR COSTS

\$ 1,669.43
\$ 307.85
\$ 2,873.28

FIELD AND LABORATORY

Drilling on Land, Auger Sampling for Profile
Atterberg Limits T 89 and T 90
Water Content T 265
% Finer Than the No. 200 Sieve T 11

Quantity	Unit	Unit Cost	Total Cost
12	Feet	\$ 20.00	\$ 240.00
4	Each	\$ 48.00	\$ 192.00
12	Each	\$ 6.25	\$ 75.00
3	Each	\$ 33.00	\$ 99.00

SUB-TOTAL - FIELD AND LABORATORY

\$606.00

EXPENSE ITEMS

Automobile Travel

Quantity	Unit	Rate	Total Cost
16	Miles	\$ 0.50	\$ 8.00

\$8.00

SUB-TOTAL - EXPENSE ITEMS

TOTAL ESTIMATED FEE

\$3,487.28

FUND TOTALS		
FUND	NAME	TOTAL
001	GENERAL FUND	4,755.90
005	COURT SERVICES FEE FUND	86.56
400	PUBLIC UTILITIES FUND	6,890.37
404	EMCRS OPERATION & MAINT	28.05
=====		
TOTALS FOR ALL FUNDS =		11,760.88

VENDOR		DOCKET	*-----INVOICE-----*			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-61100	RIDGELAND TOURISM COMMISS	107709	TOURISM TAX	I 201304222195	4/19/2013	121,316.00
			TOURISM TAX	001-000-101	121,316.00	
					=====	
					TOTAL =	121,316.00
					=====	

FUND TOTALS		
FUND	NAME	TOTAL
=====		
001	GENERAL FUND	121,316.00
=====		
TOTALS FOR ALL FUNDS		121,316.00

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-01655	ADVANTAGE BUSINESS SYSTEM	107710	CORRM0: 04-17-13 - 05-16-13	I 74191	4/15/2013	234.02
			CORRM0: 04-17-13 - 05-16-13	001-040-635	234.02	
01-01660	ADVANTAGE OFFSET PRINTERS	107711	2012 CAFR- PRINT/SHIP	I 1035	4/25/2013	2,815.00
			2012 CAFR/PRINTED 25	001-040-620	2,815.00	
01-02164	AETNA	107712	863057-10-00001: MAY 2013	I 201304252201	4/16/2013	2,855.08
			863057-10-00001: MAY 2013	001-010-480	106.00	
			863057-10-00001: MAY 2013	001-020-480	95.40	
			863057-10-00001: MAY 2013	001-040-480	74.20	
			863057-10-00001: MAY 2013	001-040-480	10.60	
			863057-10-00001: MAY 2013	001-092-480	21.20	
			863057-10-00001: MAY 2013	001-040-480	10.60	
			863057-10-00001: MAY 2013	001-100-480	816.20	
			863057-10-00001: MAY 2013	001-160-480	636.00	
			863057-10-00001: MAY 2013	001-180-480	106.00	
			863057-10-00001: MAY 2013	001-201-480	328.60	
			863057-10-00001: MAY 2013	001-340-480	137.90	
			863057-10-00001: MAY 2013	005-101-480	42.40	
			863057-10-00001: MAY 2013	400-650-480	296.80	
			863057-10-00001: MAY 2013	404-650-480	10.60	
			863057-10-00001: MAY 2013	001-000-170	141.10	
			863057-10-00001: MAY 2013	005-000-170	3.32	
			863057-10-00001: MAY 2013	400-000-170	18.26	
			863057-10-00001: MAY 2013	404-000-170	0.00	
01-01685	AFFORDABLE TREE SERVICE	107713	REMOVE 4 TREES & HAUL OFF	I 201304162189	3/25/2013	3,500.00
			REMOVE 4 TREES & HAUL OFF	001-340-637	3,500.00	
01-03644	AFLAC	107714	EBQ21: APRIL 2013	I 329632	4/14/2013	1,687.82
			EBQ21: APRIL 2013	001-000-171	1,306.76	
			EBQ21: APRIL 2013	005-000-171	36.40	
			EBQ21: APRIL 2013	400-000-171	344.66	
01-03678	AFLAC	107715	9618: APRIL 2013	I A022440100	4/25/2013	2,695.18
			9618: APRIL 2013	001-000-171	2,250.38	
			9618: APRIL 2013	005-000-171	28.34	
			9618: APRIL 2013	400-000-171	416.46	
01-04188	AGENCY FOR THE PERFORMING	107716	DEPOSIT FOR DAVID LEE	I 201304122184	4/12/2013	5,000.00
			DEPOSIT FOR ENTERTAI	001-340-650	5,000.00	
01-02067	ALLPARTS NORTH JACKSON	107717	GLUE AND MIROR TABS	I 34660661	4/17/2013	59.82
			MIROR GLUE	001-100-632	28.68	
			MIROR TABS	001-100-632	31.14	
01-02067	ALLPARTS NORTH JACKSON	107718	TRAILER PARTS	I 34660767	4/17/2013	137.63
			GREASE GUNS	400-650-540	124.47	
			TRAILER LIGHTS	400-650-635	13.16	
01-02067	ALLPARTS NORTH JACKSON	107719	PARTS	I 34660894	4/17/2013	55.18

VENDOR		DOCKET		INVOICE		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-02067	ALLPARTS NORTH JACKSON	107719	PARTS	I 34660894	4/17/2013	55.18
			AIR TANK KITS	400-650-540	55.18	CONT
01-01558	AMERICA'S CHOICE CHEMICAL	107720	ASPHALT COLD PATCH	I 12044	4/03/2013	4,497.00
			ASPHALT COLD PATCH	001-201-575	4,497.00	
01-03780	AMERICAN MUNICIPAL SERVIC	107721	MARCH 2013: COURT SERVICES	I 14422	3/31/2013	4,823.52
			MARCH 2013: COURT SERVICES	001-000-115	4,823.52	
01-03780	AMERICAN MUNICIPAL SERVIC	107722	MARCH 2013: PUBLIC WORKS	I 14566	3/31/2013	110.25
			MARCH 2013: PUBLIC WORKS	400-000-115	110.25	
01-01251	AMERICAN ROOFING & CONSTR	107723	FD-STATION 2 ROOF REPAIR	I 201304222194	4/22/2013	750.00
			STATION 2 ROOF REPAIR	001-160-637	750.00	
01-01944	ATMOS ENERGY	107724	000932710: 03-21-13 - 04-16-13	I 201304252204	4/16/2013	167.64
			000932710: 03-21-13 - 04-16-13	001-160-630	167.64	
01-01944	ATMOS ENERGY	107725	000712850: 03-26-13 - 04-19-13	I 201304252205	4/19/2013	83.30
			000712850: 03-26-13 - 04-19-13	001-340-630	83.30	
01-01944	ATMOS ENERGY	107726	000719949: 03-26-13 - 04-19-13	I 201304252206	4/19/2013	83.92
			000719949: 03-26-13 - 04-19-13	001-160-630	83.92	
01-05550	B W I OF JACKSON INC	107727	MOUNMENT 75WG 5X5 GRAM	C 11765449C	4/08/2013	50.00CR
			CREDIT	001-340-575	50.00CR	
01-05550	B W I OF JACKSON INC	107728	MOUNMENT 75WG 5X5 GRAM	I 11764199	3/22/2013	1,001.41
			SPEEDZONE	001-340-575	1,000.02	
			FUEL SURCHARGE	001-340-575	1.39	
01-05550	B W I OF JACKSON INC	107729	MOUNMENT 75WG 5X5 GRAM	I 11764201	3/22/2013	1,720.01
			MOUNMENT 75WG 5X5 GRAM	001-340-575	1,720.00	
			FUEL SURCHARGE	001-340-575	0.01	
01-05550	B W I OF JACKSON INC	107730	MOUNMENT 75WG 5X5 GRAM	I 11765449	4/08/2013	480.00
			MOUNMENT 75WG 5X5 GRAM	001-340-575	480.00	
01-05550	B W I OF JACKSON INC	107731	TURFACE QUICK DRY	I 11803054	4/11/2013	690.49
			TURFACE QUICK DRY	001-340-575	655.20	
			FUEL SURCHARGE	001-340-575	35.29	
01-05550	B W I OF JACKSON INC	107732	23'' ALUMINUM TRIGGER	I 11808857	4/17/2013	99.71
			TRIGGER GUN	001-340-540	88.15	
			FREIGHT	001-340-540	11.56	
01-05550	B W I OF JACKSON INC	107733	TURFACE QUICK DRY 50 LB.	I 11814709	4/18/2013	690.08
			TURFACE QUICK DRY 50 LB.	001-340-575	655.20	
			FUEL SURCHARGE	001-340-575	34.88	
01-05550	B W I OF JACKSON INC	107734	13-13-13 50LBS.	I 11823546	4/22/2013	3,899.70
			13-13-13 HERBICIDE	001-340-575	3,790.00	

VENDOR		DOCKET		INVOICE		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-05550	B W I OF JACKSON INC	107734	13-13-13 50LBS. FUEL SURCHARGE	I 11923546 001-340-575	4/22/2013 119.70	3,899.70 CONT
01-03925	BANCORPSOUTH EQUIPMENT FI	107735	LEASE FOR WHEEL LOADER LEASE FOR WHEEL LOADER	I 201304252207 001-201-640	4/24/2013 1,199.85	1,199.85
01-01541	BANKCARD CENTER	107736	ACCT ENDING IN 2647 ACCT ENDING IN 2647 ACCT ENDING IN 2647 ACCT ENDING IN 2647	I 201304262258 001-020-610 001-040-540 001-160-540	4/21/2013 347.80 10.00 1,640.00	1,997.80
01-03201	BAREFIELD WORKPLACE SOLUT	107737	FD-PAPER, CORR TAPE COPY PAPER CORRECTION TAPE	I 838942-0 001-160-500 001-160-500	4/03/2013 158.60 2.99	161.59
01-03863	BEAVER INDUSTRIES, INC	107738	STEAM CLEANER HOSE STEAM CLEANER HOSE	I 11327 400-650-635	4/10/2013 92.25	92.25
01-02058	BISHOP, THOMAS	107739	REFUND FOR WATERWORKS FEE REFUND FOR WATERWORKS FEE	I 201304252212 400-650-686	4/23/2013 30.00	30.00
01-01806	BOYD, JANIE	107740	APRIL 22, 2013 MEETING APRIL 22, 2013 MEETING	I 042213 001-093-611	4/22/2013 50.00	50.00
01-02264	BRODERICK ADVERTISING	107741	WEB SITE HOSTING WEB SITE HOSTING	I 19461 001-180-650	4/12/2013 105.00	105.00
01-01784	BROOKS, PERCY	107742	3GAMES@20.00: APRIL 8, 2013 3GAMES@20.00: APRIL 8, 2013	I 201304252208 001-340-690	4/08/2013 60.00	60.00
01-01784	BROOKS, PERCY	107743	9GAMES@20.00: APRIL 15,16,18 9GAMES@20.00: APRIL 15,16,18	I 201304252209 001-340-690	4/18/2013 180.00	180.00
01-01784	BROOKS, PERCY	107744	6GAMES@20.00: APRIL 22 & 25 6GAMES@20.00: APRIL 22 & 25	I 201304262262 001-340-690	4/25/2013 120.00	120.00
01-08420	BROWN BOTTLING GROUP INC	107745	DRINKS & WATER FOR KIDFES DRINKS WATER	I 478729 001-340-650 001-340-650	4/11/2013 421.20 280.80	702.00
01-03797	BROWN, EDDIE LEE	107746	3GAMES@20.00: APRIL 8, 2013 3GAMES@20.00: APRIL 8, 2013	I 201304252210 001-340-690	4/08/2013 60.00	60.00
01-03797	BROWN, EDDIE LEE	107747	9GAMES@20.00: APRIL 15,16,18 9GAMES@20.00: APRIL 15,16,18	I 201304252211 001-340-690	4/18/2013 180.00	180.00
01-03797	BROWN, EDDIE LEE	107748	6GAMES@20.00: APRIL 22 & 25 6GAMES@20.00: APRIL 22 & 25	I 201304262263 001-340-690	4/25/2013 120.00	120.00
01-08725	BRUSKE PRODUCTS	107749	STREET BROOMS 3786 BROOM BROOM HANDLE	I 834970 001-201-540 001-201-540	4/05/2013 72.60 52.00	181.27

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-08725	BRUSKE PRODUCTS	107749	STREET BROOMS	I 834970	4/05/2013	181.27
			2134 BROOM HEAD	001-201-540	24.20	
			FREIGHT	001-201-540	32.47	
01-08785	BUDGET SIGNS INC	107750	6 3X8 BANNERS FOR KIDFEST	I 57868	4/18/2013	600.00
			SINGLE FACED3X8 BAN.	001-340-650	600.00	
01-02311	BUFKIN MECHANICAL, INC	107751	REBUILT BACK FLOW ON	I 70087	4/23/2013	465.00
			REBUILT BACK FLOW	001-340-637	465.00	
01-02311	BUFKIN MECHANICAL, INC	107752	REPAIR GAS WATER PUMP	I 70093	4/22/2013	1,446.00
			CIRCULATING PUMP	001-100-637	1,296.00	
			LABOR	001-100-637	150.00	
01-02311	BUFKIN MECHANICAL, INC	107753	REPAIR LADIES TOILET	I 70094	4/22/2013	121.60
			REPAIR LABOR	001-100-637	100.00	
			PARTS	001-100-637	21.60	
01-02311	BUFKIN MECHANICAL, INC	107754	REBUILT BACK FLOW ON	I 70095	4/23/2013	100.00
			FIXED LEAK	001-340-637	100.00	
01-02311	BUFKIN MECHANICAL, INC	107755	REBUILT BACK FLOW ON	I 70096	4/23/2013	415.00
			REPLACED TOILET	001-340-637	415.00	
01-02311	BUFKIN MECHANICAL, INC	107756	REBUILT BACK FLOW ON	I 70097	4/23/2013	124.00
			REPLACED TOILET SEAL	001-340-637	124.00	
01-01885	C A L E A	107757	ANNUAL CONTINUATION FEE	I INV11912	4/11/2013	350.00
			ANNUAL CONTINUATION FEE	001-100-604	350.00	
01-03826	C SPIRE WIRELESS	107759	0002596490:03-08-13 - 04-07-13	I 201304252216	4/07/2013	1,045.78
			0002596490:03-08-13 - 04-07-13	001-340-605	1,045.78	
01-03826	C SPIRE WIRELESS	107759	0031656019:03-23-13 - 04-22-13	I 201304252217	4/22/2013	61.93
			0031656019:03-23-13 - 04-22-13	001-020-605	61.93	
01-03487	CAPITOL CHLORINATOR & UTI	107760	WET END REPAIR KITS	I 152	1/30/2013	875.00
			WET END REPAIR KITS	400-650-635	875.00	
01-03487	CAPITOL CHLORINATOR & UTI	107761	CHLORINE INJECTOR	I 185	4/18/2013	570.00
			CHLORINE INJECTOR	400-650-575	570.00	
01-11000	CAPWELD	107762	GAS REFILL	I JA298055	4/10/2013	121.05
			WELDING RODS	400-650-540	97.15	
			ARGON REFILL	400-650-540	23.65	
			HAZMATT	400-650-540	0.25	
01-04010	CARR, WILLIAM CHAD	107763	APRIL 22, 2013 MEETING	I 042213	4/22/2013	50.00
			APRIL 22, 2013 MEETING	001-093-611	50.00	
01-01136	CENTERPOINT ENERGY	107764	31762107: 03-01-13 - 04-02-13	I 201304252218	4/08/2013	172.63
			31762107: 03-01-13 - 04-02-13	001-160-630	172.63	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-01136	CENTERPOINT ENERGY	107765	31796030: 03-05-13 - 04-05-13 I 201304252219 31796030: 03-05-13 - 04-05-13 001-092-630		4/10/2013	28.44 28.44
01-01136	CENTERPOINT ENERGY	107766	30982987: 03-07-13 - 04-05-13 I 201304252220 30982987: 03-07-13 - 04-05-13 001-100-630		4/11/2013	14.94 14.94
01-01136	CENTERPOINT ENERGY	107767	31942477: 03-06-13 - 04-05-13 I 201304252221 31942477: 03-06-13 - 04-05-13 001-350-630		4/11/2013	169.61 169.61
01-12050	CENTRAL PIPE SUPPLY INC	107768	METER HEADS CREDIT/ 6" COMPOUND METER	C R85657 400-650-575	3/28/2013	906.00CR 906.00CR
01-12050	CENTRAL PIPE SUPPLY INC	107769	WATER PARTS TORSX DRIVER 6" HYDRANT ADPT. 8" MJ SLEEVE PVC CLEANER	I R83015 400-650-575 400-650-575 400-650-575 400-650-575	2/08/2013	843.30 84.00 439.40 163.30 156.60
01-12050	CENTRAL PIPE SUPPLY INC	107770	METER HEADS METER HEADS 5/8 METER HEADS 2" COMP METER HEADS 4" COMP METER HEADS 6" COMP	I R83038 400-650-575 400-650-575 400-650-575 400-650-575	2/08/2013	3,914.00 290.00 2,265.00 453.00 906.00
01-12050	CENTRAL PIPE SUPPLY INC	107771	WATER PARTS PERMA PATCH	I R83153 400-650-575	2/11/2013	2,625.00 2,625.00
01-12050	CENTRAL PIPE SUPPLY INC	107772	WATER PARTS 2" METER INDEX FREIGHT	I R84255 400-650-575 400-650-575	2/28/2013	770.56 760.00 10.56
01-12050	CENTRAL PIPE SUPPLY INC	107773	WATER METER WIRELESS 3/4 METER 1' WIRELESS METER 1" BRONZE BARE MTER	I R84531 400-650-575 400-650-575 400-650-575	3/08/2013	2,560.00 1,140.00 580.00 840.00
01-12050	CENTRAL PIPE SUPPLY INC	107774	WATER METER 1' WIRELESS METER	I R85549 400-650-575	3/27/2013	290.00 290.00
01-12050	CENTRAL PIPE SUPPLY INC	107775	WATER PARTS BARREL LOCK	I R86731 400-650-575	4/18/2013	260.00 260.00
01-12300	CERTIFIED LABORATORIES	107776	CEMICALS DIESEL MATE STING X	I 1057774 001-201-540 001-201-540	4/03/2013	618.00 346.00 272.00
01-13025	CINTAS CORPORATION LOC #2	107777	CREDIT FOR OVERPAID BALANCE CREDIT FOR OVERPAID BALANCE	C 10430664 001-201-535	1/29/2013	30.00CR 30.00CR
01-13025	CINTAS CORPORATION LOC #2	107778	FOLGERS FILTER PACK FOLGERS FILTER PACK	I 10436351 001-180-540	2/12/2013	101.97 101.97

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-13025	CINTAS CORPORATION LOC #2	107779	02148	I 10459101	4/09/2013	42.28
			02148	001-180-540	21.14	
			02148	400-650-540	21.14	
01-13025	CINTAS CORPORATION LOC #2	107780	02148	I 10461933	4/16/2013	42.28
			02148	001-180-540	21.14	
			02148	400-650-540	21.14	
01-13025	CINTAS CORPORATION LOC #2	107781	04052	I 10461934	4/16/2013	42.51
			04052	001-340-540	42.51	
01-13025	CINTAS CORPORATION LOC #2	107782	02147	I 10461935	4/16/2013	36.67
			02147	001-340-540	36.67	
01-13025	CINTAS CORPORATION LOC #2	107783	04450	I 10462074	4/16/2013	97.70
			04450	400-650-540	97.70	
01-13025	CINTAS CORPORATION LOC #2	107784	04448	I 10462075	4/16/2013	6.48
			04448	001-201-540	6.48	
01-13025	CINTAS CORPORATION LOC #2	107785	04448	I 10462076	4/16/2013	464.05
			04448	001-201-535	464.05	
01-13025	CINTAS CORPORATION LOC #2	107786	04450	I 10462077	4/16/2013	289.75
			04450	400-650-535	289.75	
01-13025	CINTAS CORPORATION LOC #2	107787	02148	I 10464722	4/23/2013	42.28
			02148	001-180-540	21.14	
			02148	400-650-540	21.14	
01-13025	CINTAS CORPORATION LOC #2	107788	04052	I 10464723	4/23/2013	42.51
			04052	001-340-540	42.51	
01-13025	CINTAS CORPORATION LOC #2	107789	02147	I 10464724	4/23/2013	36.67
			02147	001-340-540	36.67	
01-13025	CINTAS CORPORATION LOC #2	107790	04450	I 10464865	4/23/2013	189.78
			04450	400-650-540	189.78	
01-13025	CINTAS CORPORATION LOC #2	107791	04448	I 10464866	4/23/2013	6.48
			04448	001-201-540	6.48	
01-13025	CINTAS CORPORATION LOC #2	107792	04448	I 10464867	4/23/2013	429.28
			04448	001-201-535	429.28	
01-13025	CINTAS CORPORATION LOC #2	107793	04450	I 10464868	4/23/2013	291.40
			04450	400-650-535	291.40	
01-13200	CITY OF JACKSON	107794	MAY 2013 SEWAGE DISPOSAL	I 201304252213	4/25/2013	104,410.32
			MAY 2013 SEWAGE DISPOSAL	404-650-688	104,410.32	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-03276	CLARKE POWER SERVICE, INC	107795	FD-GENERATOR STATION3	I S108005055:01	4/18/2013	972.99
			ANTIFREEZE	001-160-635	63.92	
			HOSE CLAMP	001-160-635	1.60	
			RAD HOSE	001-160-635	20.28	
			HEATER HOSE	001-160-635	18.26	
			SIL HEATER HOSE	001-160-635	28.74	
			RAD HOSE	001-160-635	37.02	
			LINED CLAMP	001-160-635	17.04	
			CLAMP	001-160-635	5.94	
			LABOR	001-160-635	712.50	
			SHOP SUPPLIES	001-160-635	49.88	
			EPA CHARGE	001-160-635	17.81	
01-02440	COMCAST CABLE	107796	426510013: 04-19-13 - 05-18-1 I 201304252222		4/07/2013	74.90
			426510013: 04-19-13 - 05-18-1 001-201-604		74.90	
01-02440	COMCAST CABLE	107797	339213027: 04-28-13 - 05-27-13 I 201304252223		4/14/2013	209.90
			339213027: 04-28-13 - 05-27-13 001-020-604		6.99	
			339213027: 04-28-13 - 05-27-13 001-042-604		25.74	
			339213027: 04-28-13 - 05-27-13 001-080-604		2.33	
			339213027: 04-28-13 - 05-27-13 001-190-604		25.74	
			339213027: 04-28-13 - 05-27-13 001-201-604		9.32	
			339213027: 04-28-13 - 05-27-13 001-340-604		25.74	
			339213027: 04-28-13 - 05-27-13 400-650-604		114.04	
01-02440	COMCAST CABLE	107798	360909025: 04-28-13 - 05-27-13 I 201304252224		4/14/2013	74.90
			360909025: 04-28-13 - 05-27-13 001-340-604		74.90	
01-02440	COMCAST CABLE	107799	311421-01-0 05/01 - 05/31 I 201305022276		4/21/2013	74.90
			311421-01-0 05/01 - 05/31 001-160-604		74.90	
01-02440	COMCAST CABLE	107800	314941-01-5 05/01 - 05/31 I 201305022277		4/21/2013	204.90
			314941-01-5 05/01 - 05/31 001-100-604		204.90	
01-02440	COMCAST CABLE	107801	363920-01-0 05/01 - 05/31 I 201305022278		4/21/2013	211.90
			363920-01-0 05/01 - 05/31 001-160-604		211.90	
01-02440	COMCAST CABLE	107802	390552-01-8 05/01 - 05/31 I 201305022279		4/21/2013	74.90
			390552-01-8 05/01 - 05/31 001-160-604		74.90	
01-14550	COMFORT, STANLEY	107803	3GAMES@20.00: APRIL 8, 2013 I 201304252214		4/08/2013	60.00
			3GAMES@20.00: APRIL 8, 2013 001-340-690		60.00	
01-14550	COMFORT, STANLEY	107804	9GAMES@20.00: APRIL 15,16,18 I 201304252215		4/18/2013	180.00
			9GAMES@20.00: APRIL 15,16,18 001-340-690		180.00	
01-14550	COMFORT, STANLEY	107805	6GAMES@20.00: APRIL 22 & 25 I 201304262264		4/25/2013	120.00
			6GAMES@20.00: APRIL 22 & 25 001-340-690		120.00	
01-14825	COMMUNITY COFFEE COMPANY,	107806	COFFEE SERV APR 2013 I 11811311327		4/23/2013	336.70
			COFFEE REFILL PACKS 001-100-540		240.00	

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-14825	COMMUNITY COFFEE COMPANY,	107806	COFFEE SERV APR 2013	I 11811311327	4/23/2013	336.70
			CREAMER	001-100-540	54.00	CONT
			SUGAR	001-100-540	13.50	
			SWEETNER	001-100-540	21.00	
			STIR STIX	001-100-540	8.20	
01-15000	CONSOLIDATED PIPE & SUPPL	107807	MULLER MEGA CUT	I 0431334-000-000	4/02/2013	900.00
			MULLER MEGA CUT	400-650-730	900.00	
01-00429	COVINGTON SALES & SERVICE	107808	NOZZLE BITS	I 61426	3/27/2013	1,021.87
			1/2 TYPHOON NOZZLE	400-650-730	195.60	
			1/2 BUTTON NOZZLE	400-650-730	41.69	
			1/2 PEN NOZZLE	400-650-730	48.00	
			1/2 LANCE TIP NOZZLE	400-650-730	51.00	
			3/4 TYPHOON NOZZLE	400-650-730	268.50	
			3/4 RAD NOZZLE	400-650-730	65.00	
			3/4 ALU. SAND NOZZLE	400-650-730	170.00	
			3/4 ALJU GREASE NOZZ	400-650-730	148.95	
			FREIGHT	400-650-730	33.13	
01-02377	CRABTREE MANUFACTURING IN	107809	REPAIR CYLINDER	I 90259	4/04/2013	207.10
			REPAIR CYLINDER	001-201-635	207.10	
01-02296	D & W SYSTEMS SALES INC	107810	METER TEST	I 3390	4/12/2013	424.00
			METER TEST	400-650-576	299.00	
			FREIGHT	400-650-576	125.00	
01-01792	DAILY EQUIPMENT	107811	TRACTOR PARTS	I P15391	3/29/2013	679.88
			PACKING KITS	001-201-635	102.26	
			CYLINDER RAM	001-201-635	386.91	
			PISTON	001-201-635	160.71	
			FREIGHT	001-201-635	30.00	
01-17900	DEARING ADDRESSING & MAIL	107812	MAY EDITION OF SR. ADULT	I 23330	4/24/2013	323.74
			FOLDING BY HAND	001-340-620	44.57	
			TABBING WHITE TABS	001-340-620	68.14	
			APPLY POSTAGE PERMIT	001-340-620	12.69	
			PROCESSING FOR MAIL	001-340-620	64.58	
			POSTAGE CHARGES	001-340-620	133.76	
01-17965	DEEP SOUTH SPRING & BLADE	107813	REPLACE LEAF SPRING	I 034296	4/08/2013	200.00
			LEAF SPRING	001-201-632	200.00	
01-03638	DELTA DENTAL INSURANCE CO	107814	25-1536700000: MAY 2013	I BE000536868	5/01/2013	11,719.68
			25-1536700000: MAY 2013	001-010-480	269.90	
			25-1536700000: MAY 2013	001-020-480	242.91	
			25-1536700000: MAY 2013	001-040-480	188.93	
			25-1536700000: MAY 2013	001-040-480	56.99	
			25-1536700000: MAY 2013	001-040-480	26.99	
			25-1536700000: MAY 2013	001-092-480	53.98	
			25-1536700000: MAY 2013	001-040-480	26.99	
			25-1536700000: MAY 2013	001-100-480	2,132.21	

VENDOR		DOCKET		*-----INVOICE-----*			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT	
01-03638	DELTA DENTAL INSURANCE CO	107814	25-1536700000: MAY 2013	I BE000536868	5/01/2013	11,719.68	CONT
			25-1536700000: MAY 2013	001-100-480	1,619.40		
			25-1536700000: MAY 2013	001-160-480	26.99		
			25-1536700000: MAY 2013	001-160-480	242.91		
			25-1536700000: MAY 2013	001-180-480	863.68		
			25-1536700000: MAY 2013	001-201-480	350.87		
			25-1536700000: MAY 2013	001-340-480	107.96		
			25-1536700000: MAY 2013	005-101-480	26.99		
			25-1536700000: MAY 2013	400-650-480	755.72		
			25-1536700000: MAY 2013	404-650-480	26.99		
			25-1536700000: MAY 2013	001-000-170	4,105.77		
			25-1536700000: MAY 2013	005-000-170	145.12		
			25-1536700000: MAY 2013	400-000-170	448.38		
			25-1536700000: MAY 2013	404-000-170	0.00		
01-18475	DEPENDABLE PEST SERVICE I	107815	LIBRARY/POLICE - TERMITE	I 18658	4/08/2013	170.00	
			TERMITE - LIBRARY	001-350-637	170.00		
01-18475	DEPENDABLE PEST SERVICE I	107816	LIBRARY/POLICE - TERMITE	I 18661	4/09/2013	325.00	
			TERMITE - POLICE	001-100-637	325.00		
01-18605	DEVINEY EQUIPMENT	107817	CUTTING BLADES	I IV01374	4/03/2013	359.70	
			CUTTING BLADES	001-201-635	359.70		
01-01993	DEVINEY RENTAL AND SUPPLY	107818	PARTS	I IV38028	4/17/2013	33.99	
			DEFECTOR SHIELD	400-650-635	33.99		
01-18620	DICKERSON & BOWEN INC	107819	TONS OF ASPHALT	I 61592	3/30/2013	2,152.32	
			TONS OF ASPHALT	001-201-575	139.92		
			TONS OF ASPHALT	001-201-575	2,012.40		
01-19150	DIVE RESCUE INTERNATIONAL	107820	FD-LACES, BOOTS	I 164853	4/16/2013	157.15	
			LACES	001-160-540	72.00		
			ROCK BOOTS SZ 15	001-160-540	75.00		
			FREIGHT	001-160-540	10.15		
01-00542	ECO-SYSTEMS, INC	107821	02-23-13 - 03-29-13 SERVICES	I 00130201	3/29/2013	7,199.96	
			02-23-13 - 03-29-13 SERVICES	001-201-600	7,199.96		
01-03416	EXPERTS-EXCHANGE, LLC	107822	EXPERTS EXCHANGE-2 USERS	I 2013040048	4/17/2013	199.90	
			EXPERTS EXCHANGE-2 USERS	001-042-686	199.90		
01-23435	FLINT TRADING INC	107823	STRIPPING	I 155503	4/08/2013	187.92	
			4" THERMOPLASTIC	001-201-575	187.92		
01-23435	FLINT TRADING INC	107824	CURVED ARROWS/R AND LEFT	I 155511	4/08/2013	11,655.48	
			12" THERMO WH (90)	001-201-575	3,288.60		
			24" THERMO WH (90)	001-201-575	2,433.00		
			8" THERMO WH (90)	001-201-575	1,063.80		
			4" THERMO WH (90)	001-201-575	607.50		
			4" THERMO YW (90)	001-201-575	607.50		
			CURVED ARROW RIGHT	001-201-575	478.80		

VENDOR		DOCKET		*-----INVOICE-----*			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT	
01-23435	FLINT TRADING INC	107824	CURVED ARROWS/R AND LEFT	I 155511	4/08/2013	11,655.48	CONT
			CURVED ARROW LEFT	001-201-575		478.80	
			COMBO ARROW RIGHT	001-201-575		1,307.28	
			RXR SYMBOL	001-201-575		1,390.20	
01-23750	FORESTRY SUPPLIERS INC	107825	SUPPLIES	I 449860-00	4/18/2013	329.19	
			LITTER GITTER	001-201-540		52.50	
			FLASHLIGHT	001-201-540		30.00	
			13 RUBBER BOOT	001-201-540		59.90	
			SPRAYER	001-201-540		118.84	
			BACKPACK SPRAYER	001-201-540		67.95	
01-01194	FREDERICK'S SALE & SERVIC	107826	FD-REPAIR MOWER (3)	I 155218	4/05/2013	611.97	
			OIL	001-160-635		7.98	
			BLADE	001-160-635		30.76	
			CUTTER HOUSING	001-160-635		243.24	
			FOAM FILTER	001-160-635		2.79	
			PAPER FILTER	001-160-635		12.95	
			OIL FILTER	001-160-635		6.50	
			TRANS DRIVE BELT	001-160-635		16.45	
			TRANS DRIVE IDLER	001-160-635		18.87	
			DRIVE BELT	001-160-635		122.96	
			BLADE BELT	001-160-635		38.97	
			LABOR	001-160-635		100.50	
			SHOP SUPPLIES	001-160-635		10.00	
01-01867	FUELMAN OF MS-#127780	107827	127780: 04-01-13 - 04-07-13	I NP37692533	4/08/2013	2,195.28	
			127780: 04-01-13 - 04-07-13	001-201-525		1,079.66	
			127780: 04-01-13 - 04-07-13	400-650-525		1,115.62	
			127780: 04-01-13 - 04-07-13	404-650-525		0.00	
01-01867	FUELMAN OF MS-#127780	107828	127780: 04-08-13 - 04-14-13	I NP37734242	4/15/2013	2,097.60	
			127780: 04-08-13 - 04-14-13	001-201-525		1,177.39	
			127780: 04-08-13 - 04-14-13	400-650-525		920.21	
			127780: 04-08-13 - 04-14-13	404-650-525		0.00	
01-01868	FUELMAN OF MS-#127781	107829	127781: 04-08-13 - 04-14-13	I NP37734243	4/15/2013	663.46	
			127781: 04-08-13 - 04-14-13	001-160-525		663.46	
01-01868	FUELMAN OF MS-#127781	107830	127781: 04-15-13 - 04-21-13	I NP37783517	4/22/2013	672.02	
			127781: 04-15-13 - 04-21-13	001-160-525		672.02	
01-01869	FUELMAN OF MS-#127782	107831	127782: 04-08-13 - 04-14-13	I NP37734244	4/15/2013	212.08	
			127782: 04-08-13 - 04-14-13	001-180-525		212.08	
01-01869	FUELMAN OF MS-#127782	107832	127782: 04-15-13 - 04-21-13	I NP37783518	4/22/2013	128.46	
			127782: 04-15-13 - 04-21-13	001-180-525		128.46	
01-01870	FUELMAN OF MS-#127783	107833	127783: 04-08-13 - 04-14-13	I NP37734245	4/15/2013	4,767.07	
			127783: 04-08-13 - 04-14-13	001-100-525		4,767.07	
01-01870	FUELMAN OF MS-#127783	107834	127783: 04-15-13 - 04-21-13	I NP37783519	4/22/2013	4,815.70	

VENDOR		DOCKET	INVOICE			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-01870	FUELMAN OF MS-#127783	107834	127783: 04-15-13 - 04-21-13	I NP37783519	4/22/2013	4,815.70
			127783: 04-15-13 - 04-21-13	001-100-525	4,815.70	CONT
01-01871	FUELMAN OF MS-#127785	107835	127785: 04-08-13 - 04-14-13	I NP37734246	4/15/2013	119.72
			127785: 04-08-13 - 04-14-13	001-340-525	119.72	
01-01871	FUELMAN OF MS-#127785	107836	127785: 04-15-13 - 04-21-13	I NP37783520	4/22/2013	484.10
			127785: 04-15-13 - 04-21-13	001-340-525	484.10	
01-03958	GAMBRELL, BRITTANY	107837	3GAMES@10.00: APRIL 8, 2013	I 201304252225	4/08/2013	30.00
			3GAMES@10.00: APRIL 8, 2013	001-340-690	30.00	
01-03958	GAMBRELL, BRITTANY	107838	9GAMES@10.00: APRIL 15,16,18	I 201304252226	4/18/2013	90.00
			9GAMES@10.00: APRIL 15,16,18	001-340-690	90.00	
01-03958	GAMBRELL, BRITTANY	107839	6GAMES@10.00: APRIL 22 & 25	I 201304262265	4/25/2013	60.00
			6GAMES@10.00: APRIL 22 & 25	001-340-690	60.00	
01-04207	GARRETT JR., TONE S	107840	REMITTANCE OF BOND FEE	I 201304252233	4/16/2013	708.50
			REMITTANCE OF BOND FEE	001-000-107	20.00	
			REMITTANCE OF BOND FEE	001-000-330	638.50	
			REMITTANCE OF BOND FEE	005-000-333	50.00	
01-24935	GATEWAY TIRE & SERVICE CE	107841	10.00 X 16 TUBE	I IA00942964	3/28/2013	24.08
			10.00 X 16 TUBE	400-650-635	24.08	
01-24935	GATEWAY TIRE & SERVICE CE	107842	TIRES	I IA00945297	4/02/2013	503.37
			P245/70R17 TIRE	400-650-632	144.67	
			TIRE TAX	400-650-632	1.00	
			MOUNT	400-650-632	10.00	
			225/70R19.5 TIRE	400-650-632	341.20	
			TIRE TAX	400-650-632	1.00	
			DISPOSALS	400-650-632	4.00	
			VALVE STEM	400-650-632	1.50	
01-24935	GATEWAY TIRE & SERVICE CE	107843	TIRES FOR 340-1-66	I IA00957676	4/25/2013	281.12
			DEESTONE D901 TIRES	001-340-635	247.12	
			MOUNTING	001-340-635	30.00	
			TIRE TAX	001-340-635	4.00	
01-03882	GCR TIRE CENTERS	107844	11R/22.5 TIRE	I 638-27092	4/04/2013	386.00
			11R/22.5 TIRE	001-201-632	375.00	
			TIRE TAX	001-201-632	1.00	
			DISPOSAL	001-201-632	10.00	
01-02190	GILL, SHIRLEY	107845	APRIL 22, 2013 MEETING	I 042213	4/22/2013	50.00
			APRIL 22, 2013 MEETING	001-093-611	50.00	
01-04038	GILMORE TOWING & RECOVERY	107846	TOWING SERVICE FOR 340-1-	I 201304262261	4/16/2013	65.00
			TOWING SERVICE FOR 340-1-	001-340-540	65.00	
01-04208	GOVERO, ANNA GRACE	107847	3GAMES@10.00: APRIL 8, 2013	I 201304252227	4/08/2013	30.00

VENDOR		DOCKET		-----INVOICE-----			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT	
01-04208	GOVERO, ANNA GRACE	107847	3GAMES@10.00: APRIL 8, 2013	I 201304252227	4/08/2013	30.00	CONT
			3GAMES@10.00: APRIL 8, 2013	001-340-690		30.00	
01-04208	GOVERO, ANNA GRACE	107848	9GAMES@10.00: APRIL 15,16,18	I 201304252228	4/18/2013	90.00	
			9GAMES@10.00: APRIL 15,16,18	001-340-690		90.00	
01-04208	GOVERO, ANNA GRACE	107849	6GAMES@10.00: APRIL 22 & 25	I 201304262266	4/25/2013	60.00	
			6GAMES@10.00: APRIL 22 & 25	001-340-690		60.00	
01-04210	GOVERO, LUKE M.	107850	3GAMES@10.00: APRIL 8, 2013	I 201304252229	4/08/2013	30.00	
			3GAMES@10.00: APRIL 8, 2013	001-340-690		30.00	
01-04210	GOVERO, LUKE M.	107851	9GAMES@10.00: APRIL 15,16,18	I 201304252230	4/18/2013	90.00	
			9GAMES@10.00: APRIL 15,16,18	001-340-690		90.00	
01-04210	GOVERO, LUKE M.	107852	6GAMES@10.00: APRIL 22 & 25	I 201304262267	4/25/2013	60.00	
			6GAMES@10.00: APRIL 22 & 25	001-340-690		60.00	
01-26200	GRAINGER, W W INC	107853	2P547 SUMP PUMP	I 9105819529	4/02/2013	164.48	
			2P547 SUMP PUMP	400-650-575		164.48	
01-26350	GRAY-DANIELS FORD	107854	HORN ASSY.	I 438562GF	4/08/2013	83.17	
			HORN ASSY.	400-650-632		41.57	
			HORN ASSY.	400-650-632		41.60	
01-26350	GRAY-DANIELS FORD	107855	HORN ASSY.	I 438596GF	4/09/2013	624.71	
			HORN PAD	400-650-632		262.91	
			BRAKE BOOSTER	400-650-632		361.80	
01-01348	GREGORY, JAMES EDWIN III	107856	3GAMES@20.00: APRIL 8, 2013	I 201304252231	4/08/2013	60.00	
			3GAMES@20.00: APRIL 8, 2013	001-340-690		60.00	
01-01348	GREGORY, JAMES EDWIN III	107857	3GAMES@20.00: APRIL 15, 2013	I 201304252232	4/15/2013	60.00	
			3GAMES@20.00: APRIL 15, 2013	001-340-690		60.00	
01-01348	GREGORY, JAMES EDWIN III	107858	3GAMES@20.00: APRIL 22, 2013	I 201304262268	4/22/2013	60.00	
			3GAMES@20.00: APRIL 22, 2013	001-340-690		60.00	
01-03420	GULF STATES GOLF CARS	107859	BRAKE BLOCK FOR 340-1-90	I 1730	4/22/2013	14.42	
			BRAKE BLOCK	001-340-635		14.42	
01-02999	HALL, DAWN	107860	APRIL 22, 2013 MEETING	I 042213	4/22/2013	50.00	
			APRIL 22, 2013 MEETING	001-093-611		50.00	
01-27765	HARCROS CHEMICALS INC	107861	1 TON CHLORINE	I 770087988	3/28/2013	540.00	
			1 TON CHLORINE	400-650-575		540.00	
01-27765	HARCROS CHEMICALS INC	107862	1 TON CHLORINE	I 770087989	3/28/2013	540.00	
			1 TON CHLORINE	400-650-575		540.00	
01-27765	HARCROS CHEMICALS INC	107863	1 TON CHLORINE	I 770087990	3/28/2013	540.00	
			1 TON CHLORINE	400-650-575		540.00	

VENDOR			DOCKET		INVOICE		
NUMBER	NAME		NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-27765	HARCROS CHEMICALS INC		107864	1 TON CHLORINE	I 770087991	3/28/2013	540.00
				1 TON CHLORINE	400-650-575	540.00	
01-27765	HARCROS CHEMICALS INC		107865	1501b CHLORINE	I 770088143	4/12/2013	2,767.50
				1501b CHLORINE	400-650-575	1,035.00	
				SODIUM FLOURIDE	400-650-575	1,732.50	
01-27765	HARCROS CHEMICALS INC		107866	1501b CHLORINE	I 770088144	4/12/2013	236.25
				SODIUM FLUORIDE	400-650-575	236.25	
01-29250	HEDERMAN BROTHERS		107867	TITAN GLOSS DIGITAL STOCK	I 108639	3/31/2013	150.00
				TITAN GLOSS DIGITAL	001-180-540	150.00	
01-30000	HILLARD, MARVIN		107868	VACUUM LIFT STATION	I 201304112177	3/28/2013	1,055.00
				VACUUM LIFT STATION	400-650-576	675.00	
				HAUL OFF	400-650-576	380.00	
01-03681	HOLLYWOOD FEED, LLC		107869	DOG FOOD FOR CANON & BILL	I 2455660	4/09/2013	93.08
				DOG FOOD FOR CANON & BILL	001-100-540	93.08	
01-02770	HORIZON TALENT AGENCY INC		107870	BALLOON GLOW'S TALENT	I 201304122185	4/11/2013	1,000.00
				BALLOON GLOW'S TALENT	001-340-650	1,000.00	
01-02309	HOWARD WILSON		107871	HARMONIC BALANCER FOR	I 213347	4/17/2013	135.00
				HARMONIC BAL. DAMPE	001-340-632	135.00	
01-03853	HUTCHINGS, CHRISTOPHER LE		107872	APRIL 22, 2013 MEETING	I 042213	4/22/2013	50.00
				APRIL 22, 2013 MEETING	001-093-611	50.00	
01-00905	INTERSTATE ALL BATTERY CE		107873	FD-BATTERIES	I 1902501006704	4/17/2013	658.20
				9 VOLT BATTERIES	001-160-540	216.00	
				C BATTERIES	001-160-540	139.08	
				D BATTERIES	001-160-540	76.50	
				AA BATTERIES	001-160-540	151.08	
				AAA BATTERIES	001-160-540	75.54	
01-32675	INTERSTATE BATTERY SYSTEM		107874	BATTRIES	I 660667	4/08/2013	527.75
				C65 BATTERY	400-650-632	341.85	
				C78 BATTERY	400-650-632	185.90	
01-32675	INTERSTATE BATTERY SYSTEM		107875	BATTERY FOR 340-1-36	I 660705	4/10/2013	82.95
				BATTERY	001-340-632	82.95	
01-32675	INTERSTATE BATTERY SYSTEM		107876	FD-MOWER BATTERY	I 660742	4/12/2013	47.95
				MOWER BATTERY	001-160-635	47.95	
01-32675	INTERSTATE BATTERY SYSTEM		107877	FD-BATTERY FOR L1	I 660763	4/16/2013	118.90
				BATTERY FOR L1	001-160-632	105.95	
				INSTALL	001-160-632	12.95	
01-33050	IRBY, STUART C CO		107878	BOX 120V LAMPS	I S007458339.001	4/12/2013	189.78

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-33050	IRBY, STUART C CO	107878	BOX 120V LAMPS	I 5007458339.001	4/12/2013	189.78
			BOX 120V LAMPS RED	001-201-540	57.79	
			BOX 120V LAMPS WHITE	001-201-540	57.79	
			BOX 120V LAMPS GREEN	001-201-540	57.79	
			FREIGHT	001-201-540	16.41	
01-33385	JACKSON DATA PRODUCTS IN	107879	LEAVE REQUEST	I 0070857	4/23/2013	186.56
			LEAVE REQUEST	001-201-540	93.28	
			LEAVE REQUEST	400-650-540	93.28	
01-33385	JACKSON DATA PRODUCTS IN	107880	SCORE KEEPER-LINE UP CARD	I 0070869	4/24/2013	211.50
			SCORE KEEPER-LINE UP CARD	001-340-540	211.50	
01-33500	JACKSON ICE MACHINES	107881	FD-ICE MACHINE REPAIR	I 8184	4/15/2013	525.00
			FAN MOTOR	001-160-635	153.50	
			CYCLE CONTROL	001-160-635	96.50	
			MACHINE CLEANER	001-160-635	20.00	
			LABOR	001-160-635	255.00	
01-33800	JACKSON PAPER COMPANY	107882	PADS- FLOORS/COTTON MOP	I 831441	3/27/2013	14.36
			COTTON MOP	001-092-510	14.36	
01-33800	JACKSON PAPER COMPANY	107883	PADS- FLOORS/COTTON MOP	I 833226	4/04/2013	25.50
			PADS	001-092-510	25.50	
01-33800	JACKSON PAPER COMPANY	107884	FD-PAPER PRODUCTS	I 835874	4/18/2013	1,050.56
			CAN LINERS 38X58	001-160-540	386.00	
			PAPER TOWELS	001-160-540	422.16	
			TOILET TISSUE	001-160-540	242.40	
01-00265	JACKSON SAFE & LOCK CO	107885	REPAIR LOCKS, DUPLICATE K	I 10596	4/11/2013	890.50
			DULICATE KEYS	001-340-540	57.50	
			DUPLICATE KEYS	001-340-540	48.00	
			REPAIR LOCKS	001-340-637	70.00	
			INSTALL SIMPLEX LOCK	001-340-637	650.00	
			SERVICE CALL	001-340-637	65.00	
01-00782	JOHN DEERE LANDSCAPES	107886	FLOWERS FOR FREEDOM,	I 64308432	4/18/2013	4,544.13
			LOROPETALUM&GARDENIA	001-340-575	118.40	
			TRACHELOSPERMUM&LIRI	001-340-575	180.60	
			LIRIOPE M BIG BLUE	001-340-575	78.75	
			ILEX C CARISSA	001-340-575	21.00	
			HEMEROCALLIS X STELL	001-340-575	225.00	
			ROSA X SUNNY KNOCK O	001-340-575	150.00	
			ILEX X FOSTER HOLLY	001-340-575	252.00	
			FIRE POWER NANDINA	001-340-575	48.00	
			AZALEA-PINK,G.G. GEB	001-340-575	195.00	
			13FT. VAN ADJUSTABLE	001-340-575	18.78	
			I-25 ULTRA ROTOR 50-	001-340-575	683.30	
			1X12 UNITED SWING JO	001-340-575	475.00	
			ATRAZINE 0.92 20-0-2	001-340-575	52.00	
			SENECIO & IMPATIENS	001-340-575	94.50	

VENDOR		DOCKET		*-----INVOICE-----*			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT	
01-00782	JOHN DEERE LANDSCAPES	107886	FLOWERS FOR FREEDOM, LANTANA & SALVIA CALENDULA 606 MARIGO PALLIDA, SOLENOSTEMON	I 64308432 001-340-575 001-340-575 001-340-575	4/18/2013 246.50 597.00 1,108.30	4,544.13	CONT
01-34785	JOHNSON LAWN & OUTDOOR EQ	107887	MOWER PARTS SPINDAL ASSY. BLADES	I 151113 001-201-635 001-201-635	3/28/2013 308.04 88.38	396.42	
01-34785	JOHNSON LAWN & OUTDOOR EQ	107888	FD WEEDEATER REPAIR FILTER AIR FILTER SPARK PLUG HANDLE FUEL LINE LABOR DISPOSAL FEE WEEDEATER LINE	I 151477 001-160-635 001-160-635 001-160-635 001-160-635 001-160-635 001-160-635 001-160-635 001-160-635	4/05/2013 2.35 2.34 3.70 15.00 6.00 56.25 5.00 37.99	128.63	
01-03705	JWH EQUIPMENT LLC	107889	PARTS REAR VIEW MIRROR FREIGHT	I 1J04194 400-650-635 400-650-635	4/17/2013 41.70 6.80	48.50	
01-00973	KIMBALL MIDWEST	107890	SHOP SUPPLIES #28 ROSE CLAMP BUTT CONNECTOR GLASS CLEANER BLUE PAINT BLACK PAINT STRAPS 20" STRAPS 31" STRAPS 41"	I 2903047 400-650-540 400-650-540 400-650-540 400-650-540 400-650-540 400-650-540 400-650-540 400-650-540	3/29/2013 7.90 25.75 64.32 93.48 158.16 5.56 7.56 11.96	374.69	
01-37100	LAKELAND YARD & GARDEN	107891	TOP SOIL TOP SOIL	I 64084 400-650-575	4/18/2013 242.91	242.91	
01-02334	LATHAM, RITA	107892	APRIL 2013 SERVICES APRIL 2013 SERVICES	I 201304252235 001-340-690	4/25/2013 240.00	240.00	
01-02576	LINCOLN NATIONAL LIFE INS	107893	502251: MAY 2013 502251: MAY 2013 502251: MAY 2013 502251: MAY 2013 502251: MAY 2013 502251: MAY 2013 502251: MAY 2013 502251: MAY 2013 502251: MAY 2013 502251: MAY 2013 502251: MAY 2013 502251: MAY 2013	I 201304252234 001-010-480 001-020-480 001-040-480 001-040-480 001-092-480 001-040-480 001-100-480 001-160-480 001-180-480 001-201-480 001-340-480 005-101-480	4/25/2013 125.43 43.47 135.13 23.00 27.54 22.05 1,073.70 927.40 195.77 416.09 211.89 151.54	3,743.55	

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-02576	LINCOLN NATIONAL LIFE INS	107893	502251: MAY 2013	I 201304252234	4/25/2013	3,743.55
			502251: MAY 2013	400-650-480	372.82	CONT
			502251: MAY 2013	404-650-480	17.72	
01-02664	LONDON FOG, INC	107894	CHOKE SOLENOID	I 11521	4/18/2013	107.47
			CHOKE SOLENOID	001-201-635	91.47	
			FREIGHT	001-201-635	16.00	
01-02031	LOWE'S BUSINESS ACCOUNT	107895	FD-STA 3 CEILING TILES	I 14074	4/10/2013	146.43
			CEDAR BOARDS	001-160-637	14.34	
			CEILING TILES	001-160-637	125.84	
			SCREWS	001-160-637	6.25	
01-02031	LOWE'S BUSINESS ACCOUNT	107896	FD-AIR TRAILER SUPPLIES	I 14094	4/23/2013	104.53
			ROOFING COMPOUND	001-160-635	79.80	
			SCREWS	001-160-635	5.30	
			DEGREASER	001-160-635	3.32	
			ROLLER KIT	001-160-635	12.33	
			WIPING CLOTHS	001-160-635	3.78	
01-02031	LOWE'S BUSINESS ACCOUNT	107897	LOWE'S BUSINESS ACCOUNT	I 14602	4/12/2013	284.79
			SECURITY BOX	001-340-540	113.94	
			FISKARS LOPPER	001-340-540	33.23	
			CORONA LOPPER	001-340-540	28.48	
			IMPACT GLOVES	001-340-540	56.94	
			PADDED GLOVES	001-340-540	23.72	
			32 GAL GARBAGE CAN	001-340-540	28.48	
01-02031	LOWE'S BUSINESS ACCOUNT	107898	TOOLS	I 14680	4/18/2013	25.03
			1/4 IN NUT DRIVER	001-160-540	9.38	
			ALLEN BIT SET	001-160-540	9.46	
			BOX CUTTER	001-160-540	2.79	
			1/16 PIN PUNCH	001-160-540	3.40	
01-02372	MAC'S FRESH MARKET	107899	CWC LUNCH - MARCH 2013	I 201304102174	3/28/2013	252.45
			CWC LUNCH - MARCH	001-201-540	252.45	
01-41150	MADISON COUNTY BOARD OF S	107900	2012-2013 PARKWAY BONDS	I 201304252236	4/16/2013	117,932.00
			2012-2013 PARKWAY BONDS	200-450-859	10,982.00	
			2012-2013 PARKWAY BONDS	200-450-858	106,950.00	
01-41000	MADISON COUNTY JOURNAL	107901	MARTINEZ DV	I 300012043	4/30/2013	101.04
			MARTINEZ DV	001-180-615	101.04	
01-41000	MADISON COUNTY JOURNAL	107902	SEALED PROPOSALS	I 300012053	4/30/2013	34.38
			SEALED PROPOSALS	001-201-615	34.38	
01-03554	MADISON SOUTH RUBBISH LAN	107903	DUMP FEE	I 6270	4/05/2013	132.00
			DUMP FEE 12 CUBIC	003-220-682	120.00	
			HOST FEE	003-220-682	6.00	
			ENVIRONMENTAL FEE	003-220-682	6.00	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-03554	MADISON SOUTH RUBBISH LAN	107904	DUMP FEE	I 6293	4/12/2013	231.00
			DUMP FEE 12 CUBIC	003-220-682	180.00	
			DUMP FEE 6 CUBIC	003-220-682	30.00	
			HOST FEE	003-220-682	10.50	
			ENVIRONMENTAL FEE	003-220-682	10.50	
01-03488	MAILFINANCE	107905	02-17-13 - 05-13-13 LEASE PAYM I	N3925988	4/14/2013	468.48
			02-17-13 - 05-13-13 LEASE PAYM	001-040-635	468.48	
01-03880	MALONE, DOUGLAS	107906	APRIL 22, 2013 MEETING	I 042213	4/22/2013	50.00
			APRIL 22, 2013 MEETING	001-093-611	50.00	
01-42310	MARS MARKETING PROMOTIONA	107907	SHIRTS FOR KIDFEST 2013	I 29672	4/17/2013	1,160.15
			M- XL SHIRTS	001-340-650	806.55	
			XXL SHIRTS	001-340-650	199.60	
			SCREENS	001-340-650	105.00	
			SHIPPING	001-340-650	49.00	
01-42480	MARTINSON'S GARDEN WORKS	107908	BAILS OF STRAW	I 16441	4/10/2013	65.00
			BAILS OF STRAW	001-201-540	65.00	
01-42885	MCGRAW RENTAL AND SUPPLY	107909	TORCH STRIKERS	I 276359.1.1	4/01/2013	6.72
			TORCH STRIKERS	001-201-540	6.72	
01-42885	MCGRAW RENTAL AND SUPPLY	107910	SAND BAGS	I 277121.1.1	4/08/2013	129.30
			SAND BAGS	001-201-540	129.30	
01-42885	MCGRAW RENTAL AND SUPPLY	107911	PROPANE REFILL	I 278234.1.1	4/16/2013	70.40
			PROPANE REFILL	001-201-540	70.40	
01-01279	MCLENDON, DANIEL	107912	3GAMES@20.00: APRIL 8, 2013	I 201304252237	4/08/2013	60.00
			3GAMES@20.00: APRIL 8, 2013	001-340-690	60.00	
01-01279	MCLENDON, DANIEL	107913	9GAMES@20.00: APRIL 15,16,18	I 201304252238	4/18/2013	180.00
			9GAMES@20.00: APRIL 15,16,18	001-340-690	180.00	
01-01279	MCLENDON, DANIEL	107914	6GAMES@20.00: APRIL 22 & 25	I 201304262269	4/25/2013	120.00
			6GAMES@20.00: APRIL 22 & 25	001-340-690	120.00	
01-42975	MEL LUNA SAW COMPANY	107915	SAWS AND WEEDEATERS	I 77922	4/01/2013	2,234.00
			REDMAX BLOWER	001-201-730	395.00	
			CHAIN SAW	001-201-730	175.00	
			WEEDEATER	001-201-730	825.00	
			POLESAW	001-201-730	525.00	
			SAW TOOLS	001-201-730	19.00	
			STIHL EDGER	001-201-730	295.00	
01-42975	MEL LUNA SAW COMPANY	107916	WEEDEATER STRAPS	I 77932	4/03/2013	17.85
			WEEDEATER STRAPS	001-201-635	17.85	
01-44250	MID-SOUTH UNIFORM & SUPPL	107917	FD-HONOR GUARD JACKET	I 497335	4/24/2013	179.55

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-44250	MID-SOUTH UNIFORM & SUPPL	107917	FD-HONOR GUARD JACKET HONOR GUARD JACKET	I 497335 001-160-535	4/24/2013 179.55	179.55 CONT
01-03250	MISS ANIMAL RESCUE LEAGUE	107918	SHELTER FEES/JAN FEB MAR SHELTER FEE JAN 13 SHELTER FEES FEB 13 SHELTER FEESMAR 13	I 201304122183 001-100-604 001-100-604 001-100-604	4/09/2013 204.00 312.00 156.00	672.00
01-00837	MISS CHEMICAL SUPPLY INC	107919	ROUND UP ROUND UP MSMA ROUND UP	I 20822 001-201-540 001-201-540 400-650-540	4/10/2013 1,548.75 1,549.50 1,548.75	4,647.00
01-00837	MISS CHEMICAL SUPPLY INC	107920	CHEMICAL'S FOOD GRADE WELL OIL ODORINE SEWER SOLVEN	I 21563 400-650-575 400-650-575	3/27/2013 2,999.50 1,597.50	4,597.00
01-45800	MISS ENGINE COMPANY	107921	PARTS GROMET& FILTER	I 683715 400-650-635	3/14/2013 25.85	25.85
01-45800	MISS ENGINE COMPANY	107922	PARTS HOUSING ASSY. INTAKE HOSE	I 683716 400-650-635 400-650-635	3/14/2013 23.60 13.51	37.11
01-45800	MISS ENGINE COMPANY	107923	PARTS FUEL LINE	I 683722 400-650-635	3/14/2013 2.00	2.00
01-47200	MISS RECREATION PARK ASSN	107924	MEMBERSHIP RENEWAL FOR MEMBERSHIP RENEWAL FOR	I 201304232197 001-340-686	4/22/2013 60.00	60.00
01-00055	MISS RECYCLING COALITION	107925	MEMBERSHIP RENEWAL MEMBERSHIP RENEWAL	I 13040461 001-201-686	4/09/2013 50.00	50.00
01-47700	MISS STATE FIRE ACADEMY	107926	FIRE INSPECTOR FIRE INSPECTOR FF INT RESCUE SURVIV	I 20628 001-160-681 001-160-681	4/11/2013 750.00 340.00	1,090.00
01-47890	MISS TENT AND PARTY RENTA	107927	TENTS FOR KIDFEST 40 X 60 POLE TENT 20 X 40 FRAME TENT 20 X 20 FRAME TENT 10 X 20 FRAME TENT 10 X 10 FRAME TENT FT OF SIDEWALK PANEL BLACK FOLDING CHAIR 8 FT. BANQUET TABLE DELIVERY/TRANS	I 008142 001-340-650 001-340-650 001-340-650 001-340-650 001-340-650 001-340-650 001-340-650 001-340-650 001-340-650	4/12/2013 3,750.00 712.50 412.50 1,200.00 1,800.00 735.00 212.50 480.00 180.00	9,482.50
01-04202	MOSQUITO PRODUCTS LLC	107928	MOSQUITO SPRAY MOSQUITO SPRAY	I 253 001-250-544	4/09/2013 23,220.00	23,220.00
01-49850	MURRAY MUD JACKING SERVIC	107929	FD-REPAIR DRIVE @ ST. 2	I 201304252198	4/23/2013	3,864.00

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-49850	MURRAY MUD JACKING SERVIC	107929	FD-REPAIR DRIVE & ST. 2	I 201304252198	4/23/2013	3,864.00
			LABOR	001-160-637		3,600.00
			DIRT	001-160-637		48.00
			CEMENT	001-160-637		216.00
01-50900	NATIONAL ALLIANCE FOR YOU	107930	SPORTS EQUIPMENT & UNIFOR	I 23409	3/29/2013	735.00
			BASEBALL KITS	001-340-545		540.00
			T-SHIRTS	001-340-545		135.00
			BASEBALL MANUAL	001-340-545		60.00
01-03852	NORMAN, WILLIAM	107931	9GAMES@20.00: APRIL 15,16,18	I 201304252239	4/18/2013	180.00
			9GAMES@20.00: APRIL 15,16,18	001-340-690		180.00
01-03852	NORMAN, WILLIAM	107932	6GAMES@20.00: APRIL 22 & 25	I 201304262270	4/25/2013	120.00
			6GAMES@20.00: APRIL 22 & 25	001-340-690		120.00
01-02854	NORTHEAST TREE SERVICE	107933	CUT DOWN TREE	I 201304262260	4/22/2013	800.00
			CUT DOWN TREE	001-201-604		800.00
01-01133	O'REILLY AUTO PARTS	107934	FD-DEUCE 8 PARTS	I 381198	4/12/2013	21.92
			COPPER SEALS	001-160-632		14.98
			LIGHT	001-160-632		3.59
			LICENSE BRACKET	001-160-632		3.35
01-01133	O'REILLY AUTO PARTS	107935	FD-OIL	I 382614	4/23/2013	67.98
			OIL	001-160-525		45.99
			OIL	001-160-525		21.99
01-03722	OFFICE NETWORKX	107936	SHIPPING & COPY PAPER	I 53388	4/16/2013	155.23
			HAM-10462-0 11X17 PA	001-340-500		69.50
			HAM-162008 81/2X11 P	001-340-500		75.42
			SHIPPING COST UPS	001-340-540		10.31
01-53715	OFFICE PRODUCTS PLUS INC	107937	CREDIT FOR RETURN	C 6614486-0	8/02/2012	19.82CR
			CREDIT FOR RETURN	001-180-500		19.82CR
01-53715	OFFICE PRODUCTS PLUS INC	107938	FOLDERS FOR COURT SERVICE	I 647310-0	4/22/2013	750.14
			3" HANGING FOLDERS	001-100-500		134.94
			FOLDERS 1/3 TAB	001-100-500		415.40
			FOLDERS 1/5 CUT	001-100-500		199.80
01-53715	OFFICE PRODUCTS PLUS INC	107939	OFFICE SUPPLIES	I 647641-0	4/24/2013	138.12
			BINDERS	001-180-500		105.84
			MARKERS	001-180-500		19.29
			MARKERS	001-180-500		12.99
01-04017	OZBORN COMMUNICATIONS, LL	107940	RADIO INSTALL P-291	I 17416	4/11/2013	221.00
			INSTALL HB RADIO/ANT	001-100-632		125.00
			VHF ROOF MNT ANT	001-100-632		58.00
			MOUNT/CABLE	001-100-632		21.00
			CCONNECTOR, MUHF	001-100-632		3.50
			POWER PIGTAIL	001-100-632		13.50

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-04209	PENDER, TERRY	107941	3GAMES@20.00: APRIL 8, 2013	I 201304252241	4/08/2013	60.00
			3GAMES@20.00: APRIL 8, 2013	001-340-690	60.00	
01-04209	PENDER, TERRY	107942	3GAMES@20.00: APRIL 15, 2013	I 201304252242	4/15/2013	60.00
			3GAMES@20.00: APRIL 15, 2013	001-340-690	60.00	
01-55100	PENN, MARK	107943	ADV TRAV: 05-14-13 - 05-16-13	I 201304252240	3/08/2013	366.19
			ADV TRAV: 05-14-13 - 05-16-13	001-100-610	366.19	
01-00593	PERFIT INC	107944	APRIL 2013 SERVICES	I 201304252244	4/25/2013	450.00
			APRIL 2013 SERVICES	001-340-690	450.00	
01-02175	PHILLIPS BARK PROCESSING	107945	HARDWOOD MULCH FOR	I 98286	4/23/2013	1,330.00
			HARDWOOD MULCH	001-340-575	1,080.00	
			FREIGHT	001-340-575	250.00	
01-03279	PNC EQUIPMENT FINANCE	107946	LEASE EQUIPMENT	I 4389293	4/08/2013	3,707.04
			LEASE EQUIPMENT	001-340-604	3,707.04	
01-57350	PRASSEL LUMBER COMPANY IN	107947	CONCRETE MIX	I 687505	3/28/2013	294.00
			CONCRETE MIX	001-201-540	294.00	
01-57350	PRASSEL LUMBER COMPANY IN	107948	CLEAR SILICONE	I 689937	4/22/2013	16.26
			CLEAR SILICONE	400-650-540	16.26	
01-03738	PROFESSIONAL GLASS INC	107949	REPAIR DOOR GLASS	I 11966	1/09/2013	30.51
			REPAIR DOOR GLASS	400-650-632	30.51	
01-04197	PRYOR, ANGELA M	107950	APRIL 2013 SERVICES	I 201304252245	4/25/2013	70.00
			APRIL 2013 SERVICES	001-340-690	70.00	
01-01834	PUBLIC EMPLOYEES' RETIREM	107951	CONTRIBUTION MATCH FOR	I 201304252243	4/23/2013	10,255.15
			CONTRIBUTION MATCH FOR	001-100-460	10,255.15	
01-58400	PUCKETT MACHINERY COMPANY	107952	HYDRAULIC LINE	I P00C5796935	4/16/2013	39.66
			HYDRAULIC LINE	400-650-635	39.66	
01-58450	PYLE, MILLS, & DYE, P.A.	107953	SERVICES AS OF 04/26/13	I 201305022280	4/29/2013	22,310.54
			SERVICES AS OF 04/26/13	001-180-601	12,094.11	
			SERVICES AS OF 04/26/13	001-010-601	150.00	
			SERVICES AS OF 04/26/13	001-060-601	2,681.37	
			SERVICES AS OF 04/26/13	001-100-601	630.00	
			SERVICES AS OF 04/26/13	001-201-601	1,870.06	
			SERVICES AS OF 04/26/13	362-601-601	1,965.00	
			SERVICES AS OF 04/26/13	371-601-601	360.00	
			SERVICES AS OF 04/26/13	392-601-601	330.00	
			SERVICES AS OF 04/26/13	393-601-601	1,320.00	
			SERVICES AS OF 04/26/13	400-650-601	363.00	
			SERVICES AS OF 04/26/13	400-650-760	132.00	
			SERVICES AS OF 04/26/13	400-650-760	390.00	
			SERVICES AS OF 04/26/13	465-650-601	25.00	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-58550	QUALITY CHEMICAL & SUPPLY	107954	CUPS FOR TOURNAMENTS, 15 CASES OF CUPS	I 159107 001-340-540	4/12/2013 1,239.00	1,239.00
01-59160	RAINBOW RACING SYSTEM INC	107955	RACE NUMBERS, PINS & LOGO RACE NUMBERS BOXES OF PINS LOGO SHIPPING	I 228085 001-340-650 001-340-650 001-340-650 001-340-650	3/29/2013 156.00 24.00 10.00 14.52	204.52
01-60375	RESERVOIR ANIMAL HOSPITAL	107956	EXAM FOR BIKKEL & CANON EXAM FOR BIKKEL	I 201304162186 001-100-604	3/20/2013 256.50	256.50
01-60375	RESERVOIR ANIMAL HOSPITAL	107957	EXAM FOR BIKKEL & CANON VISIT FOR CANON	I 201304162187 001-100-604	3/26/2013 59.30	59.30
01-60375	RESERVOIR ANIMAL HOSPITAL	107958	EXAM FOR BIKKEL & CANON BOARDING & BATH	I 201304162188 001-100-604	3/29/2013 52.50	52.50
01-60825	RICK'S PRO TRUCK & AUTO A	107959	RPD GRAPHICS UNMARKED GRAPHICS UNMARKED	I 10570 001-100-632	4/09/2013 450.00	450.00
01-00649	RIDGELAND SERVICE CENTER	107960	TIRES FOR P-262 TIRES FOR P-262 FRONT END ALIGNMENT COMPUTER BALANCE TIRE DISPOSAL FEE	I 176397 001-100-632 001-100-632 001-100-632 001-100-632	4/18/2013 449.04 79.95 43.80 12.00	584.79
01-00649	RIDGELAND SERVICE CENTER	107961	TIRES FOR P-262 SPARES TIRES REPLACE COMPUTER BALANCE TIRE DISPOSAL FEE	I 176398 001-100-632 001-100-632 001-100-632	4/18/2013 336.78 32.85 9.00	378.63
01-00649	RIDGELAND SERVICE CENTER	107962	TIRE FOR P-291 TIRE FOR P-291 COMPUTER BALANCE TIRE DISPOSAL FEE SHOP FEE	I 176419 001-100-632 001-100-632 001-100-632 001-100-632	4/19/2013 112.27 10.95 3.00 1.00	127.22
01-02496	RJ YOUNG COMPANY	107963	RJ YOUNG COMPANY RJ YOUNG COMPANY RJ YOUNG COMPANY RJ YOUNG COMPANY RJ YOUNG COMPANY RJ YOUNG COMPANY RJ YOUNG COMPANY RJ YOUNG COMPANY	I 335999 001-010-635 001-020-635 001-040-635 001-080-635 001-100-635 001-160-635 001-180-635 400-650-635	4/29/2013 597.57 1.73 86.72 1.73 1,304.49 805.57 32.47 301.72	3,132.00
01-03804	ROBERSON, SUSAN	107964	3GAMES@10.00: APRIL 8, 2013 3GAMES@10.00: APRIL 8, 2013	I 201304252247 001-340-690	4/08/2013 30.00	30.00

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*	NUMBER	DATE	AMOUNT
01-03804	ROBERSON, SUSAN	107965	9GAMES@10.00: APRIL 15,16,18	I 201304252248		4/18/2013	90.00
			9GAMES@10.00: APRIL 15,16,18	001-340-690		90.00	
01-03804	ROBERSON, SUSAN	107966	6GAMES@10.00: APRIL 22 & 25	I 201304262271		4/25/2013	60.00
			6GAMES@10.00: APRIL 22 & 25	001-340-690		60.00	
01-01424	ROBERSON, WILLIAM E	107967	3GAMES@20.00: APRIL 16, 2013	I 201304252249		4/16/2013	60.00
			3GAMES@20.00: APRIL 16, 2013	001-340-690		60.00	
01-01424	ROBERSON, WILLIAM E	107968	6GAMES@20.00: APRIL 22 & 25	I 201304262272		4/25/2013	120.00
			6GAMES@20.00: APRIL 22 & 25	001-340-690		120.00	
01-04211	ROSS, GWEN	107969	APRIL 22, 2013 MEETING	I 042213		4/22/2013	50.00
			APRIL 22, 2013 MEETING	001-093-611		50.00	
01-04212	RUDD, JASON	107970	ADV TRAV: 05-20-13 - 05-23-13	I 201304252246		4/24/2013	489.98
			ADV TRAV: 05-20-13 - 05-23-13	001-100-610		489.98	
01-03489	RUSH AND COMPANY INC	107971	FD-TRANSMISSION	I 1549		4/11/2013	1,632.00
			BRGS & SEALS	001-160-632		185.00	
			2ND GEAR M/S	001-160-632		250.00	
			3RD GEAR M/S	001-160-632		230.00	
			REV GEAR	001-160-632		265.00	
			STEEL CLUTCH PLATES	001-160-632		252.00	
			LABOR	001-160-632		450.00	
01-64167	SHEFFIELD RENTALS INC	107972	15 PORTABLE TOILETS,	I A-528719		4/10/2013	650.00
			TOILETS&HANDWASHING	001-340-650		650.00	
01-64300	SHERWIN WILLIAMS	107973	FD-SPRAY PAINT (HYDRANTS)	I 0030-9		4/09/2013	1,807.08
			SPRAY PAINT	001-160-540		1,665.84	
			SHIPPING	001-160-540		141.24	
01-64600	SIGNS FIRST	107974	VINYLED 4-MIL COROPLAST	I 136029		4/09/2013	1,956.20
			VINYLED 4-MIL COROPLAST	001-340-540		1,581.20	
			WHITE COROPLAST DBL.	001-340-540		375.00	
01-64600	SIGNS FIRST	107975	SIGNS FOR KIDFEST 2013	I 136147		4/09/2013	31.27
			VINYL LETTERING	001-340-650		20.02	
			INSTALL	001-340-650		11.25	
01-03716	SMITH, JAMES E.	107976	3GAMES@20.00: APRIL 8, 2013	I 201304252250		4/08/2013	60.00
			3GAMES@20.00: APRIL 8, 2013	001-340-690		60.00	
01-03716	SMITH, JAMES E.	107977	9GAMES@20.00: APRIL 15,16,18	I 201304252251		4/18/2013	180.00
			9GAMES@20.00: APRIL 15,16,18	001-340-690		180.00	
01-03716	SMITH, JAMES E.	107978	6GAMES@20.00: APRIL 22 & 25	I 201304262273		4/25/2013	120.00
			6GAMES@20.00: APRIL 22 & 25	001-340-690		120.00	
01-03526	SNAP-ON TOOLS	107979	REBUILD IMPACT WRENCH.	I 144523		4/17/2013	129.25

VENDOR		DOCKET	*-----INVOICE-----*			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-03526	SNAP-ON TOOLS	107979	REBUILD IMPACT WRENCH. PRY BAR REBUILD IMPACT WRENCH.	I 144523 400-650-540 400-650-635	4/17/2013 31.25 98.00	129.25 CONT
01-65950	SOUTHERN ADMINISTRATORS	107980	COMPANY 106: MAY 2013 COMPANY 106: MAY 2013 COMPANY 106: MAY 2013 COMPANY 106: MAY 2013 COMPANY 106: MAY 2013 COMPANY 106: MAY 2013 COMPANY 106: MAY 2013 COMPANY 106: MAY 2013 COMPANY 106: MAY 2013 COMPANY 106: MAY 2013 COMPANY 106: MAY 2013 COMPANY 106: MAY 2013	I 1304042310600000 001-010-481 001-020-481 001-040-481 001-092-481 001-040-481 001-100-481 001-160-481 001-180-481 001-201-481 001-340-481 005-101-481 400-650-481	4/23/2013 19.50 26.00 19.50 6.50 6.50 143.00 117.00 29.25 55.25 32.50 9.75 55.25	520.00
01-65975	SOUTHERN ATHLETIC FIELDS	107981	MULE MIX FIELD CONDITIONE MULE MIX FIELD CONDITIONE	I 31897 001-340-575	4/09/2013 800.00	800.00
01-00247	SOUTHERN REGIONAL PUBLIC	107982	BASIC CLASS 2013-02 (3) BASIC CLASS 2013-02	I 155 001-100-681	4/22/2013 9,000.00	9,000.00
01-68050	STATE CHEMICAL MANUFACTUR	107983	FD-CLEANING SUPPLIES LAUNDRY DETERGENT	I 96212755 001-160-510	4/12/2013 101.70	101.70
01-68050	STATE CHEMICAL MANUFACTUR	107984	SUPPLIES FRAGRANCE PACK'S HAND SOAP ODOR BEADS	I 96213917 400-650-540 400-650-540 400-650-540	4/12/2013 203.40 117.90 191.70	513.00
01-68050	STATE CHEMICAL MANUFACTUR	107985	FD-CLEANING SUPPLIES ALL PURPOSE CLEANER	I 96213920 001-160-510	4/12/2013 23.85	23.85
01-68250	STATE TREASURER FUND: 371	107986	ANALYTICAL FEES ANALYTICAL FEES	I IN71113CL0001300 001-100-604	4/10/2013 700.00	700.00
01-69095	SULLIVAN ELECTRIC	107987	LABOR WORK DONE @ WOLCOTT PARKING LOT LIGHTS LIGHTS ON QUAD LIGHTING& RECPT.@FRP LAMP @BALLIS @WOLCOT REWORK 2 SCOREBOARDS	I 872631 001-340-604 001-340-604 001-340-604 001-340-604 001-340-604	4/25/2013 405.00 630.00 990.00 1,260.00 450.00	3,735.00
01-69155	SUNBELT FIRE APPARATUS IN	107988	FD-GLOVES, HOODS, HELMETS GLOVES HOODS FREIGHT	I 76677 001-160-536 001-160-536 001-160-536	1/08/2013 621.00 504.00 12.50	1,137.50
01-69155	SUNBELT FIRE APPARATUS IN	107989	FD-GLOVES, HOODS, HELMETS GLOVES	I 76680 001-160-536	4/17/2013 207.00	783.88

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-69155	SUNBELT FIRE APPARATUS IN	107989	FD-GLOVES, HOODS, HELMETS	I 76680	4/17/2013	783.88
			HELMETS	001-160-536	550.00	
			FREIGHT	001-160-536	26.88	
01-69155	SUNBELT FIRE APPARATUS IN	107990	GLOBE TURNOUT JACKET/PANT	I 77805	4/16/2013	6,938.70
			GLOBE GKCEL JACKET	001-160-536	4,151.75	
			GLOBE GKCEL TROUSERS	001-160-536	2,786.95	
01-69155	SUNBELT FIRE APPARATUS IN	107991	20 - 50' SCTS OF 3" HOSE	I 78221	4/05/2013	3,360.20
			50' SECTIONS OF 3" HOS	001-160-540	3,260.20	
			SHIPPING	001-160-540	100.00	
01-69155	SUNBELT FIRE APPARATUS IN	107992	FD-5PT SAFETY VESTS	I 78509	4/10/2013	289.50
			5PT SAFETY VESTS	001-160-540	289.50	
01-69155	SUNBELT FIRE APPARATUS IN	107993	FD-ENGINE 2 WHEEL REPAIR	I 78732	4/22/2013	646.81
			WHEEL SIMULATOR	001-160-632	613.21	
			SHIPPING	001-160-632	17.88	
			BULB	001-160-632	15.72	
01-00845	SUNCOAST INFRASTRUCTURE I	107994	TV SEWER LINE	I 1103	4/10/2013	2,200.00
			TV SEWER LINE	404-650-576	2,200.00	
01-70350	TEMPLE INC	107995	ASTRO SIGN BEAL	I INV0120420	4/08/2013	940.00
			ASTRO SIGN BEAL	001-201-685	940.00	
01-03419	THINKWEBSTORE.COM	107996	WEBSITE SERVICES	I 2574	4/08/2013	3,300.00
			WEBSITE SERVICES	001-093-604	3,300.00	
01-04213	THOMSON REUTERS - WEST	107997	MS CODE BOOKS	I 827056354	4/04/2013	674.00
			MS CODE V-3-4A	001-100-604	168.50	
			MS CODE V4 T13	001-100-604	168.50	
			MS CODE V3A T11	001-100-604	168.50	
			MS CODE V4A T15	001-100-604	168.50	
01-04074	TLO, LLC	107998	ACCT:44061 JAN 2013 SERVICES	I 201304252252	2/01/2013	204.75
			ACCT:44061 JAN 2013 SERVICES	001-100-604	204.75	
01-04074	TLO, LLC	107999	ACCT 44061: FEBRUARY 2013	I 201304252253	3/01/2013	202.25
			ACCT 44061: FEBRUARY 2013	001-100-604	202.25	
01-04074	TLO, LLC	108000	ACCT# 44061: MARCH 2013 SERVI	I 201304252254	4/01/2013	204.50
			ACCT# 44061: MARCH 2013 SERVI	001-100-604	204.50	
01-00449	TOMPKINS, RONNIE	108001	ACT TRAV: 04-22-13 - 04-25-13	I 201304252255	4/19/2013	220.17
			ACT TRAV: 04-22-13 - 04-25-13	001-201-610	220.17	
01-02852	TRANSAMERICA LIFE INSURAN	108002	0B232: APRIL 2013	I TWM000039250097849	4/25/2013	212.61
			0B232: APRIL 2013	001-000-171	129.22	
			0B232: APRIL 2013	400-000-171	83.39	
01-01571	TRI-STATE TRUCK CENTER	108003	PARTS	I FI45435	4/08/2013	25.80

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-01571	TRI-STATE TRUCK CENTER	108003	PARTS	I FI45435	4/08/2013	25.80
			CLUTCH PEDAL PAD	001-201-632	6.11	
			HOOD STRAP	001-201-632	19.69	
01-02422	TURNER, DARLENE	108004	APRIL 22, 2013 MEETING	I 042213	4/22/2013	50.00
			APRIL 22, 2013 MEETING	001-093-611	50.00	
01-02393	TYLER TECHNOLOGIES	108005	UTILITY BILLING FEES	I 025-66386	3/31/2013	2,648.00
			UTILITY BILLING FEES	400-650-604	2,648.00	
01-03890	U.S. BANK EQUIPMENT FINAN	108006	520-0291085-001 PUB WORKS	I 227572336	4/26/2013	689.68
			520-0291085-001 PUB WORKS	400-650-635	689.68	
01-03890	U.S. BANK EQUIPMENT FINAN	108007	520-0000561-000	I 227572518	4/26/2013	33.93
			520-0000561-000	001-100-635	33.93	
01-03710	UNION AUTO PARTS	108008	PARTS	I 7450541	4/04/2013	98.17
			BOLT	400-650-632	37.29	
			CRANK SENSOR	400-650-632	60.88	
01-03710	UNION AUTO PARTS	108009	DOOR HANDLE P-270	I 7456365	4/09/2013	13.82
			DOOR HANDLE P-270	001-100-632	13.82	
01-03710	UNION AUTO PARTS	108010	MANAFOLD HOSE FOR P-273	I 7458187	4/10/2013	66.38
			MANAFOLD HOSE FOR P-273	001-100-632	66.38	
01-03710	UNION AUTO PARTS	108011	PARTS	I 7463999	4/15/2013	109.88
			REGULATOR MOTOR	400-650-632	109.88	
01-03710	UNION AUTO PARTS	108012	PARTS	I 7465532	4/16/2013	361.62
			ALTERNATOR	001-201-632	191.36	
			A/C COMPRESSOR	400-650-632	170.26	
01-03710	UNION AUTO PARTS	108013	PARTS	I 7467701	4/17/2013	53.31
			BRAKE PADS	400-650-632	53.31	
01-03710	UNION AUTO PARTS	108014	BRAKE PADS FOR P-280	I 7467938	4/17/2013	30.21
			BRAKE PADS FOR P-280	001-100-632	30.21	
01-03710	UNION AUTO PARTS	108015	PARTS	I 7469276	4/18/2013	118.62
			CAM SENSOR	400-650-632	20.41	
			DRIVE BOLT	400-650-632	42.13	
			AC BELT	400-650-632	16.28	
			AC TENSIONER	400-650-632	39.80	
01-02739	VERTIGO SOUND AND LIGHTIN	108016	EQUIPMENT DELIVERED	I 7325	4/23/2013	1,100.00
			EQUIPMENT DELIVERED	001-340-650	1,100.00	
01-75100	WAGGONER ENGINEERING, INC	108017	W012044.000	I 29219	3/31/2013	11,976.46
			W012044.000	465-655-600	11,976.46	
01-75100	WAGGONER ENGINEERING, INC	108018	C007067.000	I 29236	3/31/2013	646.68

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-75100	WAGGONER ENGINEERING, INC	108018	C007067.000	I 29236	3/31/2013	646.68
			C007067.000	001-094-600	29.78	
			C007067.000	392-601-600	616.90	
01-75450	WALMART	108019	KIDFEST 2013	I 00384	4/18/2013	212.03
			COKE	001-340-540	6.48	
			BREAD	001-340-540	25.42	
			PRODUCE	001-340-540	8.95	
			CONDIMENTS	001-340-540	18.06	
			VARIETY MEATS	001-340-540	120.92	
			MULTIPACK CHIPS	001-340-540	25.92	
			COFFEE	001-340-540	6.28	
01-75450	WALMART	108020	SR. ADULT SUPPLIES	I 01111A	4/24/2013	92.59
			FILE BOX	001-340-540	9.47	
			DUMBELL 5LBS.	001-340-540	56.70	
			CREAMER	001-340-650	15.04	
			SWEET N LOW	001-340-650	7.96	
			SUGAR	001-340-650	3.42	
01-75450	WALMART	108021	WALMART	I 01326	4/19/2013	372.13
			BLENDER	001-160-540	24.94	
			SUGAR	001-160-540	10.26	
			COFFEE	001-160-540	35.52	
			CREAMER	001-160-540	10.96	
			FEBREZE	001-160-540	9.94	
			AIR FRESENER	001-160-540	0.97	
			BLEACH	001-160-540	28.00	
			PALMOLIVE	001-160-540	11.88	
			RADIAL BRUSH	001-160-540	2.37	
			JD MACHINE CLEANER	001-160-540	3.57	
			MEASURING CUP	001-160-540	3.77	
			COFFEE FILTERS	001-160-540	1.29	
			COLANDER	001-160-540	5.97	
			BAKEWARE	001-160-540	14.97	
			DAWN	001-160-540	22.56	
			PINE CLEANER	001-160-540	22.35	
			CLOROX CLEANUP	001-160-540	17.88	
			LYSOL	001-160-540	31.84	
			CLOROX WIPES	001-160-540	9.97	
			PLEDGE	001-160-540	3.47	
			SHREDDER	001-160-540	38.97	
			CUTTING BOARD	001-160-540	9.97	
			CUTLERY	001-160-540	9.00	
			DUCT TAPE	001-160-540	3.47	
			PENS	001-160-540	8.48	
			BOWLS	001-160-540	21.80	
			SPONGE	001-160-540	7.97	
01-75450	WALMART	108022	FD-VACUUM, SHREDDER, ANT	I 01498A	4/16/2013	378.50
			WATER	001-160-540	3.98	
			VACUUM CLEANER	001-160-540	174.88	

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-75450	WALMART	108022	FD-VACUUM, SHREDDER, ANT	I 01498A	4/16/2013	378.50
			ANT BLOCK	001-160-540	83.82	CONT
			WASP SPRAY	001-160-540	22.50	
			WEED KILLER	001-160-540	54.35	
			SHREDDER	001-160-540	38.97	
01-75450	WALMART	108023	FD-COFFEE, GATORADE, ETC	I 01957	4/24/2013	185.90
			COFFEE	001-160-540	35.52	
			COFFEE	001-160-540	21.84	
			COFFEE	001-160-540	10.00	
			CREAMER	001-160-540	9.96	
			CREAMER	001-160-540	5.34	
			GATORADE	001-160-540	8.48	
			DRINK MIX	001-160-540	3.48	
			IBUPROFEN	001-160-540	4.00	
			DUFFEL BAGS	001-160-540	84.00	
			CREAMER	001-160-540	3.28	
01-75450	WALMART	108024	WALMART	I 03631	4/03/2013	120.32
			WATER	001-160-540	3.98	
			GATORADE	001-160-540	11.96	
			DRINK MIX	001-160-540	3.48	
			FRUIT BARS	001-160-540	4.50	
			POP TARTS	001-160-540	7.00	
			CRACKERS	001-160-540	7.74	
			LYSOL	001-160-540	7.96	
			LAUNDRY DETERGENT	001-160-540	5.97	
			LAUNDRY DETERGENT	001-160-540	9.97	
			COFFEE	001-160-540	35.92	
			COFFEE	001-160-540	21.84	
01-75450	WALMART	108025	WASP SPRAY/DIAL SOAP/409	I 04990	4/09/2013	81.97
			DIAL SOAP	001-092-510	7.84	
			409 CLEANER	001-092-510	9.52	
			WINDEX	001-092-510	12.35	
			LYSOL SPRAY	001-092-510	47.76	
			WASP SPRAY	001-092-540	4.50	
01-75450	WALMART	108026	SUPPLIES	I 05691	4/04/2013	131.88
			INK REFILL	001-201-540	105.94	
			ALEVE	001-201-540	17.97	
			ADVIL	001-201-540	7.97	
01-75450	WALMART	108027	JANITORIAL SUPPLIES	I 07444	4/11/2013	67.59
			TOILET BRUSH W/CADD	001-100-540	7.96	
			DISINFECTING WIPES	001-100-540	8.97	
			AIR FRESHENER	001-100-540	9.80	
			BATHROOM CLEANER	001-100-540	7.76	
			ARMOR ALL	001-100-540	14.54	
			BLEACH WHITE	001-100-540	13.92	
			DISHWASHING LIQUID	001-100-540	4.64	

VENDOR		DOCKET		INVOICE		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-75450	WALMART	108028	SUPPLIES FOR KIDFEST	I 09053	4/11/2013	139.70
			STORAGE CONTAINER	001-340-650	11.76	
			STORAGE CONTAINER	001-340-650	15.52	
			STICKERS	001-340-650	11.82	
			FELT STICKERS	001-340-650	5.94	
			FOAM STICKERS	001-340-650	16.62	
			MARKERS	001-340-650	9.88	
			CRAYONS	001-340-650	13.94	
			MARKERS	001-340-650	41.76	
			SUNSCREEN	001-340-650	4.98	
			SUNSCREEN	001-340-650	7.48	
01-75450	WALMART	108029	SUPPLIES	I 09075	4/11/2013	56.18
			STORAGE TAPE	400-650-540	19.94	
			8PK LIGHT BULBS	400-650-540	16.94	
			WRITING PADS	400-650-540	5.54	
			PAD CASE	400-650-540	13.76	
01-75450	WALMART	108030	KIDFEST 2013	I 09402	4/12/2013	283.88
			CONDIMENTS/SEASONING	001-340-540	51.28	
			FOIL/PANS	001-340-540	55.74	
			COFFEE	001-340-540	12.56	
			STRAINER	001-340-540	4.97	
			SQUARE PATH	001-340-540	4.48	
			SKWRS	001-340-540	0.97	
			BEANS	001-340-540	20.12	
			DRINKS	001-340-540	14.74	
			COOKIES	001-340-540	6.72	
			SUGAR	001-340-540	7.16	
			POTATO SALAD	001-340-540	9.96	
			PRKY SQUEEZE	001-340-540	3.56	
			ROLL	001-340-540	11.92	
			PLATES/BOWLS	001-340-650	25.82	
			VARIETY MEATS	001-340-650	53.88	
01-75450	WALMART	108031	OFFICE SUPPLIES	I 09966	4/15/2013	98.96
			3 X 3 POST IT NOTES	001-201-500	4.97	
			CREAMER	001-201-540	3.78	
			BUNN FILTERS	001-201-540	1.47	
			MAXWELL HOUSE COFFEE	001-201-540	29.12	
			24 PK NESTLE WATERS	001-201-540	3.48	
			6 OZ COFFEE CUPS	001-201-540	4.90	
			5 STAR NOTEBOOK	400-650-500	11.36	
			TOWER FAN	400-650-540	39.88	
01-75900	WASTE MANAGEMENT OF MS	108032	MARCH 2013 SERVICES	I 0001314-1894-9	4/01/2013	26,560.06
			MARCH 2013 SERVICES	003-220-683	26,560.06	
01-75900	WASTE MANAGEMENT OF MS	108033	FEBRUARY 2013	I 001223-1894-2	3/01/2013	1,453.78
			FEBRUARY 2013	003-220-683	1,453.78	

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-04201	WOODFOREST NATIONAL BANK	108034	SUBPOENA SERVICE	I 201304232196	4/12/2013	25.75
			SUBPOENA PROCESSING	001-100-604	22.00	
			PAGE FEE	001-100-604	3.75	
01-77885	WORLD CLASS ATHLETIC SURF	108035	WORLD CLASS PREMIUM WHITE	I 36846	4/11/2013	1,780.00
			FIELD MARKING PAINT	001-340-575	1,680.00	
			FREIGHT	001-340-575	100.00	
01-03528	WRIGHT, MICHAEL R	108036	3GAMES@20.00: APRIL 8, 2013	I 201304252256	4/08/2013	60.00
			3GAMES@20.00: APRIL 8, 2013	001-340-690	60.00	
01-03528	WRIGHT, MICHAEL R	108037	6GAMES@20.00: APRIL 16 & 18	I 201304252257	4/18/2013	120.00
			6GAMES@20.00: APRIL 16 & 18	001-340-690	120.00	
01-03528	WRIGHT, MICHAEL R	108038	3GAMES@20.00: APRIL 25, 2013	I 201304262274	4/25/2013	60.00
			3GAMES@20.00: APRIL 25, 2013	001-340-690	60.00	
01-02983	YELVERTON CONSULTING, LLC	108039	MAY 2013 CONSULTANT FEE	I 201304262259	4/30/2013	3,000.00
			MAY 2013 CONSULTANT FEE	001-020-604	3,000.00	
01-78450	ZEE MEDICAL SERVICE CO	108040	SAFETY SUPPLIES	I 0101078427	4/16/2013	163.94
			REFILL 1ST AID CABIN	001-201-540	42.27	
			SAFETY GLASSES	400-650-540	54.00	
			DUST MASK	400-650-540	12.99	
			EAR PLUGS	400-650-540	24.99	
			COUGH DROPS	400-650-540	9.25	
			ANTACID	400-650-540	15.15	
			STING RELIEF	400-650-540	5.29	
01-78450	ZEE MEDICAL SERVICE CO	108041	ALEVE/PEPTO	I 0101078428	4/16/2013	39.15
			ALEVE	001-040-540	24.60	
			PEPTO	001-040-540	14.55	

					TOTAL =	568,919.60

FUND TOTALS		
FUND	NAME	TOTAL
001	GENERAL FUND	257,107.36
003	SANITATION	29,376.84
005	COURT SERVICES FEE FUND	493.86
200	G. O. BOND FUND	117,932.00
362	M-R INTERCHANGE CONCTR RD	1,965.00
371	LAKE HARB RECON 51 TO NP	360.00
392	CRAFT CENTER PARKING LOT	946.90
393	2011 5.7 MIL BOND ISSUE	1,320.00
400	PUBLIC UTILITIES FUND	41,750.55
404	EMCRS OPERATION & MAINT	106,665.63
465	LIVINGSTN RD WTR IMP CDBG	12,001.46
TOTALS FOR ALL FUNDS =		568,919.60

DEPT: ALL

PAYROLL NO#: 01

April 19, 2013

*** GRAND TOTALS ***

-----EARNINGS-----			-----BENE/REIMB-----		-----DEDUCTIONS-----			-----TAXES-----				
DESC	HRS	AMOUNT	DESC	AMOUNT	CD	ABBV	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
SAL	1,256.00	44,644.72	VEH	174.00	AFA	AFACC	873.02		FED W/H	362,862.20	36,562.05	
SMON	0.00	21,481.53			AFC	AFCAN	854.64		ST WH MS	362,862.20	11,568.00	
REG	19,118.00	304,129.95			AFH	AFHOS	254.05		FICA	401,186.54	24,873.62	24873.62
RETRO	0.00	411.20			AFS	AFSPE	236.89		MEDI	401,186.54	5,817.29	5817.29
R/O	6.50	114.91			ANN	ANUTY	1112.50					
O/T	749.00	15,342.89			B11	BKRUP	106.00					
CE	23.26	0.00			B12	BKRUP	596.00					
CMPRG	8.00	0.00			B15	BKRUP	138.00					
COMP	74.50	1,373.73			C01	CHSUP	162.50					
SICK	780.25	14,183.18			C16	CHSUP	83.50					
VAC	529.25	9,650.70			C18	CHSUP	172.00					
HOL	444.75	6,903.08			C19	CHSUP	130.50					
FNRL	56.00	1,019.20			C21	CHSUP	95.00					
MLT	66.00	945.21			C27	CHSUP	92.00					
PARAM	0.00	923.08			C28	CHSUP	216.50					
SHIFT	0.00	575.00			C32	CHSUP	225.00					
YMCA	0.00	45.00			C33	CHSUP	25.00					
TRAFF	0.00	1,521.52			C35	CHSUP	91.50					
TASKE	25.00	717.00			C39	CHSUP	152.50					
TASKE	17.00	593.47			C40	CHSUP	237.50					
					C41	CHSUP	97.50					
					C42	CHSUP	147.50					
					C43	CHSUP	130.00					
					C44	CHSUP	332.50					
					CAF	ADMFE	116.25	136.40				
					CCF	CANCE	106.31					
					CFM	CFM	9.00	10.50				
					CHC	CHCAR	1371.86					
					CO5	CHSUP	310.00					
					CRU	CRUN	7244.19					
					DCF	DENCE	2178.92	1174.50				
					DCM	DCM	269.19	161.94				
					DEN	DENTL	17.04	2238.10				
					DMO	DMO		26.99				
					G54	TAXLE	37.50					
					G63	GARNI	116.06					
					G80	GARNI	219.03					
					G86	GARNI	215.87					
					G88	GARNI	68.11					
					G90	GARNI	532.50					
					G92	GARNI	151.24					
					G93	GARNI	104.16					
					HCF	HTHCF	12581.30	10680.15				
					HCM	HCM	1471.24	1643.10				

DEPT: ALL

PAYROLL NO#: 01

** (CONTINUED) **

DATE	ORG	FN	ACCOUNT	CODE/RATE	HOURLY RATE	HOURS	AMOUNT	PROJECT
				HLT	HEALTH	287.41	30725.97	
				HMO	HMO		328.62	
				LIF	LIFE	89.64	1409.80	
				MDF	YMCA	590.00		
				MDI	YMCA	45.00		
				RET	RET	37211.84	59370.08	
				UNR	UNREM	3432.05		
TOTALS: 23,153.51 424,575.37					174.00	75337.81	107906.15	78,820.96 30690.91

-----DEPARTMENT RECAP-----

DEPT NO#	GROSS	REGULAR	OVERTIME	LEAVE	OTHER	BENEFITS	DEDUCTIONS	TAXES	NET
001-010	17,277.66	16,670.74	0.00	606.92	0.00	0.00	2,303.99	2,883.27	12,090.40
001-020	15,243.07	14,601.07	0.00	642.00	0.00	0.00	3,941.24	2,079.78	9,222.05
001-040	20,770.74	18,453.20	918.47	1,399.07	0.00	0.00	3,171.99	4,182.65	13,416.10
001-092	2,763.20	2,598.16	0.00	165.04	0.00	0.00	639.99	445.41	1,677.80
001-093	1,728.75	788.31	0.00	940.44	0.00	0.00	323.01	281.09	1,124.65
001-100	126,581.25	105,999.55	4,472.19	12,702.52	3,406.99	0.00	21,291.83	23,448.86	81,840.56
001-160	99,052.38	82,043.64	8,122.85	7,962.81	923.08	0.00	19,116.67	19,193.21	60,742.50
001-180	19,455.30	18,043.52	0.00	1,310.88	100.90	0.00	4,866.62	3,600.82	10,987.86
001-201	44,625.62	41,305.00	31.80	3,174.22	12.60	102.00	7,564.02	8,002.55	28,957.05
001-340	29,953.79	26,549.31	1,797.58	1,464.40	142.50	0.00	3,554.05	5,828.65	20,571.09
005-101	8,512.00	8,299.20	0.00	0.00	212.80	0.00	1,222.03	1,525.89	5,764.08
400-650	36,962.74	33,203.90	0.00	3,628.99	57.85	72.00	7,178.31	6,911.37	22,801.06
404-650	1,822.87	1,700.60	0.00	77.81	44.46	0.00	164.06	437.41	1,221.40

TOTALS	424,749.37	370,256.20	15,342.89	34,075.10	4,901.18	174.00	75,337.81	78,820.96	270,416.60

REGULAR INPUT: 284

MANUAL INPUT: 0

CHECK STUB COUNT: 9

DIRECT DEPOSIT STUB COUNT: 276

PACKET: 11099 Regular Payments

VENDOR SET: 01

BANK : PYBK PAYROLL RELATED DISB

April 2013 month end payments

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00010	STATE TAX COMMISSION							
	I-T2 201304022065	STATE TAX WITHHOLDING	D	4/26/2013		11,309.00CR	000000	
	I-T2 201304162190	STATE TAX WITHHOLDING	D	4/26/2013		11,568.00CR	000000	22,877.00
00011	GOVT EMPL DEFERRED COMP P							
	I-ANN201304022065	ANNUITY	D	4/26/2013		1,112.50CR	000000	
	I-ANN201304162190	ANNUITY	D	4/26/2013		1,112.50CR	000000	2,225.00
00029	CITY OF RIDGELAND PAYROLL							
	I-RET201304022065	RETIREMENT	D	4/26/2013		93,246.14CR	000000	
	I-RET201304162190	RETIREMENT	D	4/26/2013		96,581.92CR	000000	189,828.06
00027	MISS DEPT OF HUMAN SERVICE							
	I-CO5201304022065	VARIOUS CHILD SUPP MONTHLY	R	4/26/2013		310.00CR	107741	
	I-CO5201304162190	VARIOUS CHILD SUPP MONTHLY	R	4/26/2013		310.00CR	107741	620.00
04097	SIMPSON LAW FIRM, P.A.							
	I-G88201304022065	C THOMPSON NO. 587-58-3879	R	4/26/2013		135.84CR	107742	
	I-G88201304162190	C THOMPSON NO. 587-58-3879	R	4/26/2013		68.11CR	107742	203.95

* * T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	2	0.00	823.95	823.95
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	0.00	214,930.06	214,930.06
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	5	0.00	215,754.01	215,754.01

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 11099 Regular Payments

VENDOR SET: 01

BANK : PYBK PAYROLL RELATED DISB

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
001	4/2013	190,107.80CR
005	4/2013	4,111.21CR
400	4/2013	20,577.34CR
404	4/2013	957.66CR
ALL		215,754.01CR

DEPT: ALL

PAYROLL NO#: 01

*** G R A N D T O T A L S ***

-----EARNINGS-----			----BENF/REIMB----		-----DEDUCTIONS-----				-----TAXES-----			
DESC	HRS	AMOUNT	DESC	AMOUNT	CD	ABBV	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
SAL	1,146.00	40,971.66	VEH	174.00	AFA	AFACC	831.20		FED W/H	359,186.50	37,298.86	
SMON	0.00	8,188.34			AFC	AFCAN	818.94		ST WH MS	359,186.50	11,774.00	
REG	19,935.00	316,696.39			AFH	AFHOS	254.05		FICA	397,140.43	24,622.72	24622.72
RETRO	0.00	485.66			AFS	AFSPE	231.68		MEDI	397,140.43	5,758.63	5758.63
R/O	8.50	183.56			ANN	ANUTY	1362.50					
O/T	487.50	8,842.85			B11	BKRUP	106.00					
CE	92.63	0.00			B12	BKRUP	596.00					
CMPRG	5.75	0.00			B15	BKRUP	138.00					
COMP	98.75	1,840.43			C01	CHSUP	162.50					
SICK	657.00	12,104.46			C16	CHSUP	83.50					
VAC	757.50	13,637.46			C18	CHSUP	172.00					
HOL	532.00	9,931.38			C19	CHSUP	130.50					
FNRL	32.00	559.28			C21	CHSUP	95.00					
MLT	9.00	128.97			C27	CHSUP	92.00					
PARAM	0.00	923.08			C28	CHSUP	216.50					
SHIFT	0.00	550.00			C32	CHSUP	225.00					
TRAFF	0.00	2,002.00			C33	CHSUP	25.00					
TASKF	49.00	1,405.32			C35	CHSUP	91.50					
					C39	CHSUP	152.50					
					C40	CHSUP	237.50					
					C41	CHSUP	97.50					
					C42	CHSUP	147.50					
					C43	CHSUP	130.00					
					C44	CHSUP	332.50					
					CAF	ADMFE	114.00	134.64				
					CCF	CANCF	106.31					
					CHC	CHCAR	1371.86					
					C05	CHSUP	310.00					
					CRU	CRUN	7244.19					
					DCF	DENCF	2178.92	1174.50				
					DEN	DENTL	17.04	2157.10				
					G54	TAXLE	37.50					
					G63	GARNI	156.83					
					G80	GARNI	219.03					
					G86	GARNI	247.02					
					G88	GARNI	157.20					
					G90	GARNI	532.50					
					G92	GARNI	147.98					
					G93	GARNI	96.53-					
					G94	GARNI	2.28					
					G95	TAXLE	580.41					
					HCF	HTHCF	12581.30	10680.15				
					HLT	HELTH	287.41	29575.80				
					LIF	LIFE	79.68	1303.80				

DEPT: ALL

PAYROLL NO#: 01

** (CONTINUED) **

DATE	ORG FN	ACCOUNT	CODE/RATE	HOURLY RATE	HOURS	AMOUNT	PROJECT
				RET RET	36591.43	58176.01	
				UNR UNREM	3227.83		
TOTALS: 23,810.63		418,450.84		174.00	72823.56	103202.00	79,454.21 30381.35

-----DEPARTMENT RECAP-----

DEPT NO#	GROSS	REGULAR	OVERTIME	LEAVE	OTHER	BENEFITS	DEDUCTIONS	TAXES	NET
001-010	13,731.40	12,105.04	0.00	1,626.36	0.00	0.00	1,866.83	2,321.48	9,543.09
001-020	4,907.84	4,753.76	0.00	154.08	0.00	0.00	775.65	1,098.20	3,033.99
001-040	19,869.13	18,610.34	197.33	1,061.46	0.00	0.00	3,094.26	3,965.21	12,809.66
001-092	2,763.20	2,721.94	0.00	41.26	0.00	0.00	639.99	445.41	1,677.80
001-093	1,922.37	1,659.60	0.00	262.77	0.00	0.00	340.43	330.34	1,251.60
001-100	130,332.88	110,849.12	2,198.03	13,211.91	4,073.82	0.00	22,035.07	24,365.03	83,932.78
001-160	96,189.42	87,278.32	0.00	7,908.10	1,003.00	0.00	18,800.01	18,624.30	58,765.11
001-180	19,354.41	17,427.25	0.00	1,927.16	0.00	0.00	4,800.56	3,580.12	10,973.73
001-201	47,087.52	38,535.76	690.10	7,582.86	176.80	102.00	7,780.67	8,646.76	30,558.09
001-340	33,717.42	28,108.50	4,157.32	1,339.16	112.44	0.00	3,571.89	6,755.48	23,390.05
005-101	8,299.20	8,299.20	0.00	0.00	0.00	0.00	1,143.87	1,470.57	5,684.76
400-650	37,768.54	33,806.96	774.78	3,009.05	105.75	72.00	7,732.99	7,113.88	22,849.67
404-650	2,681.51	1,700.60	825.29	77.81	77.81	0.00	241.34	737.43	1,702.74
=====									
TOTALS	418,624.84	365,856.39	8,842.85	38,201.98	5,549.62	174.00	72,823.56	79,454.21	266,173.07
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REGULAR INPUT: 275 MANUAL INPUT: 0 CHECK STUB COUNT: 8 DIRECT DEPOSIT STUB COUNT: 268