

**MEETING OF THE
MAYOR AND BOARD OF ALDERMAN OF THE
CITY OF RIDGELAND, MISSISSIPPI
June 4, 2019
6:00 PM**

INVOCATION

PLEDGE OF ALLEGIANCE

CONSIDERATION OF MINUTES FROM PRIOR BOARD MEETING

May 21, 2019

CONSIDERATION OF MINUTES FROM PRIOR WORK SESSION

May 20, 2019

1. AGENDA ITEMS

- a) RESOLUTION AUTHORIZING THE SIGNING AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT FOR THE SALE OF THE NOT TO EXCEED NINETEEN MILLION NINE HUNDRED SIXTY THOUSAND DOLLARS (\$19,960,000) GENERAL OBLIGATION BONDS, SERIES 2019 (THE "BONDS") OF THE CITY OF RIDGELAND, MISSISSIPPI AND APPROVING AND AUTHORIZING THE FORM OF, EXECUTION OF AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING TO THE BONDS
- b) RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF RIDGELAND, MISSISSIPPI (THE "CITY"), TO ISSUE GENERAL OBLIGATION BONDS, SERIES 2019 OF THE CITY (THE "BONDS") IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED NINETEEN MILLION NINE HUNDRED SIXTY THOUSAND DOLLARS (\$19,960,000) TO RAISE MONEY FOR THE PURPOSE OF FINANCING CERTAIN CAPITAL PROJECTS AND IMPROVEMENTS
- c) Go Cup Ordinance - Northpark Mall
- d) Approve Special Event Permit for Township of Colony Park and Kerioth Corporation - Movies in the Park

2. CONSENT ITEMS

- a) Preliminary Plat and Covenants for Colony Court Office Park
- b) Approve Final Plat and Covenants for Colony Court Office Park subject to the condition that the Covenants cannot be amended without Mayor and Board of Aldermen approval until such time the Association assumes the enforcement authority over the Covenants
- c) Authorize the Advertisement for Bids for City Hall at City Center

- d) Check Deposit/Budget Amendment - Wal-Mart Grant
- e) Approve Special Event Permit for Mississippi Race Management - Ella Strong Triathlon
- f) Approve Pitney Bowes Rental Agreement for Ridgeland Police Department
- g) Declare Surplus Property for the Ridgeland Police Department
- h) Approve Special Contract Investigator Contract between the Ridgeland Police Department and MS Bureau of Narcotics
- i) Approve East Jackson Street Multi-Use Path Contractor Pay Estimate #3
- j) Accept Project Activation and Acceptance of Federal Funding, McClellan Drive Multi-Use Path Extension Project
- k) Approve Entergy Street Lighting Proposal for Colony Park Blvd.
- l) Approve CN Invoice for Lake Harbour Drive Extension Box Culvert Project
- m) Approve Utility Adjustments (Sewer Only)
- n) Declare Property Surplus (MIS)
- o) Approve Updated Fixed Asset Manual

3. PAYMENT OF CLAIMS

- a) 153896 - 154187 and May 24, 2019 Payroll (\$1,213,202.17)

4. EXECUTIVE SESSION

ADJOURNMENT

INFORMATION FOR MAYOR AND BOARD

City Attorney Statement for Services thru 5/28/19

**MEETING OF THE
MAYOR AND BOARD OF ALDERMAN OF THE
CITY OF RIDGELAND, MISSISSIPPI
May 21, 2019
6:00 PM**

The Mayor called the May 21, 2019 meeting of the Mayor and Board of Aldermen to order. Present were Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Ken Heard, Mayor Pro Tempore Kevin Holder, Alderman Brian Ramsey, Alderman D.I. Smith, Alderman Bill Lee, City Attorney Jerry Mills, City Attorney John Scanlon, and Executive Assistant Lisa Walters. Absent was City Clerk Paula Tierce. The meeting was opened with an invocation by Alderman Wesley Hamlin followed by the pledge of allegiance.

The Mayor and Board of Aldermen were provided a copy of the May 2019 Sales Tax Report and the April 2019 Financial Report.

Next came the recognition of Officer Alonzo Jones for being selected "Officer of the Month" for April 2019. Mayor McGee stated that on April 13, 2019, officers responded to the Econo Lodge located at 839 Ridgewood Road in reference to reports of shots fired. Upon arrival, officers discovered that an aggravated assault involving a firearm had occurred and were able to obtain surveillance video of the suspect vehicle. Photos of the suspect vehicle were passed along to personnel at which time Officer Alonzo Jones recalled this vehicle from an accident he had previously worked in March. Officer Jones immediately contacted investigators assigned to this case, which led to the identity of the suspect. This suspect was subsequently apprehended and later confessed to the incident. Officer Jones just recently graduated the law enforcement academy and was instrumental in solving this case. Officer Jones' attention to detail and initiative as a new recruit has proven his dedication to this department and the community. Mayor McGee thanked Officer Alonzo Jones for his hard work and dedication to the City of Ridgeland.

Next came the matter of accepting the Minutes of the May 6, 2019 Work Session and the May 7, 2019 Board of Aldermen meeting. The Minutes were accepted with no corrections noted.

**PUBLIC HEARING AMENDMENT OF FUTURE LAND USE AND
TRANSPORTATION PLAN OF THE COMPREHENSIVE PLAN OF THE CITY OF
RIDGELAND**

Next came the Public Hearing to Consider Amending the Future Land Use and Transportation Plan of the Comprehensive Plan of the City of Ridgeland. The Mayor opened the public hearing and adjudicated that proper and timely notice was advertised by state law. A copy of the notice is attached hereto as Exhibit "A". Alan Hart, Director of Community Development, stated that the two areas of change being proposed is the small lot off Lake

Castle and the area surrounding Highland Elementary School. With regard to the small lot off Lake Castle, Mr. Hart stated that there is a commercial built structure that has been unoccupied for more than six months and has lost its right to nonconforming status and that the only way it could be reoccupied as a commercial use would be for the property to be rezoned. Mr. Hart also stated that the area in question is regulated by the County Zoning that Ridgeland inherited when it annexed the area in 2016 and that the lot with the commercial structure is being shown as being residential and the residential lot next to the commercial structure is being shown as commercial, which is clearly a mistake and the real estate agent has been informed of the zoning issue. With regard to the area surrounding Highland Elementary School, Mr. Hart stated that the proposed changes to the Plan are to realign the proposed frontage road to align with the edge of the I-220/I-55 right of way and change a small area of general commercial to Technical Industrial Park (TIP) along this portion of the frontage road and eliminate the proposed connector road that aligns with the entrance to Dinsmor. Mr. Hart stated, "That the purpose of the Technical Industrial Park (TIP) District is to provide areas adjacent to major transportation arteries and thoroughfares where light industrial, technological and professional firms can locate with the assurance of a high permanent level of design quality, extensive site amenity, open space, and environmental protection. The operation and development standards of the TIP District are intended to provide for the protection and compatibility of abutting residential and non-industrial parcels and the protection and amenity among the firms located in the TIP District, by the application of stringent site planning and aesthetically desirable design." Mr. Hart then stated that the Plan has been shared with Richard Burge so that he could share the information with the Madison County School Board and pointed out that this project will improve access to Highland Elementary School. Mr. Hart stated that the Plan had been shared with Magnolia Lighting's owner and manager, both of whom reported that they feel that the addition of the frontage road extension would improve their business and value. Mr. Hart stated that the Plan had been shared with Buster Bailey and Bob Lloyd who both have or had real estate interests in the area. Mr. Hart pointed out that Bob Lloyd has a desire to develop a portion of the property in the proposed TIP Land Use Area and has expressed a willingness to work with the City in developing a portion of the Frontage Road. Mr. Hart stated that the Plan had also been shared with Kelle Menogan of Tougaloo College who has shared the information with the Tougaloo College Board. Mr. Hart continued and stated that a partial frontage road has been planned for many years in this area and has been discussed with Tougaloo College and various land owners in the 220 Business Park as a benefit to the economic health of the area by connecting it to the new Lake Harbour Extension. Mr. Hart stated that he has been meeting with Mr. Kelle Menogan for so many years that he cannot even remember when they first started talking about this idea and stated he would guess at six to eight years. Mr. Hart stated that Mr. John Ditto informed him a few years ago that the area has grown stagnant and that we need to work towards a solution to improve the economic development health of the area and began discussing a concept of a Public Improvement District to help future landscaping and marketing efforts to rebrand and boost the area. Mr. Hart stated the improvement of traffic flow will boost the development potential of the area. Mr. Hart noted that MCEDA's Executive Director saw the vision over a year ago and funded an Engineering report by Civil Link to study the alignment, property acquisition, development potential, and establish a basis of cost. Mr. Hart stated that the study showed an increase of over 69 acres of developable land that is currently not served by adequate access. Mr. Hart then stated that the proposed changes are merely the beginning of the process to ultimately get to a frontage road ribbon cutting and that the City would have to work towards funding for the road and that you cannot expect to be awarded a grant for a frontage road that isn't part of an adopted Future Land Use and Transportation Plan. Mr. Hart then stated that the area would have to go through a rezoning, where the standards of change of character, public need, and

conformance to the Future Land Use Plan must be adjudicated by the Mayor and Board and that the actual construction of the road has to occur. Mr. Hart continued and stated the additional road benefits would be a new truck route to help keep trucks off Highland Colony Parkway as much as possible, which has been discussed in abundance over the past couple of years. Mr. Hart stated that the amendment meets numerous stated goals of the Comprehensive Plan (General Goals and Industrial Goals, Policies 34, 35, 36, 37, Transportation Goals, Policies 41, 42, 43) and that the 2009 Comprehensive Plan states that Ridgeland should increase its industrial acres by 243 acres by 2020. Mr. Hart pointed out that the City of Ridgeland recently rezoned three acres to I-1 off Highway 51. Mr. Hart also pointed out the economy is shifting constantly and everyone is trying to level out with the impact of the internet and that this type of development land use affords a variety of service business opportunities that general commercial alone does not cover.

The Mayor asked the audience if there was anyone present that would like to speak that did not sign the list and there was no response; a copy of the list is attached hereto as Exhibit "B". Mr. Gerald Beard addressed the Mayor and Board of Aldermen with thoughts to consider when making zoning changes. Mr. Kelle Menogan, Vice President of Facilities & Real Property Management for Tougaloo College, spoke in support of the amendment to the Future Land Use and Transportation Plan of the Comprehensive Plan of the City of Ridgeland. The Mayor then closed the public hearing.

Next came the consideration of amending the Future Land Use and Transportation Plan of the Comprehensive Plan of the City of Ridgeland. Mayor Pro Tempore Kevin Holder moved to approve. The Motion was seconded by Alderman Wesley Hamlin and a vote was taken thereon as follows:

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

Nay(s): None

Abstention(s): None

The Mayor then declared the Motion carried. A copy of the Amended Future Land Use and Transportation Plan of the Comprehensive Plan of the City of Ridgeland is attached hereto as Exhibit "C".

Next came the consideration of the Ordinance Closing and Vacating a Certain Unused and Unimproved 40-Foot Right-of-way (Roadway Easement) for CBC Jackson, LLC d/b/a The Orchard. Alderman Brian Ramsey moved to approve. The Motion was seconded by Alderman Ken Heard and a vote was taken thereon as follows:

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

Nay(s): None

Abstention(s): None

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

Next came the consideration of the Petition and Application for Conditional Use Permit for Garrett Walker Auto Repair Business Contingent Upon No Junk Cars Being Stored Outside At Any Time. Alderman Chuck Gautier moved to approve. The Motion was seconded by Mayor Pro Tempore Kevin Holder and a vote was taken thereon as follows:

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

Nay(s): None

Abstention(s): None

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

Next came the consideration of the Petition and Application for Conditional Use Permit for Pickering Firm, Inc. on behalf of Cabot Lodge to convert to a Memory Care and Assisted Living Facility. Alderman Wesley Hamlin moved to approve. The Motion was seconded by Alderman Bill Lee and a vote was taken thereon as follows:

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

Nay(s): None

Abstention(s): None

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

Next came the consideration of the items set out on the Consent Agenda. Alderman D. I. Smith moved to approve the Consent Agenda:

- a) - Site Plan / Architectural Review for Kathryn's Steakhouse Employee Parking Lot Contingent on Project Being Completed within 45 Days from the Approval Subject to Weather Delays and Parking Wheel Stops Being Added to Protect the New Fence - Order Attached Hereto As Exhibit "G"*
- b) - Site Plan / Architectural Review of Robot Coupe Expansion Building As Originally Submitted to ARB Without the Requirement to Replace with Metal Siding with Split-Face Block or Stucco-Finished Metal Siding - Order Attached Hereto As Exhibit "H"*
- c) - Approve MDOT Payment Request for Ridgeland High School Connector Roads and Decorative Lighting - Order Attached Hereto As Exhibit "I"*
- d) - Approve Renewal of Harbour Drive Landscaping Contract with US Lawns for Period 10/1/2019 thru 9/30/2020 - Order Attached Hereto As Exhibit "J"*
- e) - Approve Utility (Sewer Only) Adjustments - Order Attached Hereto As Exhibit "K"*
- f) - Adopt Federal Purchasing Policy - Order Attached Hereto As Exhibit "L"*
- g) - Designate Mayor Gene McGee Voting Delegate and Mayor Pro Tempore Kevin Holder First Alternate for MML Conference - Resolution Attached Hereto as Exhibit "M"*
- h) - Receive April 2019 Privilege License Report - Order Attached Hereto As Exhibit "N"*
- i) - Approve Interlocal Agreement Between City of Ridgeland Madison County - Order Attached Hereto As Exhibit "O"*

Alderman Chuck Gautier seconded the motion and a vote was taken thereon as follows:

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

Nay(s): None

Abstention(s): None

The Mayor then declared the Motion carried.

Next came the payment of Claims 153589 -153895 and May 10, 2019 Payroll (\$1,840,312.72). Alderman Kevin Holder moved to approve. The Motion was seconded by Alderman Wesley Hamlin and a vote was taken thereon as follows:

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

Nay(s): None

Abstention(s): None

The Mayor then declared the Motion carried.

The Mayor announced the need of going into Executive Session to discuss pending litigation.

Alderman Brian Ramsey moved to go into Closed Session to discuss the need of going into Executive Session to discuss pending litigation. Alderman D. I. Smith seconded the motion and a vote was taken thereon as follows:

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

Nay(s): None

Abstention(s): None

The Mayor then declared the Motion carried.

CLOSED SESSION

Alderman Brian Ramsey moved to go into Executive Session to discuss pending litigation. The motion was seconded by Alderman Kevin Holder and a vote was taken thereon as follows:

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

Nay(s): None

Abstention(s): None

The Mayor then declared the Motion carried.

EXECUTIVE SESSION

Alderman Brian Ramsey moved to leave Executive Session. The motion was seconded by Alderman Ken Heard and a vote was taken thereon as follows:

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

Nay(s): None

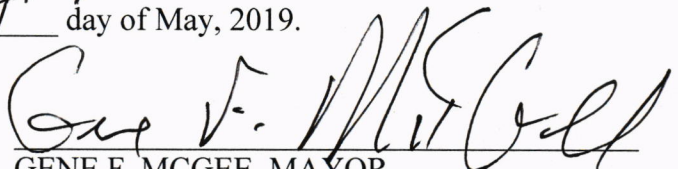
Abstention(s): None

The Mayor then declared the Motion carried.

The Mayor reopened the meeting and announced that there was no action taken by the Board of Aldermen during the Executive Session.

There being no further business before the Board of Aldermen, the Mayor adjourned the meeting at 6:48 p.m.

WITNESS MY SIGNATURE, this the 24th day of May, 2019.


 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
MAY 20, 2019
6:00 P.M.**

The Mayor opened the work session of May 20, 2019 of the Mayor and Board of Aldermen. Present were Alderman Bill Lee, Alderman Brian Ramsey, Alderman Ken Heard, Alderman D. I. Smith, Alderman Kevin Holder, Alderman Chuck Gautier, Alderman Wesley Hamlin, City Attorney Jerry Mills, City Attorney Jerry Mills, and Executive Assistant Lisa Walters. Absent was City Clerk Paula Tierce.

The Mayor presented the proposed agenda, which is attached hereto as Exhibit "A". Item "d" under Agenda Items was amended to read "Petition and Application for Conditional Use Permit for Garrett Walker Auto Repair Business Contingent Upon No Junk Cars Being Stored Outside At Any Time". Item "a" under Consent Items was reworded to read "Site Plan/Architectural Review for Kathryn's Steakhouse Employee Parking Lot Contingent on Project Being Completed within 45 Days from the Approval Subject to Weather Delays and Parking Wheel Stops Being Added to Protect the New Fence". Item "b" under Consent Items was reworded to read "Site Plan Architectural Review of Robot Coupe Expansion Building as Originally Submitted to ARB Without the Requirement to Replace with Metal Siding with Split-Face Block or Stucco-Finished Metal Siding". Each item was discussed with no action being taken by the Mayor & Board of Aldermen.

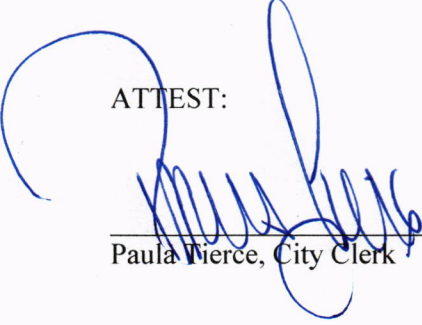
The meeting concluded at 6:22 p.m.

WITNESS MY SIGNATURE, this the 24th day of May, 2019.



GENE F. MCGEE, MAYOR

ATTEST:



Paula Tierce, City Clerk



PRELIMINARY OFFICIAL STATEMENT
Dated June 4, 2019

**ONE (1) NEW ISSUE
BOOK-ENTRY ONLY**

**RATING: Moody's: "___"
(See "Rating" herein)
(Application Made)**

In the opinion of Butler Snow LLP, Ridgeland, Mississippi, Bond Counsel, under existing laws, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and continuing compliance by the City (as defined below) with certain covenants described herein, interest on the Series 2019 Bonds (as defined below) is excludable from gross income for federal income tax purposes pursuant to Section 103 of the Code (as defined herein) and interest on the Series 2019 Bonds is excludable from alternative minimum taxable income as defined in Section 55(b)(2) of the Code. Such excludability is conditioned on continuing compliance with certain tax covenants of the City. In the opinion of Bond Counsel under existing laws, regulations, rulings and judicial decisions, interest on the Series 2019 Bonds is exempt from all income taxation in the State of Mississippi. See "TAX MATTERS" herein and APPENDIX C - FORM OF OPINION OF BOND COUNSEL attached hereto.

\$19,960,000
CITY OF RIDGELAND, MISSISSIPPI
GENERAL OBLIGATION BONDS
SERIES 2019

Dated: Date of Delivery

Due: August 1, as shown on the inside cover

Interest on the \$19,960,000 City of Ridgeland, Mississippi General Obligation Bonds Series 2019 (the "**Series 2019 Bonds**") will be payable semiannually on February 1 and August 1 of each year, commencing August 1, 2020. The Series 2019 Bonds are being issued by the City of Ridgeland, Mississippi (the "**City**") to raise money for the purpose of financing certain capital projects and improvements which shall consist of purchasing, erecting, repairing, improving, adorning and equipping municipal buildings, and purchasing land therefor; constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; establishing, repairing, improving and extending sanitary, storm, drainage or sewerage systems; constructing bridges and culverts; repairing, improving and extending water and other public utility distribution systems; purchasing land for parks and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of other recreational facilities; protecting the municipality, its streets and sidewalks from overflow, caving banks and other like dangers; and for other authorized purposes under the Act, including paying for the costs of the sale and issuance of the Series 2019 Bonds. The Board of Mayor and Aldermen of the City have designated _____, to serve as paying agent, transfer agent and registrar of the Series 2019 Bonds (the "**Paying and Transfer Agent**").

The Series 2019 Bonds will be issued as fully registered bonds in denominations of \$5,000 or any integral multiple thereof and registered in the name of Cede & Co., as nominee of The Depository Trust Company ("**DTC**"), New York, New York, which will act as securities depository for the Series 2019 Bonds under a book-entry-only system, as described herein. So long as the Series 2019 Bonds are held in book-entry form, beneficial owners of Series 2019 Bonds will not receive physical delivery of bond certificates.

The principal of, and interest on, the Series 2019 Bonds will be payable by the Paying and Transfer Agent to DTC, which will in turn remit such principal and interest to its Direct Participants (as defined herein) and Indirect Participants (as defined herein), which will in turn remit such principal, and interest to the beneficial owners of the Series 2019 Bonds. If the date for payment is not a business day, then the payment shall be made on the next succeeding business day with the same force and effect as if made on the payment date. See "DESCRIPTION OF THE SERIES 2019 BONDS – Book-Entry Only System" herein.

The Series 2019 Bonds are general obligations of the City and are secured by a pledge of the full faith, credit and taxing power of the City as provide herein.

The Series 2019 Bonds will be subject to redemption prior to maturity as provided herein.

The Series 2019 Bonds are offered subject to the final approving opinion of Butler Snow LLP, Ridgeland, Mississippi, Bond Counsel. Certain legal matters will be passed upon for the City by its counsel, Pyle, Mills, Dye and Pittman, Attorneys at Law, Ridgeland, Mississippi. Government Consultants, Inc., Madison, Mississippi, serves as the Financial Advisor to the City in connection with the sale and issuance of the Series 2019 Bonds. It is expected that delivery of the Series 2019 Bonds in definitive form will be made in New York, New York, on or about _____, 2019.

Dated: _____, 2019

This Preliminary Official Statement and certain of the information contained herein is in a form deemed final for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (except for the omission of certain information permitted to be omitted under Rule 15c2-12(b)(1)). This Preliminary Official Statement and the information contained herein are subject to revisions, completion or amendment in the final Official Statement. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

\$19,960,000
CITY OF RIDGELAND, MISSISSIPPI
GENERAL OBLIGATION BONDS
SERIES 2019

MATURITY SCHEDULE

Year (August 1)	Principal Amount	Interest Rate	Yield	CUSIPS¹
2020	\$400,000			
2021	400,000			
2022	400,000			
2023	400,000			
2024	400,000			
2025	800,000			
2026	800,000			
2027	1,135,000			
2028	1,180,000			
2029	1,220,000			
2030	1,095,000			
2031	1,130,000			
2032	1,170,000			
2033	1,210,000			
2034	1,255,000			
2035	1,300,000			
2036	1,345,000			
2037	1,390,000			
2038	1,440,000			
2039	1,490,000			

¹ CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services ("CGS"), which is managed for the American Bankers Association by S&P Capital IQ. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP services. The assignment of a CUSIP number to the Series 2019 Bonds by CGS is not intended to be, and should not be construed as, an endorsement of the Series 2019 Bonds, a recommendation to purchase, sell or hold the Series 2019 Bonds or an opinion as to the legal validity of the Series 2019 Bonds.

THE CITY OF RIDGELAND, MISSISSIPPI

GENE F. MCGEE
MAYOR

BOARD OF ALDERMEN

D.I. SMITH
KEN HEARD
CHUCK GAUTIER
KEVIN HOLDER
BRIAN RAMSEY
BILL LEE
WESLEY HAMLIN

PAULA TIERCE
CITY CLERK

PYLE, MILLS, DYE AND PITTMAN, ATTORNEYS AT LAW
RIDGELAND, MISSISSIPPI
CITY ATTORNEY

GOVERNMENT CONSULTANTS, INC.
JACKSON, MISSISSIPPI
FINANCIAL ADVISOR

BUTLER SNOW LLP
RIDGELAND, MISSISSIPPI
BOND COUNSEL

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OFFICIAL STATEMENT SUMMARY

THE OFFERING

\$19,960,000
CITY OF RIDGELAND, MISSISSIPPI
GENERAL OBLIGATION BONDS
SERIES 2019

The Issuer	City of Ridgeland, Mississippi (the " City ").
Issue and Date	\$19,960,000 City of Ridgeland, Mississippi General Obligation Bonds Series 2019, dated the date of delivery thereof (the " Series 2019 Bonds ").
Authority	Sections 21-33-301 <i>et seq.</i> , Mississippi Code of 1972, as amended and supplemented from time to time (the " Act ").
Use of Proceeds	The Series 2019 Bonds are being issued to raise money for the purpose of financing certain capital projects and improvements which shall consist of purchasing, erecting, repairing, improving, adorning and equipping municipal buildings, and purchasing land therefor; constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; establishing, repairing, improving and extending sanitary, storm, drainage or sewerage systems; constructing bridges and culverts; repairing, improving and extending water and other public utility distribution systems; purchasing land for parks and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of other recreational facilities; protecting the municipality, its streets and sidewalks from overflow, caving banks and other like dangers; and for other authorized purposes under the Act and paying the costs of the sale and issuance of the Series 2019 Bonds (see "DESCRIPTION OF THE PROJECT" herein).
Amounts and Maturities	The Series 2019 Bonds will mature on August 1 in the years and amounts as set forth on the inside cover page hereof.
Interest Payment Dates	February 1 and August 1 of each year, commencing August 1, 2020.
Redemption Provisions	The Series 2019 Bonds will be subject to redemption prior to maturity and without premium, at the option of the City, as provided herein (see "DESCRIPTION OF THE SERIES 2019 BONDS - Redemption Provisions" herein).
Security for Payment	Pursuant to the Act, the Series 2019 Bonds will be general obligations of the City and will be secured by a pledge of the full faith, credit and taxing power of the City (see "DESCRIPTION OF THE SERIES 2019 BONDS - Security" herein).
Tax Exemption	In the opinion of Bond Counsel (as defined herein), assuming continuing compliance with certain covenants by the City, under existing laws, regulations, rulings, and judicial decisions, interest on the Series 2019 Bonds is excludable from gross income for federal tax purposes. Interest on the Series 2019 Bonds is not a specific preference item for purposes of the federal alternative minimum tax. Under existing laws, regulations, rulings and judicial decisions, interest on the Series 2019 Bonds is exempt from income taxation in the State of Mississippi. For a more complete description of such opinion and certain other tax consequences incident to the ownership of the Series 2019 Bonds, see "TAX MATTERS" herein and APPENDIX C - FORM OF OPINION OF BOND COUNSEL attached hereto.
Disclosure Certificates	The original purchaser of the Series 2019 Bonds, concurrently with the delivery of the Series 2019 Bonds, shall receive a certificate signed by certain officials of the City regarding the adequacy of disclosure contained in this Official Statement (see "DOCUMENTS ACCOMPANYING DELIVERY OF THE SERIES 2019 BONDS" herein).

The above information is qualified in its entirety by the detailed information and financial information appearing elsewhere in this Official Statement, including the Appendices.

No dealer, broker, sales representative or other person has been authorized by the City of Ridgeland, Mississippi (the "City") to give any information or to make any representations other than those contained herein and, if given or made, such other information or representation must not be relied upon as having been authorized by the City. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Series 2019 Bonds by any person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof.

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OFFICIAL STATEMENT

\$19,960,000 CITY OF RIDGELAND, MISSISSIPPI GENERAL OBLIGATION BONDS SERIES 2019

INTRODUCTION

The purpose of this Official Statement, which includes the cover page, the inside cover page and the Appendices hereto, is to set forth certain information concerning the City of Ridgeland, Mississippi (the "**City**") and the City's \$19,960,000 General Obligation Bonds Series 2019 (the "**Series 2019 Bonds**").

Reference is made to the Act (as hereinafter defined), the Resolution (as hereinafter defined) and any and all modifications and amendments thereof for a description of the nature and extent of the security of the Series 2019 Bonds, the pledge of tax revenues for the payment of the principal of and interest on the Series 2019 Bonds, the nature and extent of said pledge and the terms and conditions under which the Series 2019 Bonds are issued.

DESCRIPTION OF THE SERIES 2019 BONDS

General

The Series 2019 Bonds will be issued pursuant to the provisions of Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "**Act**"), and certain resolutions adopted by the Mayor and Board of Aldermen of the City (the "**Governing Body**") on March 19, 2019, May 7, 2019, June 4, 2019 and July __, 2019 (collectively, the "**Resolution**"). The Series 2019 Bonds are being issued to raise money for the purpose of financing certain capital projects and improvements which shall consist of purchasing, erecting, repairing, improving, adorning and equipping municipal buildings, and purchasing land therefor; constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; establishing, repairing, improving and extending sanitary, storm, drainage or sewerage systems; constructing bridges and culverts; repairing, improving and extending water and other public utility distribution systems; purchasing land for parks and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of other recreational facilities; protecting the municipality, its streets and sidewalks from overflow, caving banks and other like dangers; and for other authorized purposes under the Act and paying the costs of the sale and issuance of the Series 2019 Bonds (see "DESCRIPTION OF THE PROJECT" herein).

In order to issue the Series 2019 Bonds, the Governing Body adopted a resolution declaring its intention to issue the Series 2019 Bonds and gave notice of such intention by publication of said resolution in a newspaper having general circulation in the City. If ten percent, or 1,500, whichever had been less, of the qualified electors of the City had filed a written protest against the issuance of the Series 2019 Bonds on or before the date specified in said resolution, an election on the question of the issuance of the Series 2019 Bonds would have been held. May 7, 2019 was set by the Governing Body as the date on or before which written protest was required to have been filed. No written or other protest having been received on or before said date, the Governing Body is now authorized and empowered by the Act to issue the Series 2019 Bonds without the necessity of calling and holding an election on the question of the issuance thereof.

The Series 2019 Bonds general obligations of the City secured by the full faith, credit and resources of the City and will continue to be payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate, or amount upon all the taxable property within the geographical limits of the City; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the bond fund of the Series 2019 Bonds, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Series 2019 Bonds due during the ensuing fiscal year of the City, in accordance with the provisions of the Bond Resolution securing the Series 2019 Bonds. The City, when necessary, will levy

annually a special tax upon all taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of the principal of and the interest on the Series 2019 Bonds as the same falls due.

The Series 2019 Bonds will initially be dated the date of delivery thereof, and will be issued as fully registered bonds in denominations of \$5,000 or any integral multiple thereof, bearing interest at the rates per annum set forth on the inside cover page hereof, payable semiannually on February 1 and August 1 of each year, commencing on August 1, 2020. The Governing Body has designated _____, _____, _____, to serve as paying agent, transfer agent and registrar of the Series 2019 Bonds (the "**Paying and Transfer Agent**").

The Series 2019 Bonds will initially be held in a book-entry-only system administered by The Depository Trust Company, New York, New York ("**DTC**"). Principal of and interest on the Series 2019 Bonds held in book-entry form shall be payable as described herein under the heading "DESCRIPTION OF THE SERIES 2019 BONDS - Book-Entry-Only System."

The principal of and interest on, the Series 2019 Bonds will be payable by the Paying and Transfer Agent to DTC, which will in turn remit such principal and interest to its Direct Participants (as hereinafter defined) and Indirect Participants (as hereinafter defined), which will in turn remit such principal and interest to the beneficial owners of the Series 2019 Bonds. If the date for payment is not a business day, then the payment shall be made on the next succeeding business day with the same force and effect as if made on the payment date. The record date for the payment of interest on the Series 2019 Bonds is the close of business on the date which shall be the 15th day (whether or not a business day) of the calendar month next preceding each interest payment date.

The Series 2019 Bonds will mature on August 1 in the years and in the amounts set forth on the inside cover page hereto.

Security

The Series 2019 Bonds will be general obligations of the City. The full faith, credit and taxing power of the City are irrevocably pledged to secure the payment of the principal of and interest on the Series 2019 Bonds, which are payable out of and secured by the avails of a direct and continuing tax to be levied annually without limitation as to rate or amount upon the taxable property within the geographical limits of the City; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the Bond Fund (as defined in the Bond Resolution), or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Series 2019 Bonds due during the ensuing fiscal year of the City. The City, when necessary, will levy annually a special tax upon all taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of principal of and interest on the Series 2019 Bonds as the same falls due.

The qualified electors of the State of Mississippi (the "**State**") voted in a general election held on November 7, 1995, to amend the Mississippi Constitution of 1890 (the "**Constitution**") to add the following new Section 172A (the "**Amendment**"):

SECTION 172A. Neither the Supreme Court nor any inferior court of this state shall have the power to instruct or order the state or any political subdivision thereof, or an official of the state or any political subdivision, to levy or increase taxes.

The Amendment does not affect the underlying obligation to pay the principal of and interest on the Series 2019 Bonds as they mature and become due nor does it affect the obligation to levy a tax sufficient to accomplish that purpose. However, even though it appears that the Amendment was not intended to affect registered owners' remedies in the event of a payment default, it potentially prevents registered owners from obtaining a writ of mandamus to compel the levying of taxes to pay the principal of and interest on the Series 2019 Bonds in a court of the State. It is not certain whether the Amendment would affect the right of a federal court to direct the levy of a tax to satisfy a contractual obligation. Other effective remedies are available to the Bondholders in the event of a payment default with respect to the Series 2019 Bonds.

Redemption Provisions

Optional Redemption. The Series 2019 Bonds maturing on August 1, 2030, and thereafter, are subject to redemption prior to their stated dates of maturity at par, plus accrued interest to the date of redemption, either in whole, or in part, at any time on or after August 1, 2029.

Notice of Redemption. Notice of each such redemption shall be mailed, postage prepaid, not less than 30 days prior to the redemption date and not more than sixty (60) days prior to the date fixed for redemption, to all registered owners of the Series 2019 Bonds to be redeemed at their addresses as they appear on the records of the Paying and Transfer Agent.

Defeasance of Series 2019 Bonds

Under the Resolution, Series 2019 Bonds for the payment of which sufficient moneys, or, to the extent permitted by the laws of the State, (a) direct obligations of, or obligations for the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America ("**Government Obligations**"), or (b) certificates of deposit or municipal obligations fully secured by Government Obligations, or (c) evidences of ownership of proportionate interests in future interest or principal payments on Government Obligations held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor on the Government Obligations and which Government Obligations are not available to satisfy any claim of the custodian or any person claiming through the custodian or to whom the custodian may be obligated, or (d) State and Local Government Series ("**SLGS**") Securities, or (e) municipal obligations, the payment of the principal of, interest and redemption premium, if any, on which are irrevocably secured by Government Obligations and which Government Obligations are not subject to redemption prior to the date on which the proceeds attributable to the principal of such obligations are to be used and have been deposited in an escrow account which is irrevocably pledged to the payment of the principal of and interest and redemption premium, if any, on such municipal obligations (all of which collectively, with Government Obligations, "Defeasance Securities"), shall have been deposited with an escrow agent appointed for such purpose, which may be the Paying and Transfer Agent, all to the extent provided in the Resolution, shall be deemed to have been paid, shall cease to be entitled to any lien, benefit or security under the Resolution and shall no longer be deemed to be outstanding thereunder, and the registered owners shall have no rights in respect thereof except to receive payment of the principal of and interest on such Series 2019 Bonds from the funds held for that purpose. Defeasance Securities shall be considered sufficient under the Resolution if said investments, with interest, mature and bear interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest and to pay principal when due on such Series 2019 Bonds.

Ownership

The City, the Paying and Transfer Agent, and any other person may treat the person in whose name any Series 2019 Bond is registered as the absolute owner of such Series 2019 Bond for the purpose of making payment of the principal thereof and premium, if any, thereon, and for the further purpose of making payment of the interest thereon, and for all other purposes, whether or not such Series 2019 Bond is overdue. Neither the City nor the Paying and Transfer Agent shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the owner of any Series 2019 Bond in accordance with the Resolution shall be valid and effective and shall discharge the liability of the City and the Paying and Transfer Agent for such Series 2019 Bond to the extent of the sums paid.

Registration

For so long as DTC acts as securities depository for the Series 2019 Bonds, the registration and transfer of ownership interests in Series 2019 Bonds shall be accomplished by book entries made by DTC and the Direct Participants and, where appropriate, the Indirect Participants (as such terms are hereinafter defined), as described herein under the heading "DESCRIPTION OF THE SERIES 2019 BONDS-Book-Entry-Only System."

Book-Entry-Only System

The City has determined that it will be beneficial to have the Series 2019 Bonds held by a central depository system and to have transfers of the Series 2019 Bonds affected by book-entry on the books of DTC as

such central depository system. Accordingly, Beneficial Ownership interests in the Series 2019 Bonds will be available in book-entry-only form, in the principal amount of \$5,000 or integral multiples thereof. Purchasers of Beneficial Ownership interests in the Series 2019 Bonds (the "**Beneficial Owners**") will not receive certificates representing their interests in the Series 2019 Bonds purchased.

The information provided under this caption has been provided by DTC. No representation is made by the City, the Purchaser (as defined herein) or the Paying and Transfer Agent as to the accuracy or adequacy of such information, or as to the absence of material adverse changes in such information subsequent to the date hereof.

DTC will act as securities depository for the Series 2019 Bonds. The Series 2019 Bonds will be initially issued as fully-registered Series 2019 Bonds registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by the authorized representative of DTC. One fully-registered Series 2019 Bond certificate for each maturity will be issued for the Series 2019 Bonds in the aggregate principal amount of each maturity and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York, Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instrument from over 100 countries that DTC's participants ("**Direct Participants**") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions, in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("**DTCC**"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("**Indirect Participants**"). DTC has S&P's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Series 2019 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for such Series 2019 Bonds on DTC's records. The ownership interest of each actual purchaser or Beneficial Owner of each Series 2019 Bond is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2019 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2019 Bonds, except in the event that use of the book-entry system for the Series 2019 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2019 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2019 Bonds with DTC and their registration in the name of Cede & Co. or such other nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2019 Bonds. DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2019 Bonds are credited, which may or may not be the Beneficial Owners. The Direct Participants and the Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Series 2019 Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an "Omnibus Proxy" to the Paying and Transfer Agent as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2019 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal payments and interest payments on the Series 2019 Bonds will be made to Cede & Co. or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Paying and Transfer Agent, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Paying and Transfer Agent, or the City subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, principal payments and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Paying and Transfer Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2019 Bonds at any time by giving reasonable notice to the City. Under such circumstances, and in the event that a successor depository is not obtained, Series 2019 Bond certificates are required to be printed and delivered.

In addition, the City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Series 2019 Bond certificates will be printed and delivered to DTC.

The information in this section and elsewhere in this Official Statement concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

So long as Cede & Co. is the registered holder of the Series 2019 Bonds as nominee of DTC, references herein to the holders or registered owners of the Series 2019 Bonds mean Cede & Co. and not the Beneficial Owners of the Series 2019 Bonds.

THE CITY AND THE PAYING AND TRANSFER AGENT CANNOT AND DO NOT GIVE ANY ASSURANCES THAT THE DIRECT PARTICIPANTS OR THE INDIRECT PARTICIPANTS WILL DISTRIBUTE TO THE BENEFICIAL OWNERS OF THE SERIES 2019 BONDS (A) PAYMENTS OF PRINCIPAL OF OR INTEREST OR REDEMPTION PREMIUM, IF ANY, ON THE SERIES 2019 BONDS; (B) CERTIFICATES REPRESENTING AN OWNERSHIP INTEREST OR OTHER CONFIRMATION OF BENEFICIAL OWNERSHIP INTERESTS IN THE SERIES 2019 BONDS; OR (C) REDEMPTION OR OTHER NOTICES SENT TO DTC OR CEDE & CO., ITS NOMINEE, AS THE REGISTERED OWNERS OF THE SERIES 2019 BONDS, OR THAT THEY WILL DO SO ON A TIMELY BASIS OR THAT DTC OR DIRECT OR INDIRECT PARTICIPANTS WILL SERVE AND ACT IN THE MANNER DESCRIBED IN THIS OFFICIAL STATEMENT. THE CURRENT "RULES" APPLICABLE TO DTC ARE ON FILE WITH THE SECURITIES AND EXCHANGE COMMISSION AND THE CURRENT "PROCEDURES" OF DTC TO BE FOLLOWED IN DEALING WITH DIRECT OR INDIRECT PARTICIPANTS ARE ON FILE WITH DTC.

NEITHER THE CITY NOR THE PAYING AND TRANSFER AGENT WILL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO SUCH DIRECT OR INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO (A) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DIRECT OR INDIRECT PARTICIPANT; (B) THE PAYMENT BY ANY DIRECT OR INDIRECT PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL AMOUNT OF OR INTEREST OR REDEMPTION PREMIUM, IF ANY, ON THE SERIES 2019 BONDS; (C) THE DELIVERY BY ANY DIRECT OR INDIRECT PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE RESOLUTION TO BE GIVEN TO BONDHOLDERS; (D) THE SELECTION OF THE BENEFICIAL OWNERS

TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE SERIES 2019 BONDS;
OR (E) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS BONDHOLDER.

Debt Service Requirements for the Series 2019 Bonds

The following tables set forth the estimated annual debt service requirements for the Series 2019 Bonds:

Year	Principal	Interest	Total Debt Service on the Series 2019 Bonds
2020	\$400,000		
2021	400,000		
2022	400,000		
2023	400,000		
2024	400,000		
2025	800,000		
2026	800,000		
2027	1,135,000		
2028	1,180,000		
2029	1,220,000		
2030	1,095,000		
2031	1,130,000		
2032	1,170,000		
2033	1,210,000		
2034	1,255,000		
2035	1,300,000		
2036	1,345,000		
2037	1,390,000		
2038	1,440,000		
2039	<u>1,490,000</u>		
TOTAL	<u>\$19,960,000.00</u>		

Additional Information

For additional details regarding the description of the Series 2019 Bonds, reference is made to the Notice of Bond Sale for the Series 2019 Bonds included in this Official Statement as APPENDIX A.

APPLICATION OF THE PROCEEDS OF THE SERIES 2019 BONDS

Par Amount of Series 2019 Bonds	\$19,960,000
[Plus Net Original Issue Premium]	
Total Sources of Funds	
Estimated Uses of Funds	
Deposit to the Construction Fund for the Series 2019 Bonds ¹	
Total Uses of Funds	

DESCRIPTION OF THE PROJECT

The Series 2019 Bonds are being issued to raise money for the purpose of financing certain capital projects and improvements which shall consist of purchasing, erecting, repairing, improving, adorning and equipping municipal buildings, and purchasing land therefor; constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; establishing, repairing, improving

and extending sanitary, storm, drainage or sewerage systems; constructing bridges and culverts; repairing, improving and extending water and other public utility distribution systems; purchasing land for parks and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of other recreational facilities; protecting the municipality, its streets and sidewalks from overflow, caving banks and other like dangers; and for other authorized purposes under the Act and paying the costs of the sale and issuance of the Series 2019 Bonds.

THE CITY

General Description

The City of Ridgeland (the "**City**") is located in the southern most portion of Madison County, Mississippi (the "**County**"), which is located in the central portion of the State of Mississippi (the "**State**"). The City is located two miles north of Jackson, the capital of the State, 200 miles north of New Orleans, Louisiana, and 198 miles south of Memphis, Tennessee.

Population

The population of the City has been recorded as follows:

1990	2000	2010	2017 Estimate
12,952	20,173	24,047	24,266

SOURCE: Census Data at website: www.census.gov; February 2019.

Government

The City operates under the Mayor-Board of Aldermen form of government. The Board of Aldermen (the "**Board of Aldermen**") of the City consists of seven Board of Aldermen members, six of whom are elected from separate wards and one who is elected at large. The Mayor, who is elected at large, and members of the Board of Aldermen are elected for concurrent four year terms. The current Mayor and members of the Board of Aldermen whose terms expire June 30, 2021, are:

Name	Occupation	Position Held Since
Gene F. McGee	Mayor	July/1989
D. I. Smith ¹	Property Manager	March/2012
Ken Heard	Cytotechnologist	July/2001
Chuck Gautier	Consultant	July/2001
Kevin Holder	Electrical Contractor	July/2005
Brian Ramsey	Partner - Residential Builder	July/2009
William "Bill" Lee	Insurance	July/2017
Wesley Hamlin	Co-Owner – Linen Service	July/2009

Transportation

Interstate Highways 55, 20 and 220 and U.S. Highway 51 provide access to most areas of the City. Other major forms of transportation are available in the City. The Illinois Central Railroad provides rail service to the City. Commercial air transportation is available at the Jackson- Medgar Wiley Evers International Airport in Jackson, Mississippi, eighteen miles distant with a runway length of 8,500 feet. Non-commercial air transportation is available nearby within the County at Bruce Campbell Airport in the City of Madison. The City is served by the Port of Vicksburg, which has a channel depth of nine feet and is located fifty-five miles to the west on the Mississippi River in Warren County.

¹ Alderman at large

Per Capita Income

Year	County	Mississippi	United States	County as % Of U.S.
2017	\$61,895	\$36,636	\$51,640	120%
2016	60,555	35,812	49,831	122
2015	59,118	35,137	48,940	121
2014	58,613	34,633	47,025	125
2013	56,284	33,851	44,826	126

SOURCE: Bureau of Economic Analysis, *Regional Economic Accounts – Per Capita Personal Income*, (data last updated November 15, 2018). Information available as of February 2019.

Retail Sales and Sales Tax Collected for the City

State Fiscal Year Ended June 30	Amount of Sales	Sales Tax Collected
2018	\$1,124,501,967	
2017	1,102,686,996	
2016	1,118,148,664	
2015	1,048,733,389	
2014	1,068,969,303	

SOURCE: Mississippi Department of Revenue, Annual Reports, 2014-2018, February 2019.

Major Employers of the County

The following is a partial listing of the County's major employers, their products or services and their approximate number of employees:

Employer	Employees	Product/Service
C-Spire	675	Wireless communications provider
Cellular South	650	Wireless communications provider
Madison County Schools	450	Education
Butler Snow LLP	335	Law firm
BankPlus	334	Financial /Banking services
City of Ridgeland	272	Government
Wal-Mart Superstore	267	Retail

SOURCE: City of Ridgeland, MS Comprehensive Annual Financial Report for Fiscal Year ended September 30, 2017. Information available as of February 2019.

Unemployment Statistics of the County

Year	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec.	Annual Average
2013	6.8	6.0	5.6	5.3	6.0	6.6	6.5	5.6	5.6	5.5	5.2	5.3	5.8
2014	6.1	5.4	5.5	4.7	5.4	5.9	6.0	5.0	5.0	4.9	4.5	4.7	5.3
2015	5.1	4.3	4.4	4.0	4.8	5.2	5.1	4.2	4.4	4.4	4.3	4.6	4.6
2016	4.7	4.0	4.3	3.9	4.5	5.1	4.9	4.1	4.2	4.2	3.8	4.0	4.3
2017	4.4	3.6	4.0	3.5	4.2	4.7	4.5	3.8	3.6	3.4	3.3	3.3	3.8
2018	3.3	3.4	3.4	3.3	4.0	4.4	4.1	3.5	3.4	3.2	3.2	3.6	3.6

SOURCE: Mississippi Department of Employment Security: Labor Market Data at website: www.mdes.ms.gov; February 2019.

County Employment Statistics

	2013	2014	2015	2016	2017
<i>Residence Based Employment</i>					
Civilian Labor Force	49,760	49,780	51,640	53,420	53,840
Unemployed	2,910	2,620	2,360	2,300	2,070
Unemployment Rate	5.8	5.3	4.6	4.3	3.8
Employed	46,850	47,160	49,280	51,120	51,770
<i>Established Based Employment</i>					
Manufacturing	7,280	7,650	8,670	9,310	9,450
Nonmanufacturing	45,890	47,220	47,910	50,210	50,810
Natural Resources and Mining	120	140	150	130	140
Construction	1,880	2,090	2,000	2,140	2,210
Trade, Transportation & Utilities	9,650	10,050	9,940	10,170	10,630
Information	2,190	2,670	2,450	1,760	1,210
Financial Activities	3,750	3,630	3,830	4,240	4,160
Professional & Business Services	10,040	9,860	9,750	11,050	11,210
Education & Health Services	4,690	5,020	5,550	6,120	6,360
Leisure and Hospitality	5,720	5,870	6,290	6,420	6,740
Other Services	3,080	3,080	3,060	3,230	3,240
Government	4,770	4,810	4,890	4,950	4,910
Public Education	2,460	2,500	2,540	2,620	2,550
<i>Total Nonagricultural Employment</i>	53,160	54,870	56,580	59,520	60,260

SOURCE: Mississippi Department of Employment Security ("MDES"): Annual Averages: Labor Force and Establishment Based Employment 2011 Forward, Labor Market Information Department at website: www.mdes.ms.gov; (last revision May 2, 2018) February 2019.

Educational Facilities

The Madison County School District (the "District") serves the entire area of the County, with the exception of the area encompassed by the City of Canton, Mississippi. The District operates eighteen (18) schools including one (1) business and commerce center and one (1) alternative school, and employs approximately 1,165 people. Enrollment for the District for the current year and the four prior years are as follows:

Scholastic Year	Madison County School District
2018-19	13,302
2017-18	13,252
2016-17	13,171
2015-16	13,078
2014-15	12,780

SOURCE: Madison County School District; Office of Research and Statistics, Mississippi Department of Education's website: <http://reports.mde.k12.ms.us/data/>; February 2019.

Banking Institutions

Institutions	2018 Total Assets
BancorpSouth Bank ^{2(a)}	\$ 17,259,055,000
BankFirst Financial Services ^{2(b)}	974,105,000
BankPlus ^{2(c)}	2,706,841,000
The Citizens National Bank of Meridian ^{2(d)}	1,364,335,000
Origin Bank, formerly Community Trust Bank ^{2(e)}	4,634,593,000
Renasant Bank ^{2(f)}	12,722,356,000
Regions Bank ^{2(h)}	123,928,444,000
State Bank & Trust Company ²⁽ⁱ⁾	1,136,833,000
Trustmark National Bank ^{2(j)}	13,436,511,000
Wells Fargo, formerly Wachovia Bank, N.A. ^{2(k)}	\$1,665,128,000,000

SOURCE: FDIC BankFind at www.fdic.gov; February 2019. All Assets are stated as of September 30, 2018.

Construction Permits

Year	Number	Amount
2018	359	\$88,940,876
2017	292	68,161,417
2016	314	61,346,109
2015	307	65,207,771
2014	307	68,829,146

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- ² (a) Headquarters located in Tupelo, Mississippi.
 (b) Headquarters located in Macon, Mississippi.
 (c) Headquarters located in Belzoni, Mississippi.
 (d) Headquarters located in Meridian, Mississippi.
 (e) Headquarters located in Choudrant, Louisiana.
 (f) Headquarters located in Tupelo, Mississippi.
 (g) (Intentionally Deleted)
 (h) Headquarters located in Jackson, Mississippi.
 (i) Headquarters located in Greenwood, Mississippi.
 (j) Headquarters located in Jackson, Mississippi.
 (k) Headquarters located in Sioux Falls, South Dakota.

TAX INFORMATION

Description of City Taxes

Procedure for Property Assessments. The Tax Assessor of the County assesses all real and personal property subject to taxation in the County, including property in the City, except motor vehicles and property owned by public service corporations, both of which are required by law to be assessed by the State Department of Revenue. Section 21-33-9, Mississippi Code of 1972, as amended and supplemented from time to time, provides that the governing authority of a municipality which is located within a county having completed a county-wide reappraisal approved by the State Tax Commission and which has been furnished a true copy of that part of the county assessment roll containing the property located within a municipality as provided in Section 27-35-167, Mississippi Code of 1972, as amended and supplemented from time to time, shall adopt such assessment rolls for its assessment purposes. The City is utilizing the assessment rolls of the County.

The City may not correct or revise such assessment rolls except for the purpose of conforming the City's assessment roll to corrections or revisions made to the County's assessment roll. All objections to the City's assessment roll may be heard by the Board of Supervisors of the County at the time and in the manner that objections to the County assessment roll are heard. The Board of Supervisors of the County shall notify, in writing, the Governing Body and the Tax Assessor of the City of any corrections or revisions made by it to the part of the County assessment roll adopted as the City's assessment roll.

Procedure for Tax Collections. The Governing Body is required each year to levy taxes upon all of the taxable property within the City to provide sufficient revenue to cover the operating expenses of the City. If any taxpayer neglects or refuses to pay his taxes on the due date thereof, the unpaid taxes will bear interest at the rate of one percent per month or fractional part thereof from the delinquent date to the date of payment of such taxes. When enforcement officers take action to collect delinquent taxes, other fees, penalties and costs may accrue. Both real and personal property are subject to being sold at public sale for nonpayment of taxes.

Section 21-33-63, Mississippi Code of 1972, as amended and supplemented from time to time, and related statutes provide that after the fifth day of August in each year, the Tax Collector for the City shall advertise all lands in the City on which all taxes due and in arrears have not been paid, as well as all land liable for sale, at the door of the courthouse of the County or any place within the courthouse that the Tax Collector for the City shall designate in the advertisement, on the last Monday of August.

Reappraisal of Property and Limitations on Ad Valorem Levies

Senate Bill No. 2672, General Laws of Mississippi, Regular Session 1980, codified in part as Sections 27-35-49 and 27-35-50, Mississippi Code of 1972, as amended and supplemented from time to time (the "**Reappraisal Act**"), provides that all real and personal property in the State shall be appraised at true value and assessed in proportion to true value. To insure that property taxes did not increase dramatically as counties completed reappraisal, the Reappraisal Act provided for the limit on increase in tax revenues discussed below.

The Reappraisal Act limits ad valorem tax levies by the City to a rate which will result in an increase in total receipts of not greater than 10% over the previous year's receipts, excluding revenue from ad valorem taxes on any newly constructed properties, any existing properties added to the tax rolls or any properties previously exempt which were not assessed in the next preceding year. This limitation does not apply to levies for the payment of the principal of and the interest on general obligation bonds issued by the City or to certain other specified levies. The limitation may be increased only if the proposed increase is approved by a majority of those voting in an election held on such question.

On August 20, 1980, the Mississippi Supreme Court rendered its decision in *State Tax Commission v. Fondren*, 387 So.2d 712, affirming the decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi, wherein the Department of Revenue was enjoined from accepting and approving assessment rolls from any county in the State for the tax year 1983 unless the Department of Revenue equalized the assessment rolls of all of the counties. Due to the intervening passage of the Reappraisal Act, the Supreme Court reversed that part of the lower court's decree ordering the assessment of property at true value (although it must still be appraised at true

value), holding instead that assessed value may be expressed as a percentage of true value. Pursuant to the Supreme Court modification of the lower court's decree, on November 15, 1980, the Department of Revenue filed a master plan to assist counties in determining true value.

Homestead Exemption

The Mississippi Homestead Exemption Law of 1946 reduces the local tax burden on homes qualifying by law and substitutes revenues from other sources of taxation on the State level as a reimbursement to the local taxing units for such tax loss. Provisions of the homestead exemption law determine qualification, define ownership and limit the amount of property that may come within the exemption.

Subject to certain limitations, the tax loss resulting to local taxing units from properly qualified homestead exemptions is reimbursed by the State Department of Revenue.

Assessed Valuation³

Assessment Year	Real Property	Personal Property ⁴	Public Utility Property ⁵	Total
2018	\$363,859,775	\$111,976,523	\$11,071,876	\$486,908,174
2017	358,981,133	110,065,394	10,395,996	479,442,523
2016	348,487,294	106,915,671	10,122,309	465,525,274
2015	340,394,848	103,144,403	9,479,071	453,018,322
2014	336,959,524	101,810,190	10,296,255	449,065,969

SOURCE: Office of the City Clerk; February 2019.

The above assessed valuations are based upon the following assessment ratios:

- real and personal property (excluding single-family, owner-occupied residential real property and motor vehicles, respectively), 15% of true value;
- single-family, owner-occupied residential real property, 10% of true value; and
- motor vehicles and public utility property, 30% of true value.

The 1986 Session of the Mississippi Legislature adopted House Concurrent Resolution No. 41 pursuant to which there was proposed an amendment to Section 112 of the Mississippi Constitution of 1890 (the "1986 Amendment"). The 1986 Amendment provided, inter alia, that the assessment ratio of any one class of property shall not be more than three times the assessment ratio on any other class of property.

The 1986 Amendment set forth five classes of property and the assessment ratios which would be applicable thereto upon the adoption of the 1986 Amendment. The assessment ratios set forth in the 1986 Amendment are identical to those established by Section 27-35-4, Mississippi Code of 1972, as amended and supplemented from time to time, as it existed prior to the 1986 Amendment, except that the assessment ratio for single-family, owner-occupied, residential real property under the 1986 Amendment is set at 10% of true value as opposed to 15% of true value under previously existing law. The 1986 Amendment was ratified by the electorate on June 3, 1986.

The assessed valuation figures above do not include property exempt from all City ad valorem taxes for a period of up to 10 years, primarily for new or expanded manufacturing facilities. This real and personal property will become subject to City ad valorem taxation at different points in time during the next ten years. In addition,

³ The total assessed valuation is approved in September preceding the fiscal year of the City and represents the value of real property, personal property and public utility property for the year indicated on which taxes are assessed for the following fiscal year's budget. For example, the taxes for the assessed valuation figures for 2018 are collected starting in January 2019 for the 2018-19 fiscal year budget of the City.

⁴ Includes automobiles.

⁵ Public utilities assessed valuation is subject to Mississippi Department of Revenue verification. Thus it is subject to change.

certain other industrial and manufacturing facilities are exempt from ad valorem taxation pursuant to Section 57-3-33, Mississippi Code of 1972, as amended and supplemented from time to time.

Tax Levy per \$1,000 Valuation⁶

	2018-19	2017-18	2016-17	2015-16	2014-15
City - General Purpose:					
Operating Millage	11.27	11.27	11.27	11.27	11.27
Debt Millage	8.76	8.76	8.76	8.76	8.76
Total for City:	20.03	20.03	20.03	20.03	20.03

SOURCE: Office of the City Clerk, February 2019.

Ad Valorem Tax Collections

Fiscal Year September 30	Amount Budgeted	Amount Collected	Difference Over/Under
2018	\$9,342,108	\$9,120,294	\$221,814
2017	9,061,563	9,045,947	(15,616)
2016	8,898,099	8,669,910	(228,189)
2015	8,703,483	8,530,654	(172,829)
2014	8,561,598	8,442,297	(119,301)

SOURCE: Office of the City Clerk; February 2019.

Ten Largest Taxpayers

The ten largest taxpayers in the City for assessment year 2018 are as follows:

Taxpayer	Assessed Valuation	Taxes Collected	PID
Renaissance at Colony Park, LLC	\$13,457,736	\$1,450,206	\$340,161
Northpark Mall LP	7,803,481	840,903	
200 Renaissance LLC	7,522,151	810,587	142,532
Trace Apartments LP	5,387,240	580,529	
300 Renaissance LLC	4,780,190	515,113	90,396
Cellular South (S3)	4,764,587	513,432	
Southern Farm Bureau Casualty	3,107,136	334,825	
Legacy Park Apartments	3,106,630	334,770	
Arbors Acquisition	2,983,555	321,508	
TOTAL	52,912,706	5,701,873	573,089
Public Service			
Entergy Mississippi Inc.	\$10,002,023	\$1,077,818	

SOURCE: Office of the County Tax Collector; February 2019.

⁶ Tax levy figures are given in mills.

DEBT INFORMATION

City Debt Limitations

Statutory Debt Limits. The City is subject to a general statutory debt limitation under which no city in the State may incur general obligation bonded indebtedness in an amount which will exceed 15% of the assessed value of all taxable property within such city according to the last completed assessment for taxation. In computing general obligation bonded indebtedness for purposes of this 15% limitation, there may be deducted all bonds or other evidences of indebtedness, heretofore, or hereafter issued, for school, water and sewerage systems, gas and light and power purposes and for the construction of special improvements primarily chargeable to the property benefited or for the purpose of paying a city's proportion of any betterment program, a portion of which is primarily chargeable to the property benefited. However, in no case may a city contract any indebtedness which, when added to all of its outstanding general obligation indebtedness, both bonded and floating, exceeds 20% of the assessed value of all taxable property within said city according to the last completed assessment for taxation.

In arriving at the limitations set forth above, bonds issued for school purposes, bonds payable exclusively from the revenues of any city owned utility, industrial development revenue bonds issued under the provisions of Section 57-1-1 through 57-1-51, Mississippi Code of 1972, as amended and supplemented from time to time, and any special assessment improvement bonds issued under the provisions of Section 21-41-1 through 21-41-53, Mississippi Code of 1972, as amended and supplemented from time to time, are not included. Also excluded from both limitations are contract obligations which are subject to annual appropriations.

Legal Debt Limit Statement¹

(As of March 1, 2019)

	15% Debt	20% Debt
Authorized Debt Limit (Last Completed Assessment for Taxation - \$486,908,174)	\$73,036,226	\$97,381,635
Present Debt Subject to Debt Limits	31,660,000	31,660,000
Margin for Further Debt Under Debt Limits	\$41,376,226	\$65,721,635
Less this Offering		
Total Remaining for Further Debt Under Debt Limits		

¹ No bonds subject to the 15% or the 20% debt limit have been issued by the City since February 1, 2019.

SOURCE: Office of the City Clerk, February 2019.

Outstanding General Obligation Bonded Debt

(As of March 1, 2019)

Issue	Date of Issue	Outstanding Principal
General Obligation Refunding Bonds, Series 2010	11/04/10	1,620,000
General Obligation Bonds, Series 2011	05/31/11	3,530,000
General Obligation Refunding Bonds, Series 2012	04/30/12	495,000
General Obligation Bond, Series 2014	7/15/14	4,295,000
General Obligation Public Improvement Bonds, Series 2014	1/08/15	10,380,000
Taxable Negotiable Refunding Note, Series 2015	10/02/15	775,000
General Obligation Bonds, Series 2015	12/22/15	10,565,000
Total:		\$31,660,000

SOURCE: Office of the City Clerk; February 2019.

Other Outstanding Long Term Debt

(As of March 1, 2019)

Issue	Date of Issue	Outstanding Principal
Loan (MDOT Highway Construction Project)	10/11/06	\$ 3,489,837
Capitalized Interest on MDOT Loan	(Various)	428,976
Tax Increment Limited Obligation Bonds	11/15/09	16,110,000
Tax Increment Limited Obligation Bonds	04/21/11	7,895,000
Leases	(Various)	84,299
State of MS Revolving Loans	(Various)	3,261,226
Madison County Wastewater Authority Loans (City's Portion)	(Various)	984,823
Total		\$34,571,589

SOURCE: Office of the City Clerk; February 2019.

Annual Debt Service Requirements¹

(As of March 1, 2019)

FY Ending September 30	General Obligation Debt		
	Principal	Interest	Total
2019	\$3,190,000.00	\$1,126,102.52	\$4,316,102.52
2020	\$2,800,000.00	\$1,037,153.77	\$3,837,153.77
2021	\$2,475,000.00	\$955,015.02	\$3,430,015.02
2022	\$2,565,000.00	\$873,821.27	\$3,438,821.27
2023	\$2,685,000.00	\$777,052.52	\$3,462,052.52
2024	\$2,790,000.00	\$672,395.02	\$3,462,395.02
2025	\$2,550,000.00	\$564,750.02	\$3,114,750.02
2026	\$2,665,000.00	\$458,000.02	\$3,123,000.02
2027	\$2,250,000.00	\$347,687.52	\$2,597,687.52
2028	\$890,000.00	\$253,337.52	\$1,143,337.52
2029	\$920,000.00	\$225,993.76	\$1,145,993.76
2030	\$950,000.00	\$197,381.26	\$1,147,381.26
2031	\$980,000.00	\$167,843.76	\$1,147,843.76
2032	\$1,010,000.00	\$136,618.76	\$1,146,618.76
2033	\$1,045,000.00	\$104,368.76	\$1,149,368.76
2034	\$1,085,000.00	\$71,018.76	\$1,156,018.76
2035	\$770,000.00	\$36,393.76	\$806,393.76
2036	\$795,000.00	\$12,421.88	\$807,421.88
Totals:	\$32,415,000.00	\$8,017,355.90	\$40,432,355.90

¹Does not include the Series 2019 Bonds.

SOURCE: Office of the City Clerk, February 2019.

Debt Ratios

FY Ended September 30	General Obligation Debt	General Obligation Debt to Assessed Value
2018	\$32,415,000	6.65%
2017	35,510,000	7.41
2016	38,520,000	8.27
2015	27,615,000	6.10
2014	30,580,000	6.66

SOURCE: Office of the City Clerk, February 2019.

Overlapping/Underlying General Obligation Indebtedness

Municipality	2010 Population	General Obligation Bonded Debt	General Obligation Bonded Debt Per Capita
Madison County	95,203	\$73,670,000 ⁷	\$773.82

School District	Total General Obligation Bonded Debt
Madison County School District	\$55,977,000 ⁸

⁷ Balance as of September 30, 2018.

⁸ Source: 2017 Audited Financial Statement of the School District; balance shown as of fiscal year ended June 30, 2018.

LITIGATION

The City's General Counsel, Pyle, Mills, Dye and Pittman, Attorneys at Law, Ridgeland, Mississippi, has reviewed the status of all pending litigation against the City. While the City is involved in numerous legal proceedings, there are no pending legal proceedings which might be expected to affect the City's ability to perform its obligations to the registered owners of the Series 2019 Bonds.

FINANCIAL ADVISOR

The City has retained Government Consultants, Inc., Madison, Mississippi, as Independent Registered Municipal Advisor (the "**Financial Advisor**") in connection with the sale and issuance of the Series 2019 Bonds. In such capacity the Financial Advisor has provided recommendations and other financial guidance to the City with respect to the preparation of documents, the preparation for the sale of the Series 2019 Bonds and of the time of the sale, tax-exempt bond market conditions and other factors related to the sale of the Series 2019 Bonds. Although the Financial Advisor performed an active role in the drafting of this Official Statement, it has not independently verified any of the information set forth herein.

RATING

Moody's Investors Service is expected to assign its municipal bond rating of "___" to the Bonds. Information on the rating may be obtained from the City Clerk. Such rating reflects only the views of such organization, and an explanation of the significance of the rating may be obtained only from said rating agency. The rating may be changed, suspended or withdrawn as a result of changes in, or unavailability of, information. Any downward revision, suspension or withdrawal of such rating may have an adverse effect on the market price of the Bonds.

RECORD OF NO DEFAULT

There is no record of any default on general obligations of the City as to payment of either principal or interest or in any other material respect at any time in at least the past 25 years. No principal or interest on any obligation of the City is currently past due.

NO BOND PROCEEDS FOR CURRENT OPERATING EXPENSES

No proceeds from the sale of securities (except tax anticipation notes issued against revenues of a current fiscal year) have been used by the City for current operating expenses at any time in at least the past ten years.

PENSION PLAN

The City has no pension plan or retirement plan for its employees. City employees are members of and contribute to the Mississippi Public Employees' Retirement System (PERS), a cost-sharing, multiple employer retirement system administered by the State for the benefit of its local governments and State personnel. Benefit provisions are established by State statute and may be amended from time to time only by the State Legislature.

In June 2012, the Government Accounting Standards Board issued Statement No. 68, Accounting and Financial Reporting for Pensions ("**GASB-68**"). The objective of GASB-68 is to improve accounting and financial reporting of government pensions. Also, GASB-68 improves information provided by government employers about financial support for pensions that is provided by other entities. Requirements of GASB-68 are effective for financial statements whose fiscal year begins after June 15, 2014 (Fiscal Year 2015 for the City).

Employer contribution rates are set by State statute. PERS members are required to contribute 9.00% of their annual covered salary, and the City is required to contribute at an actuarially determined rate. The rate at June 30, 2017 was 15.75% of annual covered payroll. On June 26, 2018, the PERS Board of Trustees voted to increase the employer contribution rate from 15.75 to 17.40 percent, effective July 1, 2019. The City contributions (employer share only) to PERS for the years ending September 30, 2018, 2017 and 2016 were \$1,788,276, \$1,816,285 and \$1,828,010, respectively, which equaled the required contributions for each year.

At September 30, 2018, the City reported a liability of \$29,739,752 for its proportionate share of the net pension liability. See Note 9 (Page 74) in the City's 2018 Audited Financial Statements included in "APPENDIX B - Financial Information Concerning the City".

POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS

Effective with the fiscal year ended September 30, 2018 audit, the City will be required to apply GASB Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other than Pension ("**GASB 75**"), to its audited financial statements. GASB 75 changes accounting and financial reporting for OPEB. Fund level statements, including the General Fund statements, will not be impacted by the GASB 75 reporting.

INDEPENDENT AUDITORS

The audited financial statements of the City for the year ended September 30, 2018 included in this Official Statement as APPENDIX B, have been audited by Haddox Reid Eubank Betts, PLLC, Certified Public Accountants, as stated in the report appearing therein (the "**Audit Report**").

The City has not and will not obtain a consent letter from its auditor for the inclusion of the Audit Report in this Official Statement. Haddox Reid Eubank Betts, PLLC, Certified Public Accountants, the City's independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Haddox Reid Eubank Betts, PLLC also has not performed any procedures relating to this Official Statement.

PURCHASER

The Series 2019 Bonds have been sold at public sale by the City to _____ (the "**2019 Purchaser**"), and the 2019 Purchaser has agreed, subject to certain conditions, to purchase the Series 2019 Bonds at a price of \$19,960,000.00, plus a premium of \$ _____.

VALIDATION

The Series 2019 Bonds may, in the discretion of the Governing Body, be validated before the Chancery Court of Madison County, Mississippi, as provided by Section 31-13-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time.

APPROVAL OF LEGAL PROCEEDINGS

Certain legal matters incident to the authorization and issuance of the Series 2019 Bonds are subject to the approval of Butler Snow LLP, Ridgeland, Mississippi ("**Bond Counsel**") whose approving legal opinion will be available at the time of delivery of the Series 2019 Bonds (see APPENDIX C hereto). No representation is made to the registered owners of the Series 2019 Bonds that Bond Counsel has verified the accuracy, completeness or fairness of the statements in this Official Statement and Bond Counsel assumes no responsibility to the registered owners of the Series 2019 Bonds except for the matters set forth in such legal opinion. Certain legal matters will be passed upon for the City by its counsel, Pyle, Mills, Dye and Pittman, Attorneys at Law, Ridgeland, Mississippi.

CONTINUING DISCLOSURE

The City has covenanted for the benefit of the owners of the Series 2019 Bonds to provide certain financial information and operating data relating to the City within twelve months after the end of each Fiscal Year of the City beginning with the Fiscal Year ending on September 30, 2019 (the "**Annual Report**"), and to provide notices of the occurrence of certain enumerated events, in certain cases if deemed material under federal laws. The Annual Report and notices of material events will be filed by the City with (a) the Municipal Securities Rulemaking Board (the "**MSRB**") through MSRB's Electronic Municipal Market Assess system at <http://emma.msrb.org> ("**EMMA**") in the electronic format then prescribed by the Securities and Exchange Commission (the "**SEC**") pursuant to SEC Rule 15c2-12(b)(5) (the "**Rule**"), and with (b) any public or private repository or entity designated by a state as a State Repository, if any, for the purposes of the Rule. This information will be made available free to securities brokers and the general public through EMMA. For the procedures for all filings and notices due to the MSRB, instructions will be provided on the following website for MSRB: <http://emma.msrb.org>. The specific nature of the

information to be contained in the Annual Report or the notices of material events is summarized in APPENDIX D to this Official Statement. These covenants have been made in order to assist the Underwriter in complying with the Rule.

[The City has previously entered into continuing disclosure undertakings with respect to bonds it has issued or for which it is the "obligated person" within the meaning of the Rule. The City has reviewed the last five years of filings and continuing disclosure undertakings with respect to any outstanding bonds within the meaning of the Rule. Without a determination as to materiality, the City's audited financial statements for fiscal year ended September 30, 2015 was filed two days late on March 30, 2016. The City's audited financial statements for fiscal year ended September 30, 2016 was filed late, however notice of failure to file the audited financial statements for fiscal year ended September 30, 2016 was timely filed on March 23, 2017. In addition, there may have been instances in which some tables included in the City's prior continuing disclosure undertakings were not included in every filing on EMMA. In addition, some of the past filings required of the City may not have been filed under all outstanding CUSIPs and may have been misfiled under the wrong CUSIP or under the wrong heading within the CUSIP. The City has adopted policies and procedures to ensure timely filing of its annual financial information (the "**Policy**"). Pursuant to the Policy, a staff designee of the City will appoint or engage a dissemination agent to assist in carrying out its obligations under the Policy and/or the staff designee will be responsible for submitting the information required under the Policy. In accordance with the Policy, the City has hired a dissemination agent to file the City's required annual report. The City has also adjusted the timing of its reporting deadline on future issues to 12 months to ensure timely filing.]

TAX MATTERS

General

In the opinion of Butler Snow LLP, Ridgeland, Mississippi ("**Bond Counsel**"), under existing laws, regulations, rulings and judicial decisions, interest on the Series 2019 Bonds is excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended and supplemented (the "**Code**"), and interest on the Series 2019 Bonds is not a specific preference item for purposes of computing the federal alternative minimum tax. The opinion described above assumes the accuracy of certain representations and compliance by the City with covenants designed to satisfy the requirements of the Code that must be met subsequent to the issuance of the Series 2019 Bonds. Failure to comply with such requirements could cause interest on the Series 2019 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2019 Bonds. The City has covenanted in the Bond Resolution and certain certificates to comply with such requirements. Bond Counsel has expressed no opinion regarding other federal tax consequences arising with respect to the Series 2019 Bonds.

In the opinion of Bond Counsel, interest on the Series 2019 Bonds is exempt from income taxation in the State of Mississippi under existing laws, regulations, rulings and judicial decisions. The opinion addresses only the exemption of interest on the Series 2019 Bonds under the income tax laws of the State of Mississippi and does not address the tax treatment of the Series 2019 Bonds in any other state or jurisdiction.

Although Bond Counsel has rendered an opinion that interest on the Series 2019 Bonds is excludable from federal gross income and that the Series 2019 Bonds are exempt from State of Mississippi income tax, the accrual or receipt of interest on the Series 2019 Bonds may otherwise affect a bondholder's federal income tax, Mississippi or other state tax liability. The nature and extent of these other tax consequences will depend upon the bondholder's particular tax status and a bondholder's other items of income or deduction. Taxpayers who may be affected by such other tax consequences include, without limitation, financial institutions, certain insurance companies, S corporations, certain foreign corporations, individual recipients of Social Security or railroad retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry the Series 2019 Bonds. Bond Counsel expresses no opinion regarding any other such federal or state tax consequences. Prospective purchasers of the Series 2019 Bonds should consult their own tax advisors with regard to the other tax consequences of owning the Series 2019 Bonds.

Original Issue Premium Bonds

The Series 2019 Bonds that have an original yield below their respective interest rates, as shown on the inside cover of this Official Statement (collectively, the "**Premium Bonds**"), are being sold at a premium. An amount equal to the excess of the issue price of a Premium Bond over its stated redemption price at maturity constitutes premium on such Premium Bond. A purchaser of a Premium Bond must amortize any premium over such Premium Bond's term using constant yield principles, based on the purchaser's yield to maturity (or, in the case of Premium Bonds callable prior to their maturity, generally by amortizing the premium to the call date, based on the purchaser's yield to the call date and giving effect to any call premium). As premium is amortized, the amount of the amortization offsets a corresponding amount of interest for the period, and the purchaser's basis in such Premium Bond is reduced by a corresponding amount resulting in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes upon a sale or disposition of such Premium Bond prior to its maturity. Even though the purchaser's basis may be reduced, no federal income tax deduction is allowed. Purchasers of the Premium Bonds should consult their tax advisors with respect to the determination and treatment of premium for federal income tax purposes and with respect to the state and local tax consequences of owning a Premium Bond.

Original Issue Discount Bonds

The Series 2019 Bonds that have an original yield above their respective interest rates, as shown on the inside cover of this Official Statement (collectively, the "**Discount Bonds**"), are being sold at an original issue discount. The difference between the initial public offering prices of such Discount Bonds and their stated amounts to be paid at maturity constitutes original issue discount treated in the same manner for federal income tax purposes as interest, as described above.

The amount of original issue discount that is treated as having accrued with respect to a Discount Bond or is otherwise required to be recognized in gross income is added to the cost basis of the owner of the bond in determining, for federal income tax purposes, gain or loss upon disposition of such Discount Bond (including its sale, redemption or payment at maturity). Amounts received on disposition of such Discount Bond that are attributable to accrued or otherwise recognized original issue discount will be treated as federally tax-exempt interest, rather than as taxable gain, for federal income tax purposes.

Original issue discount is treated as compounding semiannually, at a rate determined by reference to the yield to maturity of each individual Discount Bond, on days that are determined by reference to the maturity date of such Discount Bond. The amount treated as original issue discount on such Discount Bond for a particular semiannual accrual period is equal to (a) the product of (i) the yield to maturity for such Discount Bond (determined by compounding at the close of each accrual period) and (ii) the amount that would have been the tax basis of such Discount Bond at the beginning of the particular accrual period if held by the original purchaser, less (b) the amount of any interest payable for such Discount Bond during the accrual period. The tax basis for purposes of the preceding sentence is determined by adding to the initial public offering price on such Discount Bond the sum of the amounts that have been treated as original issue discount for such purposes during all prior periods. If such Discount Bond is sold between semiannual compounding dates, original issue discount that would have been accrued for that semiannual compounding period for federal income tax purposes is to be apportioned in equal amounts among the days in such compounding period.

Owners of Discount Bonds should consult their tax advisors with respect to the determination and treatment of original issue discount accrued as of any date, with respect to when such original issue discount must be recognized as an item of gross income and with respect to the state and local tax consequences of owning a Discount Bond. Subsequent purchasers of Discount Bonds that purchase such Discount Bonds for a price that is higher or lower than the "adjusted issue price" of the Discount Bonds at the time of purchase should consult their tax advisors as to the effect on the accrual of original issue discount.

Backup Withholding

As a result of the enactment of the Tax Increase Prevention and Reconciliation Act of 2005, interest on federally tax-exempt obligations such as the Series 2019 Bonds is subject to information reporting in a manner similar to interest paid on taxable obligations. Backup withholding may be imposed on payments to any owner of the Series 2019 Bonds that fail to provide certain required information including an accurate taxpayer identification

number to any person required to collect such information pursuant to Section 6049 of the Code. The reporting requirement does not in and of itself affect or alter the excludability of interest on the Series 2019 Bonds from gross income for federal income tax purposes or any other federal tax consequence of purchasing, holding or selling federally tax-exempt obligations.

Changes in Federal and State Tax Law

From time to time, there are legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to under this heading "TAX MATTERS" or adversely affect the market value of the Series 2019 Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted it would apply to bonds issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value of the Series 2019 Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Series 2019 Bonds or the market value thereof would be impacted thereby. Purchasers of the Series 2019 Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based on existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Series 2019 Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending legislation, regulatory initiatives or litigation.

PROSPECTIVE PURCHASERS OF THE SERIES 2019 BONDS ARE ADVISED TO CONSULT THEIR OWN TAX ADVISORS PRIOR TO ANY PURCHASE OF THE SERIES 2019 BONDS AS TO THE IMPACT OF THE CODE UPON THEIR ACQUISITION, HOLDING OR DISPOSITION OF THE SERIES 2019 BONDS.

DOCUMENTS ACCOMPANYING DELIVERY OF THE SERIES 2019 BONDS

Absence of Litigation

Upon delivery of the Series 2019 Bonds, the City shall furnish the certificate of the Mayor of the City, dated the date of delivery of the Series 2019 Bonds, to the effect that there is no pending litigation now of record in any court nor is there any litigation, to his knowledge, threatened or contemplated, affecting in any manner either directly or indirectly:

1. the Series 2019 Bonds;
2. the issuance, delivery, and validity of said Series 2019 Bonds;
3. the provision of funds to pay the interest thereon and principal thereof when such payments shall become due;
4. the proceedings and authority under which provision of funds is made;
5. the members of the Governing Body or their right to their respective offices at the time of the issuance, execution and delivery of said Series 2019 Bonds;
6. the tax exempt status of the Series 2019 Bonds; or
7. the existence or powers of the City or the Governing Body.

Legal Matters

In addition to the approving legal opinions relating to the Series 2019 Bonds, the Purchaser will receive the opinion, dated the date of delivery of the Series 2019 Bonds, of Bond Counsel to the effect that, although it is not passing upon and does not assume any responsibility for the accuracy, completeness or fairness of the statements in this Official Statement, makes no representation that it has independently verified such statements and has

necessarily assumed the fairness, accuracy and completeness thereof, on the basis of its participation in the preparation of portions of this Official Statement and in connection with the rendering of its opinion as to the validity of the Series 2019 Bonds, nothing has come to its attention that would give it reason to believe that the Official Statement (except for the financial and statistical data included herein, as to which no view need be expressed) contains any untrue statement of a material fact or omits to state any material fact that is required to be stated herein or necessary to make the statements contained herein, in light of circumstances under which they are made, not misleading.

Certificates

The Purchaser shall receive a certificate, dated the date of the delivery of the Series 2019 Bonds, signed by the Mayor of the City and the Clerk of the City, certifying that, on the date of the execution of the certificate, they are duly chosen, qualified, and acting officers of the City occupying the offices indicated opposite their names. Further, the Mayor of the City and the Clerk of the City will certify that they have executed the Series 2019 Bonds by causing their signatures to be affixed to each Series 2019 Bond, and they do thereby recognize the said facsimile signatures as their true and lawful signatures, and they will further certify that the seal impressed upon each of said Series 2019 Bonds and on such certificate is the official seal of the City.

The Purchaser shall also receive a certificate, dated the date of delivery of the Series 2019 Bonds, signed by the Mayor of the City and the Clerk of the City certifying that this Official Statement, with respect to the Series 2019 Bonds, as of the date of this Official Statement, does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements herein, in light of the circumstances under which they are made, not misleading. In providing such certificate, the Mayor of the City and the Clerk of the City will state that they have not undertaken to independently verify information obtained or derived from the various State or federal government publications or other sources as presented herein.

MISCELLANEOUS

Any statements in this Official Statement involving matters of opinion or estimates, whether or not expressly so stated, are intended as such and not as representations of fact. No representation is made that any of the statements will be realized.

The references, excerpts and summaries of all documents referred to herein do not purport to be complete statements of the provisions of such documents, and reference is directed to all such documents for full and complete statements of all matters of fact relating to the Series 2019 Bonds, the security for the payment of the Series 2019 Bonds and the rights and obligations of the registered owners thereof.

The information contained in this Official Statement has been taken from sources considered reliable, but is not guaranteed. To the best of the City's knowledge, information in this Official Statement does not include any untrue statement of material fact nor does the information omit the statement of any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

References herein to the Act and the Resolution are only summaries, excerpts or brief outlines of certain provisions thereof and do not purport to summarize or describe all provisions thereof. Additional information may be obtained upon request from the office of the Clerk of the City, City Hall, 304 Highway 51, Ridgeland, Mississippi 39157, attention: Paula Tierce; telephone: (601) 856-7113 and Government Consultants, Inc., 116 Village Boulevard, Madison, Mississippi 39110, attention: Steve Pittman; telephone: (601) 982-0005.

The execution of this Official Statement has been duly authorized by the Board of Mayor and Aldermen of the City of Ridgeland, Mississippi.

CITY OF RIDGELAND, MISSISSIPPI

By _____
Gene F. McGee, Mayor

APPENDIX A

NOTICE OF BOND SALE

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NOTICE OF BOND SALE

\$19,960,000
CITY OF RIDGELAND, MISSISSIPPI
GENERAL OBLIGATION BONDS
SERIES 2019

APPENDIX B

**FISCAL YEAR 2018 AUDITED FINANCIAL STATEMENT,
AND FISCAL YEAR 2019 BUDGET**

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FISCAL YEAR 2018 AUDITED FINANCIAL STATEMENTS

FISCAL YEAR 2019 BUDGET

APPENDIX C

FORM OF OPINION OF BOND COUNSEL

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[FORM OF OPINION OF BOND COUNSEL]

[____, 2019]

Mayor and Board of Aldermen
City of Ridgeland, Mississippi
Ridgeland, Mississippi

Re: \$19,960,000 City of Ridgeland, Mississippi General Obligation Bonds 2019

Ladies and Gentlemen:

We have acted as bond counsel ("**Bond Counsel**") for the City of Ridgeland, Mississippi (the "**City**"), in connection with the issuance of the City of Ridgeland, Mississippi General Obligation Bonds Series 2019, dated the date of delivery thereof, in the total aggregate principal amount of \$19,960,000 (the "**Series 2019 Bonds**"). In such capacity, we have examined the Constitution and statutes of the State of Mississippi (the "**State**"), including particularly Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "**Act**"), and certified copies of the proceedings had by the Mayor and Board of Aldermen of the City (the "**Governing Body**"), including the adoption of resolutions on March 19, 2019, May 7, 2019, June 4, 2019 and July ___, 2019 (collectively, the "**Resolution**"), and other proofs submitted to use, relative to the sale and issuance by the City, acting by and through the Governing Body, of the Series 2019 Bonds.

The Series 2019 Bonds bear interest, mature and may be transferred and exchanged as set out in the Series 2019 Bonds and in the Resolution. Capitalized terms not defined herein are to be defined as set forth in the Resolution.

We have acted as Bond Counsel for the sole purpose of rendering an opinion with respect to the legality and validity of the Series 2019 Bonds under the laws of the State, including particularly the Act, and with respect to the excludability of the interest on the Series 2019 Bonds from federal and State income taxation. Regarding questions of fact material to our opinion, we have not investigated or verified original proceedings, records, data or other material, but have relied solely upon the certified transcript of proceedings described in the following paragraph and on the authenticity, truthfulness and completeness set forth in such documents, instruments and certificates. We have not assumed any responsibility with respect to the financial condition or capabilities of the City or the disclosure thereof in connection with the sale of the Series 2019 Bonds.

In our capacity as Bond Counsel, we have participated in the preparation of and have examined a certified transcript of proceedings pertaining to the Series 2019 Bonds which contains copies of certain proceedings of the City, customary certificates of officers, agents and representatives of the City and other public officials and other matters relating to the authorization and issuance of the Series 2019 Bonds, including a certification of the City prepared pursuant to Section 1.148-2(b)(2)(i) of the United States Treasury Regulations (the "**Non-Arbitrage Certificate**"). We have also examined Series 2019 Bond No. 1 of this issue.

Based on such examination and subject to the qualifications, statements of reliance, and assumptions herein, it is our opinion, on the date hereof, that:

1. Such proceedings reflect lawful authority for the sale and issuance of the Series 2019 Bonds by the City pursuant to the Constitution and laws of the State, including the Act, and the provisions of the Resolution.
2. The Series 2019 Bonds have been duly authorized, executed and delivered by the City under the provisions of the Resolution.
3. The Series 2019 Bonds are payable as to principal of, premium, if any, and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to rate or amount upon the taxable property within the geographical limits of the City; provided, however,

that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the Bond Fund for the Series 2019 Bonds, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Series 2019 Bonds due during the ensuing fiscal year of the City, in accordance with the provisions of the Resolution. The City, when necessary, will levy annually a special tax upon all taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of principal of and interest on the Series 2019 Bonds as the same falls due.

4. Under the existing statutes, regulations, rulings and court decisions, subject to the assumption stated below, interest on the Series 2019 Bonds is excludable from gross income for federal income tax purposes. Furthermore, interest on the Series 2019 Bonds is not a specific preference item for purposes of computing the federal alternative minimum tax. We express no opinion regarding other federal tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of the Series 2019 Bonds. In rendering the opinion contained in this paragraph 4, we have assumed continuing compliance with the requirements of the Internal Revenue Code of 1986, as amended (the "**Code**"), that must be met after the issuance of the Series 2019 Bonds in order that interest on the Series 2019 Bonds continue to be excludable from gross income for federal income tax purposes.
5. Under and pursuant to existing laws of the State, the Series 2019 Bonds and interest thereon are exempt from income taxes imposed by the State.

The Governing Body, acting for and on behalf of the City, has covenanted in the Resolution (a) to comply with each requirement of the Code necessary to maintain the excludability of interest on the Series 2019 Bonds from gross income for federal income tax purposes, and in furtherance thereof, to comply with the Non-Arbitrage Certificate, or such other covenants as may, from time to time, be required to be complied with in order to maintain the excludability of interest on the Series 2019 Bonds from gross income for federal income tax purposes, (b) to not use or permit the use of any of the proceeds of the Series 2019 Bonds, or any other funds of the City, directly or indirectly, to acquire any securities, bonds or other investment property, and (c) to not take or permit to be taken any other action or actions, which would cause any Series 2019 Bond to be an "arbitrage bond" as defined in Section 148 of the Code. Failure of the City to comply with such covenants could result in the interest on the Series 2019 Bonds being subject to federal income tax from the date of issue.

In rendering the opinion in paragraph 4 above, Bond Counsel has assumed the continuing compliance by the City with the tax covenants and representations in the Resolution and the representations in the Non-Arbitrage Certificate. These requirements relate to, *inter alia*, the use and investment of the gross proceeds of the Series 2019 Bonds, the use of any facility, equipment or improvement financed or refinanced directly or indirectly with the proceeds of the Series 2019 Bonds and rebate to the United States Treasury of specified arbitrage earnings, if any. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Series 2019 Bonds have resulted in a failure of the City to comply with its covenants. Failure of the City to comply with such covenants could result in the interest on the Series 2019 Bonds becoming subject to federal income tax from the date of issue.

Owners of the Series 2019 Bonds should consult their own tax advisors as to the applicability and effect on their federal income taxes of any other collateral federal income tax consequences.

It is understood that the rights of the owners of the Series 2019 Bonds and the enforceability of the Series 2019 Bonds and the Resolution may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar law affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, and that the enforcement thereof may be subject to the exercise of judicial discretion in appropriate cases.

In this opinion letter issued in our capacity as Bond Counsel, we are opining only upon those matters set forth herein, and we are not passing upon the accuracy, adequacy or completeness of any statements made in connection with any offer or sale of the Series 2019 Bonds or upon any federal or state tax consequences arising from the receipt or accrual of interest on or the ownership or disposition of the Series 2019 Bonds, except those specifically addressed herein.

In rendering the foregoing opinions, we have assumed the accuracy and truthfulness of all public records and of all certificates, resolutions, documents and other proceedings examined by us that have been executed or certified by public officials acting within the scope of their official capacities and have not verified the accuracy or truthfulness thereof. We also have assumed the genuineness of the signatures appearing upon such public records, certifications, resolutions, documents and proceedings. In rendering this opinion we have relied upon the opinion of Pyle, Mills, Dye and Pittman, Attorneys at Law, Ridgeland, Mississippi, counsel for the City, dated the date hereof, as to the due authorization and execution by and enforceability against the City as to the Series 2019 Bonds and the Resolution.

This opinion letter is issued as of the date hereof and we assume no obligation to revise or supplement this opinion letter to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Respectfully submitted,

BUTLER SNOW LLP

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APPENDIX D
FORM OF CONTINUING DISCLOSURE AGREEMENT

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CONTINUING DISCLOSURE AGREEMENT FOR THE SERIES 2019 BONDS

This Continuing Disclosure Agreement (this "**Disclosure Agreement**") is executed and delivered by the City of Ridgeland, Mississippi (the "**Issuer**") in connection with the execution and delivery of \$19,960,000 City of Ridgeland, Mississippi General Obligation Bonds Series 2019 (the "**Bonds**"). The Series 2019 Bonds are being executed and delivered pursuant to resolutions adopted by the Mayor and Board of Aldermen (the "**Governing Body**") of the Issuer on March 19, 2019, May 7, 2019, June 4, 2019 and July __, 2019 (collectively, the "**Resolution**"). The Issuer covenants and agrees as follows:

SECTION 1. Purpose of this Disclosure Agreement. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the "**SEC**").

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined herein, the following capitalized terms shall have the following meanings:

"**Annual Report**" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"**Dissemination Agent**" shall mean any Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"**Listed Events**" shall mean any of the events listed in Section 5 of this Disclosure Certificate.

"**MSRB**" shall mean the Municipal Securities Rulemaking Board. As of the date hereof, the MSRB's required method of filing is electronically via its Electronic Municipal Market Access (EMMA) system, which is currently available at <http://emma.msrb.org>.

"**Official Statement**" means the final Official Statement prepared in connection with the Bonds.

"**Participating Underwriter**" shall mean the original underwriter of the Bonds required to comply with the Rule in connection with an offering of the Bonds.

"**Rule**" shall mean Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as in effect on the date of this Disclosure Certificate.

SECTION 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than twelve (12) months following the end of the Issuer's fiscal year ending September 30, 2019, provide to the MSRB (in an electronic format as prescribed by the MSRB), an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than five (5) business days prior to said date, the Issuer shall provide the Annual Report to the Dissemination Agent (if other than the Issuer). The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report. The information to be updated may be reported in any format chosen by the Issuer; it is not required that the format reflected in the Official Statement be used in future years.

(b) If the Issuer is unable to provide to the MSRB an Annual Report by the date required in subsection (a), the Issuer shall file or cause to be filed with the MSRB a notice in substantially the form attached to this Disclosure Certificate as Exhibit "A," or in another form determined by the Issuer.

SECTION 4. Content of Annual Reports. The Issuer's Annual Report shall contain or incorporate by reference the following:

(a) A copy of its annual financial statements, if any, prepared in accordance with generally accepted accounting principles audited by a firm of certified public accountants. If audited annual financial statements are not available by the time specified in Section 3(a) above, audited financial statements will be provided when and if available.

(b) An update of the type of information identified in Exhibit "B" hereto, which is contained in the tables in the Official Statement with respect to the Bonds.

Any or all of the items listed above may be incorporated by reference from other documents (including official statements), which are available to the public on the MSRB's Internet Web Site or filed with the SEC. The Issuer shall clearly identify each such document incorporated by reference.

SECTION 5. Reporting of Listed Events. The Issuer shall file or cause to be filed with the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, notice of any of the events listed below with respect to the Bonds. All of the events currently mandated by the Rule are listed below; however, some may not apply to the Bonds.

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, *if material*;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of bondholders, *if material*;
- (8) Bond calls, *if material*, and tender offers;
- (9) Defeasances;
- (10) Release, substitution or sale of property securing repayment of the Bonds, *if material*;
- (11) Rating changes;

(12) Bankruptcy, insolvency, receivership or similar event of the obligated person;⁹

(13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, *if material*;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, *if material*;

(15) Incurrence of a financial obligation¹⁰ of the obligated person, *if material*, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect security holders, *if material*; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation² of the obligated person, any of which reflect financial difficulties.

SECTION 6. Format; Identifying Information. All documents provided to the MSRB pursuant to this Disclosure Certificate shall be in the format prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB.

As of the date of this Disclosure Certificate, all documents submitted to the MSRB must be in portable document format (PDF) files configured to permit documents to be saved, viewed, printed and retransmitted by electronic means. In addition, such PDF files must be word-searchable, provided that diagrams, images and other non-textual elements are not required to be word-searchable.

SECTION 7. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the earliest of: (i) the date of legal defeasance, prior redemption or payment in full of all of the Bonds; (ii) the date that the Issuer shall no longer constitute an "obligated person" within the meaning of the Rule; or (iii) the date on which those portions of the Rule which require this written undertaking are held to be invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Bonds.

SECTION 8. Dissemination Agent.

(a) The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist the Issuer in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If the Issuer elects not

⁹ For the purposes of the event identified in subparagraph (b)(5)(i)(C)(12) of the Rule, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and official or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

¹⁰ For purposes of the events identified in subparagraphs (b)(5)(i)(C)(15) and (16) of the Rule, the term "financial obligation" is defined to mean a (A) debt obligation; (B) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) a guarantee of (A) or (B). The term "financial obligation" does not include municipal securities as to which a final official statement has been otherwise provided to the MSRB consistent with the Rule. Numerous other terms contained in these subsections and/or in the definition of "financial obligation" are not defined in the Rule; SEC Release No. 34-83885 contains a discussion of the current SEC interpretation of those terms. For example, in the Release, the SEC provides guidance that the term "debt obligation" generally should be considered to include only lease arrangements that operate as vehicles to borrow money.

to appoint a successor Dissemination Agent, it shall perform the duties thereof under this Disclosure Certificate. The Dissemination Agency shall have only such duties as are specifically set forth in this Disclosure Certificate and any other agreement between the Issuer and the Dissemination.

(b) In addition to the filing duties on behalf of the Issuer described in this Disclosure Certificate, the Dissemination Agent shall:

(1) each year, prior to the date for providing the Annual Report, determine the appropriate electronic format prescribed by the MSRB;

(2) send written notice to the Issuer at least 45 days prior to the date the Annual Report is due stating that the Annual Report is due as provided in Section 3(a) hereof; and

(3) if the Dissemination Agent is other than the Issuer, certify in writing to the Issuer that the Annual Report has been provided pursuant to this Disclosure Certificate and the date it was provided.

(4) If the Annual Report (or any portion thereof) is not provided to the MSRB by the date required in Section (3)(a), the Dissemination Agent shall file with the MSRB a notice in substantially the form attached to this Disclosure Certificate as Exhibit A or in another form determined by the Issuer.

SECTION 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate and may waive any provision of this Disclosure Certificate, without the consent of the holders and beneficial owners of the Bonds, if such amendment or waiver does not, in and of itself, cause the undertakings herein (or action of any Participating Underwriter in reliance on the undertakings herein) to violate the Rule, but taking into account any subsequent change in or official interpretation of the Rule. The Issuer will provide notice of such amendment or waiver to the MSRB.

SECTION 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 11. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriter and the holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

IN WITNESS WHEREOF, the Issuer has caused this Disclosure Agreement to be executed by a duly authorized officer of the Issuer as of this _____ day of _____, 2019.

(SEAL)

CITY OF RIDGELAND, MISSISSIPPI

By _____
Mayor

ATTEST:

By _____
City Clerk

EXHIBIT "A"

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Ridgeland
Name of Bond Issue: \$19,960,000 City of Ridgeland, Mississippi General Obligation Bonds Series
2019 (the "**Bonds**")
Date of Issuance: _____, 2019
CUSIP Number: _____

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate dated _____, 2019. The Issuer anticipates that the Annual Report will be filed by _____.

Dated: _____, _____

EXHIBIT "B"

OFFICIAL STATEMENT TABLES TO BE UPDATED

Government

Name	Occupation	Position Held Since

TAX INFORMATION

Assessed Valuation of the City¹¹

Assessment Year	Real Property	Personal Property	Public Utility Property	Mobile Homes	Auto- Mobiles	Total

¹¹ The total assessed valuation is approved in September preceding the fiscal year of the City and represents the value of real property, personal property and public utility property for the year indicated on which taxes are assessed for the following fiscal year's budget. For example, the taxes for the assessed valuation figures for 20__ are collected starting in January, 20__ for the 20__-20__ fiscal year budget of the City.

Tax Levy Per \$1,000 Valuation

City - General Purpose:					
Operating Millage					
Debt Millage					
Total for City:					

Ad Valorem Tax Collections

Fiscal Year Ended September 30	Amount Budgeted	Amount Collected	Difference Over/(Under)

Outstanding General Obligation Bonded Debt

(as of _____)

Issue	Date of Issue	Outstanding Principal

Other Outstanding Debt

(as of _____)

Issue	Date of Issue	Outstanding Principal

PRELIMINARY OFFICIAL STATEMENT
Dated June 4, 2019

**ONE (1) NEW ISSUE
BOOK-ENTRY ONLY**

**RATING: Moody's: "___"
(See "Rating" herein)
(Application Made)**

In the opinion of Butler Snow LLP, Ridgeland, Mississippi, Bond Counsel, under existing laws, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and continuing compliance by the City (as defined below) with certain covenants described herein, interest on the Series 2019 Bonds (as defined below) is excludable from gross income for federal income tax purposes pursuant to Section 103 of the Code (as defined herein) and interest on the Series 2019 Bonds is excludable from alternative minimum taxable income as defined in Section 55(b)(2) of the Code. Such excludability is conditioned on continuing compliance with certain tax covenants of the City. In the opinion of Bond Counsel under existing laws, regulations, rulings and judicial decisions, interest on the Series 2019 Bonds is exempt from all income taxation in the State of Mississippi. See "TAX MATTERS" herein and APPENDIX C - FORM OF OPINION OF BOND COUNSEL attached hereto.

\$19,960,000
CITY OF RIDGELAND, MISSISSIPPI
GENERAL OBLIGATION BONDS
SERIES 2019

Dated: Date of Delivery

Due: August 1, as shown on the inside cover

Interest on the \$19,960,000 City of Ridgeland, Mississippi General Obligation Bonds Series 2019 (the "**Series 2019 Bonds**") will be payable semiannually on February 1 and August 1 of each year, commencing August 1, 2020. The Series 2019 Bonds are being issued by the City of Ridgeland, Mississippi (the "**City**") to raise money for the purpose of financing certain capital projects and improvements which shall consist of purchasing, erecting, repairing, improving, adorning and equipping municipal buildings, and purchasing land therefor; constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; establishing, repairing, improving and extending sanitary, storm, drainage or sewerage systems; constructing bridges and culverts; repairing, improving and extending water and other public utility distribution systems; purchasing land for parks and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of other recreational facilities; protecting the municipality, its streets and sidewalks from overflow, caving banks and other like dangers; and for other authorized purposes under the Act, including paying for the costs of the sale and issuance of the Series 2019 Bonds. The Board of Mayor and Aldermen of the City have designated _____, to serve as paying agent, transfer agent and registrar of the Series 2019 Bonds (the "**Paying and Transfer Agent**").

The Series 2019 Bonds will be issued as fully registered bonds in denominations of \$5,000 or any integral multiple thereof and registered in the name of Cede & Co., as nominee of The Depository Trust Company ("**DTC**"), New York, New York, which will act as securities depository for the Series 2019 Bonds under a book-entry-only system, as described herein. So long as the Series 2019 Bonds are held in book-entry form, beneficial owners of Series 2019 Bonds will not receive physical delivery of bond certificates.

The principal of, and interest on, the Series 2019 Bonds will be payable by the Paying and Transfer Agent to DTC, which will in turn remit such principal and interest to its Direct Participants (as defined herein) and Indirect Participants (as defined herein), which will in turn remit such principal, and interest to the beneficial owners of the Series 2019 Bonds. If the date for payment is not a business day, then the payment shall be made on the next succeeding business day with the same force and effect as if made on the payment date. See "DESCRIPTION OF THE SERIES 2019 BONDS – Book-Entry Only System" herein.

The Series 2019 Bonds are general obligations of the City and are secured by a pledge of the full faith, credit and taxing power of the City as provide herein.

The Series 2019 Bonds will be subject to redemption prior to maturity as provided herein.

The Series 2019 Bonds are offered subject to the final approving opinion of Butler Snow LLP, Ridgeland, Mississippi, Bond Counsel. Certain legal matters will be passed upon for the City by its counsel, Pyle, Mills, Dye and Pittman, Attorneys at Law, Ridgeland, Mississippi. Government Consultants, Inc., Madison, Mississippi, serves as the Financial Advisor to the City in connection with the sale and issuance of the Series 2019 Bonds. It is expected that delivery of the Series 2019 Bonds in definitive form will be made in New York, New York, on or about _____, 2019.

Dated: _____, 2019

This Preliminary Official Statement and certain of the information contained herein is in a form deemed final for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (except for the omission of certain information permitted to be omitted under Rule 15c2-12(b)(1)). This Preliminary Official Statement and the information contained herein are subject to revisions, completion or amendment in the final Official Statement. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

\$19,960,000
CITY OF RIDGELAND, MISSISSIPPI
GENERAL OBLIGATION BONDS
SERIES 2019

MATURITY SCHEDULE

Year (August 1)	Principal Amount	Interest Rate	Yield	CUSIPS¹
2020	\$400,000			
2021	400,000			
2022	400,000			
2023	400,000			
2024	400,000			
2025	800,000			
2026	800,000			
2027	1,135,000			
2028	1,180,000			
2029	1,220,000			
2030	1,095,000			
2031	1,130,000			
2032	1,170,000			
2033	1,210,000			
2034	1,255,000			
2035	1,300,000			
2036	1,345,000			
2037	1,390,000			
2038	1,440,000			
2039	1,490,000			

¹ CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services ("CGS"), which is managed for the American Bankers Association by S&P Capital IQ. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP services. The assignment of a CUSIP number to the Series 2019 Bonds by CGS is not intended to be, and should not be construed as, an endorsement of the Series 2019 Bonds, a recommendation to purchase, sell or hold the Series 2019 Bonds or an opinion as to the legal validity of the Series 2019 Bonds.

THE CITY OF RIDGELAND, MISSISSIPPI

GENE F. MCGEE
MAYOR

BOARD OF ALDERMEN

D.I. SMITH
KEN HEARD
CHUCK GAUTIER
KEVIN HOLDER
BRIAN RAMSEY
BILL LEE
WESLEY HAMLIN

PAULA TIERCE
CITY CLERK

PYLE, MILLS, DYE AND PITTMAN, ATTORNEYS AT LAW
RIDGELAND, MISSISSIPPI
CITY ATTORNEY

GOVERNMENT CONSULTANTS, INC.
JACKSON, MISSISSIPPI
FINANCIAL ADVISOR

BUTLER SNOW LLP
RIDGELAND, MISSISSIPPI
BOND COUNSEL

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OFFICIAL STATEMENT SUMMARY

THE OFFERING

\$19,960,000
CITY OF RIDGELAND, MISSISSIPPI
GENERAL OBLIGATION BONDS
SERIES 2019

The Issuer	City of Ridgeland, Mississippi (the " <u>City</u> ").
Issue and Date	\$19,960,000 City of Ridgeland, Mississippi General Obligation Bonds Series 2019, dated the date of delivery thereof (the " <u>Series 2019 Bonds</u> ").
Authority	Sections 21-33-301 <i>et seq.</i> , Mississippi Code of 1972, as amended and supplemented from time to time (the " <u>Act</u> ").
Use of Proceeds	The Series 2019 Bonds are being issued to raise money for the purpose of financing certain capital projects and improvements which shall consist of purchasing, erecting, repairing, improving, adorning and equipping municipal buildings, and purchasing land therefor; constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; establishing, repairing, improving and extending sanitary, storm, drainage or sewerage systems; constructing bridges and culverts; repairing, improving and extending water and other public utility distribution systems; purchasing land for parks and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of other recreational facilities; protecting the municipality, its streets and sidewalks from overflow, caving banks and other like dangers; and for other authorized purposes under the Act and paying the costs of the sale and issuance of the Series 2019 Bonds (see "DESCRIPTION OF THE PROJECT" herein).
Amounts and Maturities	The Series 2019 Bonds will mature on August 1 in the years and amounts as set forth on the inside cover page hereof.
Interest Payment Dates	February 1 and August 1 of each year, commencing August 1, 2020.
Redemption Provisions	The Series 2019 Bonds will be subject to redemption prior to maturity and without premium, at the option of the City, as provided herein (see "DESCRIPTION OF THE SERIES 2019 BONDS - Redemption Provisions" herein).
Security for Payment	Pursuant to the Act, the Series 2019 Bonds will be general obligations of the City and will be secured by a pledge of the full faith, credit and taxing power of the City (see "DESCRIPTION OF THE SERIES 2019 BONDS - Security" herein).
Tax Exemption	In the opinion of Bond Counsel (as defined herein), assuming continuing compliance with certain covenants by the City, under existing laws, regulations, rulings, and judicial decisions, interest on the Series 2019 Bonds is excludable from gross income for federal tax purposes. Interest on the Series 2019 Bonds is not a specific preference item for purposes of the federal alternative minimum tax. Under existing laws, regulations, rulings and judicial decisions, interest on the Series 2019 Bonds is exempt from income taxation in the State of Mississippi. For a more complete description of such opinion and certain other tax consequences incident to the ownership of the Series 2019 Bonds, see "TAX MATTERS" herein and APPENDIX C - FORM OF OPINION OF BOND COUNSEL attached hereto.
Disclosure Certificates	The original purchaser of the Series 2019 Bonds, concurrently with the delivery of the Series 2019 Bonds, shall receive a certificate signed by certain officials of the City regarding the adequacy of disclosure contained in this Official Statement (see "DOCUMENTS ACCOMPANYING DELIVERY OF THE SERIES 2019 BONDS" herein).

The above information is qualified in its entirety by the detailed information and financial information appearing elsewhere in this Official Statement, including the Appendices.

No dealer, broker, sales representative or other person has been authorized by the City of Ridgeland, Mississippi (the "City") to give any information or to make any representations other than those contained herein and, if given or made, such other information or representation must not be relied upon as having been authorized by the City. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Series 2019 Bonds by any person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof.

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OFFICIAL STATEMENT

\$19,960,000
CITY OF RIDGELAND, MISSISSIPPI
GENERAL OBLIGATION BONDS
SERIES 2019

INTRODUCTION

The purpose of this Official Statement, which includes the cover page, the inside cover page and the Appendices hereto, is to set forth certain information concerning the City of Ridgeland, Mississippi (the "City") and the City's \$19,960,000 General Obligation Bonds Series 2019 (the "Series 2019 Bonds").

Reference is made to the Act (as hereinafter defined), the Resolution (as hereinafter defined) and any and all modifications and amendments thereof for a description of the nature and extent of the security of the Series 2019 Bonds, the pledge of tax revenues for the payment of the principal of and interest on the Series 2019 Bonds, the nature and extent of said pledge and the terms and conditions under which the Series 2019 Bonds are issued.

DESCRIPTION OF THE SERIES 2019 BONDS

General

The Series 2019 Bonds will be issued pursuant to the provisions of Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "Act"), and certain resolutions adopted by the Mayor and Board of Aldermen of the City (the "Governing Body") on March 19, 2019, May 7, 2019, June 4, 2019 and July __, 2019 (collectively, the "Resolution"). The Series 2019 Bonds are being issued to raise money for the purpose of financing certain capital projects and improvements which shall consist of purchasing, erecting, repairing, improving, adorning and equipping municipal buildings, and purchasing land therefor; constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; establishing, repairing, improving and extending sanitary, storm, drainage or sewerage systems; constructing bridges and culverts; repairing, improving and extending water and other public utility distribution systems; purchasing land for parks and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of other recreational facilities; protecting the municipality, its streets and sidewalks from overflow, caving banks and other like dangers; and for other authorized purposes under the Act and paying the costs of the sale and issuance of the Series 2019 Bonds (see "DESCRIPTION OF THE PROJECT" herein).

In order to issue the Series 2019 Bonds, the Governing Body adopted a resolution declaring its intention to issue the Series 2019 Bonds and gave notice of such intention by publication of said resolution in a newspaper having general circulation in the City. If ten percent, or 1,500, whichever had been less, of the qualified electors of the City had filed a written protest against the issuance of the Series 2019 Bonds on or before the date specified in said resolution, an election on the question of the issuance of the Series 2019 Bonds would have been held. May 7, 2019 was set by the Governing Body as the date on or before which written protest was required to have been filed. No written or other protest having been received on or before said date, the Governing Body is now authorized and empowered by the Act to issue the Series 2019 Bonds without the necessity of calling and holding an election on the question of the issuance thereof.

The Series 2019 Bonds general obligations of the City secured by the full faith, credit and resources of the City and will continue to be payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate, or amount upon all the taxable property within the geographical limits of the City; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the bond fund of the Series 2019 Bonds, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Series 2019 Bonds due during the ensuing fiscal year of the City, in accordance with the provisions of the Bond Resolution securing the Series 2019 Bonds. The City, when necessary, will levy

annually a special tax upon all taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of the principal of and the interest on the Series 2019 Bonds as the same falls due.

The Series 2019 Bonds will initially be dated the date of delivery thereof, and will be issued as fully registered bonds in denominations of \$5,000 or any integral multiple thereof, bearing interest at the rates per annum set forth on the inside cover page hereof, payable semiannually on February 1 and August 1 of each year, commencing on August 1, 2020. The Governing Body has designated _____, _____, _____, to serve as paying agent, transfer agent and registrar of the Series 2019 Bonds (the "**Paying and Transfer Agent**").

The Series 2019 Bonds will initially be held in a book-entry-only system administered by The Depository Trust Company, New York, New York ("**DTC**"). Principal of and interest on the Series 2019 Bonds held in book-entry form shall be payable as described herein under the heading "DESCRIPTION OF THE SERIES 2019 BONDS - Book-Entry-Only System."

The principal of and interest on, the Series 2019 Bonds will be payable by the Paying and Transfer Agent to DTC, which will in turn remit such principal and interest to its Direct Participants (as hereinafter defined) and Indirect Participants (as hereinafter defined), which will in turn remit such principal and interest to the beneficial owners of the Series 2019 Bonds. If the date for payment is not a business day, then the payment shall be made on the next succeeding business day with the same force and effect as if made on the payment date. The record date for the payment of interest on the Series 2019 Bonds is the close of business on the date which shall be the 15th day (whether or not a business day) of the calendar month next preceding each interest payment date.

The Series 2019 Bonds will mature on August 1 in the years and in the amounts set forth on the inside cover page hereto.

Security

The Series 2019 Bonds will be general obligations of the City. The full faith, credit and taxing power of the City are irrevocably pledged to secure the payment of the principal of and interest on the Series 2019 Bonds, which are payable out of and secured by the avails of a direct and continuing tax to be levied annually without limitation as to rate or amount upon the taxable property within the geographical limits of the City; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the Bond Fund (as defined in the Bond Resolution), or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Series 2019 Bonds due during the ensuing fiscal year of the City. The City, when necessary, will levy annually a special tax upon all taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of principal of and interest on the Series 2019 Bonds as the same falls due.

The qualified electors of the State of Mississippi (the "**State**") voted in a general election held on November 7, 1995, to amend the Mississippi Constitution of 1890 (the "**Constitution**") to add the following new Section 172A (the "**Amendment**"):

SECTION 172A. Neither the Supreme Court nor any inferior court of this state shall have the power to instruct or order the state or any political subdivision thereof, or an official of the state or any political subdivision, to levy or increase taxes.

The Amendment does not affect the underlying obligation to pay the principal of and interest on the Series 2019 Bonds as they mature and become due nor does it affect the obligation to levy a tax sufficient to accomplish that purpose. However, even though it appears that the Amendment was not intended to affect registered owners' remedies in the event of a payment default, it potentially prevents registered owners from obtaining a writ of mandamus to compel the levying of taxes to pay the principal of and interest on the Series 2019 Bonds in a court of the State. It is not certain whether the Amendment would affect the right of a federal court to direct the levy of a tax to satisfy a contractual obligation. Other effective remedies are available to the Bondholders in the event of a payment default with respect to the Series 2019 Bonds.

Redemption Provisions

Optional Redemption. The Series 2019 Bonds maturing on August 1, 2030, and thereafter, are subject to redemption prior to their stated dates of maturity at par, plus accrued interest to the date of redemption, either in whole, or in part, at any time on or after August 1, 2029.

Notice of Redemption. Notice of each such redemption shall be mailed, postage prepaid, not less than 30 days prior to the redemption date and not more than sixty (60) days prior to the date fixed for redemption, to all registered owners of the Series 2019 Bonds to be redeemed at their addresses as they appear on the records of the Paying and Transfer Agent.

Defeasance of Series 2019 Bonds

Under the Resolution, Series 2019 Bonds for the payment of which sufficient moneys, or, to the extent permitted by the laws of the State, (a) direct obligations of, or obligations for the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America ("**Government Obligations**"), or (b) certificates of deposit or municipal obligations fully secured by Government Obligations, or (c) evidences of ownership of proportionate interests in future interest or principal payments on Government Obligations held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor on the Government Obligations and which Government Obligations are not available to satisfy any claim of the custodian or any person claiming through the custodian or to whom the custodian may be obligated, or (d) State and Local Government Series ("**SLGS**") Securities, or (e) municipal obligations, the payment of the principal of, interest and redemption premium, if any, on which are irrevocably secured by Government Obligations and which Government Obligations are not subject to redemption prior to the date on which the proceeds attributable to the principal of such obligations are to be used and have been deposited in an escrow account which is irrevocably pledged to the payment of the principal of and interest and redemption premium, if any, on such municipal obligations (all of which collectively, with Government Obligations, "Defeasance Securities"), shall have been deposited with an escrow agent appointed for such purpose, which may be the Paying and Transfer Agent, all to the extent provided in the Resolution, shall be deemed to have been paid, shall cease to be entitled to any lien, benefit or security under the Resolution and shall no longer be deemed to be outstanding thereunder, and the registered owners shall have no rights in respect thereof except to receive payment of the principal of and interest on such Series 2019 Bonds from the funds held for that purpose. Defeasance Securities shall be considered sufficient under the Resolution if said investments, with interest, mature and bear interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest and to pay principal when due on such Series 2019 Bonds.

Ownership

The City, the Paying and Transfer Agent, and any other person may treat the person in whose name any Series 2019 Bond is registered as the absolute owner of such Series 2019 Bond for the purpose of making payment of the principal thereof and premium, if any, thereon, and for the further purpose of making payment of the interest thereon, and for all other purposes, whether or not such Series 2019 Bond is overdue. Neither the City nor the Paying and Transfer Agent shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the owner of any Series 2019 Bond in accordance with the Resolution shall be valid and effective and shall discharge the liability of the City and the Paying and Transfer Agent for such Series 2019 Bond to the extent of the sums paid.

Registration

For so long as DTC acts as securities depository for the Series 2019 Bonds, the registration and transfer of ownership interests in Series 2019 Bonds shall be accomplished by book entries made by DTC and the Direct Participants and, where appropriate, the Indirect Participants (as such terms are hereinafter defined), as described herein under the heading "DESCRIPTION OF THE SERIES 2019 BONDS-Book-Entry-Only System."

Book-Entry-Only System

The City has determined that it will be beneficial to have the Series 2019 Bonds held by a central depository system and to have transfers of the Series 2019 Bonds affected by book-entry on the books of DTC as

such central depository system. Accordingly, Beneficial Ownership interests in the Series 2019 Bonds will be available in book-entry-only form, in the principal amount of \$5,000 or integral multiples thereof. Purchasers of Beneficial Ownership interests in the Series 2019 Bonds (the "**Beneficial Owners**") will not receive certificates representing their interests in the Series 2019 Bonds purchased.

The information provided under this caption has been provided by DTC. No representation is made by the City, the Purchaser (as defined herein) or the Paying and Transfer Agent as to the accuracy or adequacy of such information, or as to the absence of material adverse changes in such information subsequent to the date hereof.

DTC will act as securities depository for the Series 2019 Bonds. The Series 2019 Bonds will be initially issued as fully-registered Series 2019 Bonds registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by the authorized representative of DTC. One fully-registered Series 2019 Bond certificate for each maturity will be issued for the Series 2019 Bonds in the aggregate principal amount of each maturity and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York, Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instrument from over 100 countries that DTC's participants ("**Direct Participants**") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions, in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("**DTCC**"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("**Indirect Participants**"). DTC has S&P's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Series 2019 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for such Series 2019 Bonds on DTC's records. The ownership interest of each actual purchaser or Beneficial Owner of each Series 2019 Bond is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2019 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2019 Bonds, except in the event that use of the book-entry system for the Series 2019 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2019 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2019 Bonds with DTC and their registration in the name of Cede & Co. or such other nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2019 Bonds. DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2019 Bonds are credited, which may or may not be the Beneficial Owners. The Direct Participants and the Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Series 2019 Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an "Omnibus Proxy" to the Paying and Transfer Agent as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2019 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal payments and interest payments on the Series 2019 Bonds will be made to Cede & Co. or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Paying and Transfer Agent, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Paying and Transfer Agent, or the City subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, principal payments and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Paying and Transfer Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2019 Bonds at any time by giving reasonable notice to the City. Under such circumstances, and in the event that a successor depository is not obtained, Series 2019 Bond certificates are required to be printed and delivered.

In addition, the City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Series 2019 Bond certificates will be printed and delivered to DTC.

The information in this section and elsewhere in this Official Statement concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

So long as Cede & Co. is the registered holder of the Series 2019 Bonds as nominee of DTC, references herein to the holders or registered owners of the Series 2019 Bonds mean Cede & Co. and not the Beneficial Owners of the Series 2019 Bonds.

THE CITY AND THE PAYING AND TRANSFER AGENT CANNOT AND DO NOT GIVE ANY ASSURANCES THAT THE DIRECT PARTICIPANTS OR THE INDIRECT PARTICIPANTS WILL DISTRIBUTE TO THE BENEFICIAL OWNERS OF THE SERIES 2019 BONDS (A) PAYMENTS OF PRINCIPAL OF OR INTEREST OR REDEMPTION PREMIUM, IF ANY, ON THE SERIES 2019 BONDS; (B) CERTIFICATES REPRESENTING AN OWNERSHIP INTEREST OR OTHER CONFIRMATION OF BENEFICIAL OWNERSHIP INTERESTS IN THE SERIES 2019 BONDS; OR (C) REDEMPTION OR OTHER NOTICES SENT TO DTC OR CEDE & CO., ITS NOMINEE, AS THE REGISTERED OWNERS OF THE SERIES 2019 BONDS, OR THAT THEY WILL DO SO ON A TIMELY BASIS OR THAT DTC OR DIRECT OR INDIRECT PARTICIPANTS WILL SERVE AND ACT IN THE MANNER DESCRIBED IN THIS OFFICIAL STATEMENT. THE CURRENT "RULES" APPLICABLE TO DTC ARE ON FILE WITH THE SECURITIES AND EXCHANGE COMMISSION AND THE CURRENT "PROCEDURES" OF DTC TO BE FOLLOWED IN DEALING WITH DIRECT OR INDIRECT PARTICIPANTS ARE ON FILE WITH DTC.

NEITHER THE CITY NOR THE PAYING AND TRANSFER AGENT WILL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO SUCH DIRECT OR INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO (A) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DIRECT OR INDIRECT PARTICIPANT; (B) THE PAYMENT BY ANY DIRECT OR INDIRECT PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL AMOUNT OF OR INTEREST OR REDEMPTION PREMIUM, IF ANY, ON THE SERIES 2019 BONDS; (C) THE DELIVERY BY ANY DIRECT OR INDIRECT PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE RESOLUTION TO BE GIVEN TO BONDHOLDERS; (D) THE SELECTION OF THE BENEFICIAL OWNERS

TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE SERIES 2019 BONDS;
OR (E) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS BONDHOLDER.

Debt Service Requirements for the Series 2019 Bonds

The following tables set forth the estimated annual debt service requirements for the Series 2019 Bonds:

Year	Principal	Interest	Total Debt Service on the Series 2019 Bonds
2020	\$400,000		
2021	400,000		
2022	400,000		
2023	400,000		
2024	400,000		
2025	800,000		
2026	800,000		
2027	1,135,000		
2028	1,180,000		
2029	1,220,000		
2030	1,095,000		
2031	1,130,000		
2032	1,170,000		
2033	1,210,000		
2034	1,255,000		
2035	1,300,000		
2036	1,345,000		
2037	1,390,000		
2038	1,440,000		
2039	<u>1,490,000</u>		
TOTAL	<u>\$19,960,000.00</u>		

Additional Information

For additional details regarding the description of the Series 2019 Bonds, reference is made to the Notice of Bond Sale for the Series 2019 Bonds included in this Official Statement as APPENDIX A.

APPLICATION OF THE PROCEEDS OF THE SERIES 2019 BONDS

Par Amount of Series 2019 Bonds	\$19,960,000
[Plus Net Original Issue Premium]	
Total Sources of Funds	
Estimated Uses of Funds	
Deposit to the Construction Fund for the Series 2019 Bonds ¹	
Total Uses of Funds	

DESCRIPTION OF THE PROJECT

The Series 2019 Bonds are being issued to raise money for the purpose of financing certain capital projects and improvements which shall consist of purchasing, erecting, repairing, improving, adorning and equipping municipal buildings, and purchasing land therefor; constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; establishing, repairing, improving

and extending sanitary, storm, drainage or sewerage systems; constructing bridges and culverts; repairing, improving and extending water and other public utility distribution systems; purchasing land for parks and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of other recreational facilities; protecting the municipality, its streets and sidewalks from overflow, caving banks and other like dangers; and for other authorized purposes under the Act and paying the costs of the sale and issuance of the Series 2019 Bonds.

THE CITY

General Description

The City of Ridgeland (the "**City**") is located in the southern most portion of Madison County, Mississippi (the "**County**"), which is located in the central portion of the State of Mississippi (the "**State**"). The City is located two miles north of Jackson, the capital of the State, 200 miles north of New Orleans, Louisiana, and 198 miles south of Memphis, Tennessee.

Population

The population of the City has been recorded as follows:

1990	2000	2010	2017 Estimate
12,952	20,173	24,047	24,266

SOURCE: Census Data at website: www.census.gov; February 2019.

Government

The City operates under the Mayor-Board of Aldermen form of government. The Board of Aldermen (the "**Board of Aldermen**") of the City consists of seven Board of Aldermen members, six of whom are elected from separate wards and one who is elected at large. The Mayor, who is elected at large, and members of the Board of Aldermen are elected for concurrent four year terms. The current Mayor and members of the Board of Aldermen whose terms expire June 30, 2021, are:

Name	Occupation	Position Held Since
Gene F. McGee	Mayor	July/1989
D. I. Smith ¹	Property Manager	March/2012
Ken Heard	Cytotechnologist	July/2001
Chuck Gautier	Consultant	July/2001
Kevin Holder	Electrical Contractor	July/2005
Brian Ramsey	Partner - Residential Builder	July/2009
William "Bill" Lee	Insurance	July/2017
Wesley Hamlin	Co-Owner – Linen Service	July/2009

Transportation

Interstate Highways 55, 20 and 220 and U.S. Highway 51 provide access to most areas of the City. Other major forms of transportation are available in the City. The Illinois Central Railroad provides rail service to the City. Commercial air transportation is available at the Jackson- Medgar Wiley Evers International Airport in Jackson, Mississippi, eighteen miles distant with a runway length of 8,500 feet. Non-commercial air transportation is available nearby within the County at Bruce Campbell Airport in the City of Madison. The City is served by the Port of Vicksburg, which has a channel depth of nine feet and is located fifty-five miles to the west on the Mississippi River in Warren County.

¹ Alderman at large

Per Capita Income

Year	County	Mississippi	United States	County as % Of U.S.
2017	\$61,895	\$36,636	\$51,640	120%
2016	60,555	35,812	49,831	122
2015	59,118	35,137	48,940	121
2014	58,613	34,633	47,025	125
2013	56,284	33,851	44,826	126

SOURCE: Bureau of Economic Analysis, *Regional Economic Accounts – Per Capita Personal Income*, (data last updated November 15, 2018). Information available as of February 2019.

Retail Sales and Sales Tax Collected for the City

State Fiscal Year Ended June 30	Amount of Sales	Sales Tax Collected
2018	\$1,124,501,967	
2017	1,102,686,996	
2016	1,118,148,664	
2015	1,048,733,389	
2014	1,068,969,303	

SOURCE: Mississippi Department of Revenue, Annual Reports, 2014-2018, February 2019.

Major Employers of the County

The following is a partial listing of the County's major employers, their products or services and their approximate number of employees:

Employer	Employees	Product/Service
C-Spire	675	Wireless communications provider
Cellular South	650	Wireless communications provider
Madison County Schools	450	Education
Butler Snow LLP	335	Law firm
BankPlus	334	Financial /Banking services
City of Ridgeland	272	Government
Wal-Mart Superstore	267	Retail

SOURCE: City of Ridgeland, MS Comprehensive Annual Financial Report for Fiscal Year ended September 30, 2017. Information available as of February 2019.

Unemployment Statistics of the County

Year	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec.	Annual Average
2013	6.8	6.0	5.6	5.3	6.0	6.6	6.5	5.6	5.6	5.5	5.2	5.3	5.8
2014	6.1	5.4	5.5	4.7	5.4	5.9	6.0	5.0	5.0	4.9	4.5	4.7	5.3
2015	5.1	4.3	4.4	4.0	4.8	5.2	5.1	4.2	4.4	4.4	4.3	4.6	4.6
2016	4.7	4.0	4.3	3.9	4.5	5.1	4.9	4.1	4.2	4.2	3.8	4.0	4.3
2017	4.4	3.6	4.0	3.5	4.2	4.7	4.5	3.8	3.6	3.4	3.3	3.3	3.8
2018	3.3	3.4	3.4	3.3	4.0	4.4	4.1	3.5	3.4	3.2	3.2	3.6	3.6

SOURCE: Mississippi Department of Employment Security: Labor Market Data at website: www.mdes.ms.gov; February 2019.

County Employment Statistics

	2013	2014	2015	2016	2017
<i>Residence Based Employment</i>					
Civilian Labor Force	49,760	49,780	51,640	53,420	53,840
Unemployed	2,910	2,620	2,360	2,300	2,070
Unemployment Rate	5.8	5.3	4.6	4.3	3.8
Employed	46,850	47,160	49,280	51,120	51,770
<i>Established Based Employment</i>					
Manufacturing	7,280	7,650	8,670	9,310	9,450
Nonmanufacturing	45,890	47,220	47,910	50,210	50,810
Natural Resources and Mining	120	140	150	130	140
Construction	1,880	2,090	2,000	2,140	2,210
Trade, Transportation & Utilities	9,650	10,050	9,940	10,170	10,630
Information	2,190	2,670	2,450	1,760	1,210
Financial Activities	3,750	3,630	3,830	4,240	4,160
Professional & Business Services	10,040	9,860	9,750	11,050	11,210
Education & Health Services	4,690	5,020	5,550	6,120	6,360
Leisure and Hospitality	5,720	5,870	6,290	6,420	6,740
Other Services	3,080	3,080	3,060	3,230	3,240
Government	4,770	4,810	4,890	4,950	4,910
Public Education	2,460	2,500	2,540	2,620	2,550
<i>Total Nonagricultural Employment</i>	53,160	54,870	56,580	59,520	60,260

SOURCE: Mississippi Department of Employment Security ("MDES"): Annual Averages: Labor Force and Establishment Based Employment 2011 Forward, Labor Market Information Department at website: www.mdes.ms.gov; (last revision May 2, 2018) February 2019.

Educational Facilities

The Madison County School District (the "District") serves the entire area of the County, with the exception of the area encompassed by the City of Canton, Mississippi. The District operates eighteen (18) schools including one (1) business and commerce center and one (1) alternative school, and employs approximately 1,165 people. Enrollment for the District for the current year and the four prior years are as follows:

Scholastic Year	Madison County School District
2018-19	13,302
2017-18	13,252
2016-17	13,171
2015-16	13,078
2014-15	12,780

SOURCE: Madison County School District; Office of Research and Statistics, Mississippi Department of Education's website: <http://reports.mde.k12.ms.us/data/>; February 2019.

Banking Institutions

Institutions	2018 Total Assets
BancorpSouth Bank ^{2(a)}	\$ 17,259,055,000
BankFirst Financial Services ^{2(b)}	974,105,000
BankPlus ^{2(c)}	2,706,841,000
The Citizens National Bank of Meridian ^{2(d)}	1,364,335,000
Origin Bank, formerly Community Trust Bank ^{2(e)}	4,634,593,000
Renasant Bank ^{2(f)}	12,722,356,000
Regions Bank ^{2(h)}	123,928,444,000
State Bank & Trust Company ²⁽ⁱ⁾	1,136,833,000
Trustmark National Bank ^{2(j)}	13,436,511,000
Wells Fargo, formerly Wachovia Bank, N.A. ^{2(k)}	\$1,665,128,000,000

SOURCE: FDIC BankFind at www.fdic.gov; February 2019. All Assets are stated as of September 30, 2018.

Construction Permits

Year	Number	Amount
2018	359	\$88,940,876
2017	292	68,161,417
2016	314	61,346,109
2015	307	65,207,771
2014	307	68,829,146

-
- ² (a) Headquarters located in Tupelo, Mississippi.
(b) Headquarters located in Macon, Mississippi.
(c) Headquarters located in Belzoni, Mississippi.
(d) Headquarters located in Meridian, Mississippi.
(e) Headquarters located in Choudrant, Louisiana.
(f) Headquarters located in Tupelo, Mississippi.
(g) (Intentionally Deleted)
(h) Headquarters located in Jackson, Mississippi.
(i) Headquarters located in Greenwood, Mississippi.
(j) Headquarters located in Jackson, Mississippi.
(k) Headquarters located in Sioux Falls, South Dakota.

TAX INFORMATION

Description of City Taxes

Procedure for Property Assessments. The Tax Assessor of the County assesses all real and personal property subject to taxation in the County, including property in the City, except motor vehicles and property owned by public service corporations, both of which are required by law to be assessed by the State Department of Revenue. Section 21-33-9, Mississippi Code of 1972, as amended and supplemented from time to time, provides that the governing authority of a municipality which is located within a county having completed a county-wide reappraisal approved by the State Tax Commission and which has been furnished a true copy of that part of the county assessment roll containing the property located within a municipality as provided in Section 27-35-167, Mississippi Code of 1972, as amended and supplemented from time to time, shall adopt such assessment rolls for its assessment purposes. The City is utilizing the assessment rolls of the County.

The City may not correct or revise such assessment rolls except for the purpose of conforming the City's assessment roll to corrections or revisions made to the County's assessment roll. All objections to the City's assessment roll may be heard by the Board of Supervisors of the County at the time and in the manner that objections to the County assessment roll are heard. The Board of Supervisors of the County shall notify, in writing, the Governing Body and the Tax Assessor of the City of any corrections or revisions made by it to the part of the County assessment roll adopted as the City's assessment roll.

Procedure for Tax Collections. The Governing Body is required each year to levy taxes upon all of the taxable property within the City to provide sufficient revenue to cover the operating expenses of the City. If any taxpayer neglects or refuses to pay his taxes on the due date thereof, the unpaid taxes will bear interest at the rate of one percent per month or fractional part thereof from the delinquent date to the date of payment of such taxes. When enforcement officers take action to collect delinquent taxes, other fees, penalties and costs may accrue. Both real and personal property are subject to being sold at public sale for nonpayment of taxes.

Section 21-33-63, Mississippi Code of 1972, as amended and supplemented from time to time, and related statutes provide that after the fifth day of August in each year, the Tax Collector for the City shall advertise all lands in the City on which all taxes due and in arrears have not been paid, as well as all land liable for sale, at the door of the courthouse of the County or any place within the courthouse that the Tax Collector for the City shall designate in the advertisement, on the last Monday of August.

Reappraisal of Property and Limitations on Ad Valorem Levies

Senate Bill No. 2672, General Laws of Mississippi, Regular Session 1980, codified in part as Sections 27-35-49 and 27-35-50, Mississippi Code of 1972, as amended and supplemented from time to time (the "**Reappraisal Act**"), provides that all real and personal property in the State shall be appraised at true value and assessed in proportion to true value. To insure that property taxes did not increase dramatically as counties completed reappraisal, the Reappraisal Act provided for the limit on increase in tax revenues discussed below.

The Reappraisal Act limits ad valorem tax levies by the City to a rate which will result in an increase in total receipts of not greater than 10% over the previous year's receipts, excluding revenue from ad valorem taxes on any newly constructed properties, any existing properties added to the tax rolls or any properties previously exempt which were not assessed in the next preceding year. This limitation does not apply to levies for the payment of the principal of and the interest on general obligation bonds issued by the City or to certain other specified levies. The limitation may be increased only if the proposed increase is approved by a majority of those voting in an election held on such question.

On August 20, 1980, the Mississippi Supreme Court rendered its decision in *State Tax Commission v. Fondren*, 387 So.2d 712, affirming the decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi, wherein the Department of Revenue was enjoined from accepting and approving assessment rolls from any county in the State for the tax year 1983 unless the Department of Revenue equalized the assessment rolls of all of the counties. Due to the intervening passage of the Reappraisal Act, the Supreme Court reversed that part of the lower court's decree ordering the assessment of property at true value (although it must still be appraised at true

value), holding instead that assessed value may be expressed as a percentage of true value. Pursuant to the Supreme Court modification of the lower court's decree, on November 15, 1980, the Department of Revenue filed a master plan to assist counties in determining true value.

Homestead Exemption

The Mississippi Homestead Exemption Law of 1946 reduces the local tax burden on homes qualifying by law and substitutes revenues from other sources of taxation on the State level as a reimbursement to the local taxing units for such tax loss. Provisions of the homestead exemption law determine qualification, define ownership and limit the amount of property that may come within the exemption.

Subject to certain limitations, the tax loss resulting to local taxing units from properly qualified homestead exemptions is reimbursed by the State Department of Revenue.

Assessed Valuation³

Assessment Year	Real Property	Personal Property ⁴	Public Utility Property ⁵	Total
2018	\$363,859,775	\$111,976,523	\$11,071,876	\$486,908,174
2017	358,981,133	110,065,394	10,395,996	479,442,523
2016	348,487,294	106,915,671	10,122,309	465,525,274
2015	340,394,848	103,144,403	9,479,071	453,018,322
2014	336,959,524	101,810,190	10,296,255	449,065,969

SOURCE: Office of the City Clerk; February 2019.

The above assessed valuations are based upon the following assessment ratios:

- real and personal property (excluding single-family, owner-occupied residential real property and motor vehicles, respectively), 15% of true value;
- single-family, owner-occupied residential real property, 10% of true value; and
- motor vehicles and public utility property, 30% of true value.

The 1986 Session of the Mississippi Legislature adopted House Concurrent Resolution No. 41 pursuant to which there was proposed an amendment to Section 112 of the Mississippi Constitution of 1890 (the "1986 Amendment"). The 1986 Amendment provided, inter alia, that the assessment ratio of any one class of property shall not be more than three times the assessment ratio on any other class of property.

The 1986 Amendment set forth five classes of property and the assessment ratios which would be applicable thereto upon the adoption of the 1986 Amendment. The assessment ratios set forth in the 1986 Amendment are identical to those established by Section 27-35-4, Mississippi Code of 1972, as amended and supplemented from time to time, as it existed prior to the 1986 Amendment, except that the assessment ratio for single-family, owner-occupied, residential real property under the 1986 Amendment is set at 10% of true value as opposed to 15% of true value under previously existing law. The 1986 Amendment was ratified by the electorate on June 3, 1986.

The assessed valuation figures above do not include property exempt from all City ad valorem taxes for a period of up to 10 years, primarily for new or expanded manufacturing facilities. This real and personal property will become subject to City ad valorem taxation at different points in time during the next ten years. In addition,

³ The total assessed valuation is approved in September preceding the fiscal year of the City and represents the value of real property, personal property and public utility property for the year indicated on which taxes are assessed for the following fiscal year's budget. For example, the taxes for the assessed valuation figures for 2018 are collected starting in January 2019 for the 2018-19 fiscal year budget of the City.

⁴ Includes automobiles.

⁵ Public utilities assessed valuation is subject to Mississippi Department of Revenue verification. Thus it is subject to change.

certain other industrial and manufacturing facilities are exempt from ad valorem taxation pursuant to Section 57-3-33, Mississippi Code of 1972, as amended and supplemented from time to time.

Tax Levy per \$1,000 Valuation⁶

	2018-19	2017-18	2016-17	2015-16	2014-15
City - General Purpose:					
Operating Millage	11.27	11.27	11.27	11.27	11.27
Debt Millage	8.76	8.76	8.76	8.76	8.76
Total for City:	20.03	20.03	20.03	20.03	20.03

SOURCE: Office of the City Clerk, February 2019.

Ad Valorem Tax Collections

Fiscal Year September 30	Amount Budgeted	Amount Collected	Difference Over/Under
2018	\$9,342,108	\$9,120,294	\$221,814
2017	9,061,563	9,045,947	(15,616)
2016	8,898,099	8,669,910	(228,189)
2015	8,703,483	8,530,654	(172,829)
2014	8,561,598	8,442,297	(119,301)

SOURCE: Office of the City Clerk; February 2019.

Ten Largest Taxpayers

The ten largest taxpayers in the City for assessment year 2018 are as follows:

Taxpayer	Assessed Valuation	Taxes Collected	PID
Renaissance at Colony Park, LLC	\$13,457,736	\$1,450,206	\$340,161
Northpark Mall LP	7,803,481	840,903	
200 Renaissance LLC	7,522,151	810,587	142,532
Trace Apartments LP	5,387,240	580,529	
300 Renaissance LLC	4,780,190	515,113	90,396
Cellular South (S3)	4,764,587	513,432	
Southern Farm Bureau Casualty	3,107,136	334,825	
Legacy Park Apartments	3,106,630	334,770	
Arbors Acquisition	2,983,555	321,508	
TOTAL	52,912,706	5,701,873	573,089
Public Service			
Entergy Mississippi Inc.	\$10,002,023	\$1,077,818	

SOURCE: Office of the County Tax Collector; February 2019.

⁶ Tax levy figures are given in mills.

DEBT INFORMATION

City Debt Limitations

Statutory Debt Limits. The City is subject to a general statutory debt limitation under which no city in the State may incur general obligation bonded indebtedness in an amount which will exceed 15% of the assessed value of all taxable property within such city according to the last completed assessment for taxation. In computing general obligation bonded indebtedness for purposes of this 15% limitation, there may be deducted all bonds or other evidences of indebtedness, heretofore, or hereafter issued, for school, water and sewerage systems, gas and light and power purposes and for the construction of special improvements primarily chargeable to the property benefited or for the purpose of paying a city's proportion of any betterment program, a portion of which is primarily chargeable to the property benefited. However, in no case may a city contract any indebtedness which, when added to all of its outstanding general obligation indebtedness, both bonded and floating, exceeds 20% of the assessed value of all taxable property within said city according to the last completed assessment for taxation.

In arriving at the limitations set forth above, bonds issued for school purposes, bonds payable exclusively from the revenues of any city owned utility, industrial development revenue bonds issued under the provisions of Section 57-1-1 through 57-1-51, Mississippi Code of 1972, as amended and supplemented from time to time, and any special assessment improvement bonds issued under the provisions of Section 21-41-1 through 21-41-53, Mississippi Code of 1972, as amended and supplemented from time to time, are not included. Also excluded from both limitations are contract obligations which are subject to annual appropriations.

Legal Debt Limit Statement¹

(As of March 1, 2019)

	15% Debt	20% Debt
Authorized Debt Limit (Last Completed Assessment for Taxation - \$486,908,174)	\$73,036,226	\$97,381,635
Present Debt Subject to Debt Limits	31,660,000	31,660,000
Margin for Further Debt Under Debt Limits	\$41,376,226	\$65,721,635
Less this Offering		
Total Remaining for Further Debt Under Debt Limits		

¹ No bonds subject to the 15% or the 20% debt limit have been issued by the City since February 1, 2019.

SOURCE: Office of the City Clerk, February 2019.

Outstanding General Obligation Bonded Debt

(As of March 1, 2019)

Issue	Date of Issue	Outstanding Principal
General Obligation Refunding Bonds, Series 2010	11/04/10	1,620,000
General Obligation Bonds, Series 2011	05/31/11	3,530,000
General Obligation Refunding Bonds, Series 2012	04/30/12	495,000
General Obligation Bond, Series 2014	7/15/14	4,295,000
General Obligation Public Improvement Bonds, Series 2014	1/08/15	10,380,000
Taxable Negotiable Refunding Note, Series 2015	10/02/15	775,000
General Obligation Bonds, Series 2015	12/22/15	10,565,000
Total:		\$31,660,000

SOURCE: Office of the City Clerk; February 2019.

Other Outstanding Long Term Debt

(As of March 1, 2019)

Issue	Date of Issue	Outstanding Principal
Loan (MDOT Highway Construction Project)	10/11/06	\$ 3,489,837
Capitalized Interest on MDOT Loan	(Various)	428,976
Tax Increment Limited Obligation Bonds	11/15/09	16,110,000
Tax Increment Limited Obligation Bonds	04/21/11	7,895,000
Leases	(Various)	84,299
State of MS Revolving Loans	(Various)	3,261,226
Madison County Wastewater Authority Loans (City's Portion)	(Various)	984,823
Total		\$34,571,589

SOURCE: Office of the City Clerk; February 2019.

Annual Debt Service Requirements¹

(As of March 1, 2019)

FY Ending September 30	General Obligation Debt		
	Principal	Interest	Total
2019	\$3,190,000.00	\$1,126,102.52	\$4,316,102.52
2020	\$2,800,000.00	\$1,037,153.77	\$3,837,153.77
2021	\$2,475,000.00	\$955,015.02	\$3,430,015.02
2022	\$2,565,000.00	\$873,821.27	\$3,438,821.27
2023	\$2,685,000.00	\$777,052.52	\$3,462,052.52
2024	\$2,790,000.00	\$672,395.02	\$3,462,395.02
2025	\$2,550,000.00	\$564,750.02	\$3,114,750.02
2026	\$2,665,000.00	\$458,000.02	\$3,123,000.02
2027	\$2,250,000.00	\$347,687.52	\$2,597,687.52
2028	\$890,000.00	\$253,337.52	\$1,143,337.52
2029	\$920,000.00	\$225,993.76	\$1,145,993.76
2030	\$950,000.00	\$197,381.26	\$1,147,381.26
2031	\$980,000.00	\$167,843.76	\$1,147,843.76
2032	\$1,010,000.00	\$136,618.76	\$1,146,618.76
2033	\$1,045,000.00	\$104,368.76	\$1,149,368.76
2034	\$1,085,000.00	\$71,018.76	\$1,156,018.76
2035	\$770,000.00	\$36,393.76	\$806,393.76
2036	\$795,000.00	\$12,421.88	\$807,421.88
Totals:	\$32,415,000.00	\$8,017,355.90	\$40,432,355.90

¹Does not include the Series 2019 Bonds.

SOURCE: Office of the City Clerk, February 2019.

Debt Ratios

FY Ended September 30	General Obligation Debt	General Obligation Debt to Assessed Value
2018	\$32,415,000	6.65%
2017	35,510,000	7.41
2016	38,520,000	8.27
2015	27,615,000	6.10
2014	30,580,000	6.66

SOURCE: Office of the City Clerk, February 2019.

Overlapping/Underlying General Obligation Indebtedness

Municipality	2010 Population	General Obligation Bonded Debt	General Obligation Bonded Debt Per Capita
Madison County	95,203	\$73,670,000 ⁷	\$773.82

School District	Total General Obligation Bonded Debt
Madison County School District	\$55,977,000 ⁸

⁷ Balance as of September 30, 2018.

⁸ Source: 2017 Audited Financial Statement of the School District; balance shown as of fiscal year ended June 30, 2018.

LITIGATION

The City's General Counsel, Pyle, Mills, Dye and Pittman, Attorneys at Law, Ridgeland, Mississippi, has reviewed the status of all pending litigation against the City. While the City is involved in numerous legal proceedings, there are no pending legal proceedings which might be expected to affect the City's ability to perform its obligations to the registered owners of the Series 2019 Bonds.

FINANCIAL ADVISOR

The City has retained Government Consultants, Inc., Madison, Mississippi, as Independent Registered Municipal Advisor (the "**Financial Advisor**") in connection with the sale and issuance of the Series 2019 Bonds. In such capacity the Financial Advisor has provided recommendations and other financial guidance to the City with respect to the preparation of documents, the preparation for the sale of the Series 2019 Bonds and of the time of the sale, tax-exempt bond market conditions and other factors related to the sale of the Series 2019 Bonds. Although the Financial Advisor performed an active role in the drafting of this Official Statement, it has not independently verified any of the information set forth herein.

RATING

Moody's Investors Service is expected to assign its municipal bond rating of "___" to the Bonds. Information on the rating may be obtained from the City Clerk. Such rating reflects only the views of such organization, and an explanation of the significance of the rating may be obtained only from said rating agency. The rating may be changed, suspended or withdrawn as a result of changes in, or unavailability of, information. Any downward revision, suspension or withdrawal of such rating may have an adverse effect on the market price of the Bonds.

RECORD OF NO DEFAULT

There is no record of any default on general obligations of the City as to payment of either principal or interest or in any other material respect at any time in at least the past 25 years. No principal or interest on any obligation of the City is currently past due.

NO BOND PROCEEDS FOR CURRENT OPERATING EXPENSES

No proceeds from the sale of securities (except tax anticipation notes issued against revenues of a current fiscal year) have been used by the City for current operating expenses at any time in at least the past ten years.

PENSION PLAN

The City has no pension plan or retirement plan for its employees. City employees are members of and contribute to the Mississippi Public Employees' Retirement System (PERS), a cost-sharing, multiple employer retirement system administered by the State for the benefit of its local governments and State personnel. Benefit provisions are established by State statute and may be amended from time to time only by the State Legislature.

In June 2012, the Government Accounting Standards Board issued Statement No. 68, Accounting and Financial Reporting for Pensions ("**GASB-68**"). The objective of GASB-68 is to improve accounting and financial reporting of government pensions. Also, GASB-68 improves information provided by government employers about financial support for pensions that is provided by other entities. Requirements of GASB-68 are effective for financial statements whose fiscal year begins after June 15, 2014 (Fiscal Year 2015 for the City).

Employer contribution rates are set by State statute. PERS members are required to contribute 9.00% of their annual covered salary, and the City is required to contribute at an actuarially determined rate. The rate at June 30, 2017 was 15.75% of annual covered payroll. On June 26, 2018, the PERS Board of Trustees voted to increase the employer contribution rate from 15.75 to 17.40 percent, effective July 1, 2019. The City contributions (employer share only) to PERS for the years ending September 30, 2018, 2017 and 2016 were \$1,788,276, \$1,816,285 and \$1,828,010, respectively, which equaled the required contributions for each year.

At September 30, 2018, the City reported a liability of \$29,739,752 for its proportionate share of the net pension liability. See Note 9 (Page 74) in the City's 2018 Audited Financial Statements included in "APPENDIX B - Financial Information Concerning the City".

POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS

Effective with the fiscal year ended September 30, 2018 audit, the City will be required to apply GASB Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other than Pension ("**GASB 75**"), to its audited financial statements. GASB 75 changes accounting and financial reporting for OPEB. Fund level statements, including the General Fund statements, will not be impacted by the GASB 75 reporting.

INDEPENDENT AUDITORS

The audited financial statements of the City for the year ended September 30, 2018 included in this Official Statement as APPENDIX B, have been audited by Haddox Reid Eubank Betts, PLLC, Certified Public Accountants, as stated in the report appearing therein (the "**Audit Report**").

The City has not and will not obtain a consent letter from its auditor for the inclusion of the Audit Report in this Official Statement. Haddox Reid Eubank Betts, PLLC, Certified Public Accountants, the City's independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Haddox Reid Eubank Betts, PLLC also has not performed any procedures relating to this Official Statement.

PURCHASER

The Series 2019 Bonds have been sold at public sale by the City to _____ (the "**2019 Purchaser**"), and the 2019 Purchaser has agreed, subject to certain conditions, to purchase the Series 2019 Bonds at a price of \$19,960,000.00, plus a premium of \$ _____.

VALIDATION

The Series 2019 Bonds may, in the discretion of the Governing Body, be validated before the Chancery Court of Madison County, Mississippi, as provided by Section 31-13-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time.

APPROVAL OF LEGAL PROCEEDINGS

Certain legal matters incident to the authorization and issuance of the Series 2019 Bonds are subject to the approval of Butler Snow LLP, Ridgeland, Mississippi ("**Bond Counsel**") whose approving legal opinion will be available at the time of delivery of the Series 2019 Bonds (see APPENDIX C hereto). No representation is made to the registered owners of the Series 2019 Bonds that Bond Counsel has verified the accuracy, completeness or fairness of the statements in this Official Statement and Bond Counsel assumes no responsibility to the registered owners of the Series 2019 Bonds except for the matters set forth in such legal opinion. Certain legal matters will be passed upon for the City by its counsel, Pyle, Mills, Dye and Pittman, Attorneys at Law, Ridgeland, Mississippi.

CONTINUING DISCLOSURE

The City has covenanted for the benefit of the owners of the Series 2019 Bonds to provide certain financial information and operating data relating to the City within twelve months after the end of each Fiscal Year of the City beginning with the Fiscal Year ending on September 30, 2019 (the "**Annual Report**"), and to provide notices of the occurrence of certain enumerated events, in certain cases if deemed material under federal laws. The Annual Report and notices of material events will be filed by the City with (a) the Municipal Securities Rulemaking Board (the "**MSRB**") through MSRB's Electronic Municipal Market Assess system at <http://emma.msrb.org> ("**EMMA**") in the electronic format then prescribed by the Securities and Exchange Commission (the "**SEC**") pursuant to SEC Rule 15c2-12(b)(5) (the "**Rule**"), and with (b) any public or private repository or entity designated by a state as a State Repository, if any, for the purposes of the Rule. This information will be made available free to securities brokers and the general public through EMMA. For the procedures for all filings and notices due to the MSRB, instructions will be provided on the following website for MSRB: <http://emma.msrb.org>. The specific nature of the

information to be contained in the Annual Report or the notices of material events is summarized in APPENDIX D to this Official Statement. These covenants have been made in order to assist the Underwriter in complying with the Rule.

[The City has previously entered into continuing disclosure undertakings with respect to bonds it has issued or for which it is the "obligated person" within the meaning of the Rule. The City has reviewed the last five years of filings and continuing disclosure undertakings with respect to any outstanding bonds within the meaning of the Rule. Without a determination as to materiality, the City's audited financial statements for fiscal year ended September 30, 2015 was filed two days late on March 30, 2016. The City's audited financial statements for fiscal year ended September 30, 2016 was filed late, however notice of failure to file the audited financial statements for fiscal year ended September 30, 2016 was timely filed on March 23, 2017. In addition, there may have been instances in which some tables included in the City's prior continuing disclosure undertakings were not included in every filing on EMMA. In addition, some of the past filings required of the City may not have been filed under all outstanding CUSIPs and may have been misfiled under the wrong CUSIP or under the wrong heading within the CUSIP. The City has adopted policies and procedures to ensure timely filing of its annual financial information (the "**Policy**"). Pursuant to the Policy, a staff designee of the City will appoint or engage a dissemination agent to assist in carrying out its obligations under the Policy and/or the staff designee will be responsible for submitting the information required under the Policy. In accordance with the Policy, the City has hired a dissemination agent to file the City's required annual report. The City has also adjusted the timing of its reporting deadline on future issues to 12 months to ensure timely filing.]

TAX MATTERS

General

In the opinion of Butler Snow LLP, Ridgeland, Mississippi ("**Bond Counsel**"), under existing laws, regulations, rulings and judicial decisions, interest on the Series 2019 Bonds is excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended and supplemented (the "**Code**"), and interest on the Series 2019 Bonds is not a specific preference item for purposes of computing the federal alternative minimum tax. The opinion described above assumes the accuracy of certain representations and compliance by the City with covenants designed to satisfy the requirements of the Code that must be met subsequent to the issuance of the Series 2019 Bonds. Failure to comply with such requirements could cause interest on the Series 2019 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2019 Bonds. The City has covenanted in the Bond Resolution and certain certificates to comply with such requirements. Bond Counsel has expressed no opinion regarding other federal tax consequences arising with respect to the Series 2019 Bonds.

In the opinion of Bond Counsel, interest on the Series 2019 Bonds is exempt from income taxation in the State of Mississippi under existing laws, regulations, rulings and judicial decisions. The opinion addresses only the exemption of interest on the Series 2019 Bonds under the income tax laws of the State of Mississippi and does not address the tax treatment of the Series 2019 Bonds in any other state or jurisdiction.

Although Bond Counsel has rendered an opinion that interest on the Series 2019 Bonds is excludable from federal gross income and that the Series 2019 Bonds are exempt from State of Mississippi income tax, the accrual or receipt of interest on the Series 2019 Bonds may otherwise affect a bondholder's federal income tax, Mississippi or other state tax liability. The nature and extent of these other tax consequences will depend upon the bondholder's particular tax status and a bondholder's other items of income or deduction. Taxpayers who may be affected by such other tax consequences include, without limitation, financial institutions, certain insurance companies, S corporations, certain foreign corporations, individual recipients of Social Security or railroad retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry the Series 2019 Bonds. Bond Counsel expresses no opinion regarding any other such federal or state tax consequences. Prospective purchasers of the Series 2019 Bonds should consult their own tax advisors with regard to the other tax consequences of owning the Series 2019 Bonds.

Original Issue Premium Bonds

The Series 2019 Bonds that have an original yield below their respective interest rates, as shown on the inside cover of this Official Statement (collectively, the "**Premium Bonds**"), are being sold at a premium. An amount equal to the excess of the issue price of a Premium Bond over its stated redemption price at maturity constitutes premium on such Premium Bond. A purchaser of a Premium Bond must amortize any premium over such Premium Bond's term using constant yield principles, based on the purchaser's yield to maturity (or, in the case of Premium Bonds callable prior to their maturity, generally by amortizing the premium to the call date, based on the purchaser's yield to the call date and giving effect to any call premium). As premium is amortized, the amount of the amortization offsets a corresponding amount of interest for the period, and the purchaser's basis in such Premium Bond is reduced by a corresponding amount resulting in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes upon a sale or disposition of such Premium Bond prior to its maturity. Even though the purchaser's basis may be reduced, no federal income tax deduction is allowed. Purchasers of the Premium Bonds should consult their tax advisors with respect to the determination and treatment of premium for federal income tax purposes and with respect to the state and local tax consequences of owning a Premium Bond.

Original Issue Discount Bonds

The Series 2019 Bonds that have an original yield above their respective interest rates, as shown on the inside cover of this Official Statement (collectively, the "**Discount Bonds**"), are being sold at an original issue discount. The difference between the initial public offering prices of such Discount Bonds and their stated amounts to be paid at maturity constitutes original issue discount treated in the same manner for federal income tax purposes as interest, as described above.

The amount of original issue discount that is treated as having accrued with respect to a Discount Bond or is otherwise required to be recognized in gross income is added to the cost basis of the owner of the bond in determining, for federal income tax purposes, gain or loss upon disposition of such Discount Bond (including its sale, redemption or payment at maturity). Amounts received on disposition of such Discount Bond that are attributable to accrued or otherwise recognized original issue discount will be treated as federally tax-exempt interest, rather than as taxable gain, for federal income tax purposes.

Original issue discount is treated as compounding semiannually, at a rate determined by reference to the yield to maturity of each individual Discount Bond, on days that are determined by reference to the maturity date of such Discount Bond. The amount treated as original issue discount on such Discount Bond for a particular semiannual accrual period is equal to (a) the product of (i) the yield to maturity for such Discount Bond (determined by compounding at the close of each accrual period) and (ii) the amount that would have been the tax basis of such Discount Bond at the beginning of the particular accrual period if held by the original purchaser, less (b) the amount of any interest payable for such Discount Bond during the accrual period. The tax basis for purposes of the preceding sentence is determined by adding to the initial public offering price on such Discount Bond the sum of the amounts that have been treated as original issue discount for such purposes during all prior periods. If such Discount Bond is sold between semiannual compounding dates, original issue discount that would have been accrued for that semiannual compounding period for federal income tax purposes is to be apportioned in equal amounts among the days in such compounding period.

Owners of Discount Bonds should consult their tax advisors with respect to the determination and treatment of original issue discount accrued as of any date, with respect to when such original issue discount must be recognized as an item of gross income and with respect to the state and local tax consequences of owning a Discount Bond. Subsequent purchasers of Discount Bonds that purchase such Discount Bonds for a price that is higher or lower than the "adjusted issue price" of the Discount Bonds at the time of purchase should consult their tax advisors as to the effect on the accrual of original issue discount.

Backup Withholding

As a result of the enactment of the Tax Increase Prevention and Reconciliation Act of 2005, interest on federally tax-exempt obligations such as the Series 2019 Bonds is subject to information reporting in a manner similar to interest paid on taxable obligations. Backup withholding may be imposed on payments to any owner of the Series 2019 Bonds that fail to provide certain required information including an accurate taxpayer identification

number to any person required to collect such information pursuant to Section 6049 of the Code. The reporting requirement does not in and of itself affect or alter the excludability of interest on the Series 2019 Bonds from gross income for federal income tax purposes or any other federal tax consequence of purchasing, holding or selling federally tax-exempt obligations.

Changes in Federal and State Tax Law

From time to time, there are legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to under this heading "TAX MATTERS" or adversely affect the market value of the Series 2019 Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted it would apply to bonds issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value of the Series 2019 Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Series 2019 Bonds or the market value thereof would be impacted thereby. Purchasers of the Series 2019 Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based on existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Series 2019 Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending legislation, regulatory initiatives or litigation.

PROSPECTIVE PURCHASERS OF THE SERIES 2019 BONDS ARE ADVISED TO CONSULT THEIR OWN TAX ADVISORS PRIOR TO ANY PURCHASE OF THE SERIES 2019 BONDS AS TO THE IMPACT OF THE CODE UPON THEIR ACQUISITION, HOLDING OR DISPOSITION OF THE SERIES 2019 BONDS.

DOCUMENTS ACCOMPANYING DELIVERY OF THE SERIES 2019 BONDS

Absence of Litigation

Upon delivery of the Series 2019 Bonds, the City shall furnish the certificate of the Mayor of the City, dated the date of delivery of the Series 2019 Bonds, to the effect that there is no pending litigation now of record in any court nor is there any litigation, to his knowledge, threatened or contemplated, affecting in any manner either directly or indirectly:

1. the Series 2019 Bonds;
2. the issuance, delivery, and validity of said Series 2019 Bonds;
3. the provision of funds to pay the interest thereon and principal thereof when such payments shall become due;
4. the proceedings and authority under which provision of funds is made;
5. the members of the Governing Body or their right to their respective offices at the time of the issuance, execution and delivery of said Series 2019 Bonds;
6. the tax exempt status of the Series 2019 Bonds; or
7. the existence or powers of the City or the Governing Body.

Legal Matters

In addition to the approving legal opinions relating to the Series 2019 Bonds, the Purchaser will receive the opinion, dated the date of delivery of the Series 2019 Bonds, of Bond Counsel to the effect that, although it is not passing upon and does not assume any responsibility for the accuracy, completeness or fairness of the statements in this Official Statement, makes no representation that it has independently verified such statements and has

necessarily assumed the fairness, accuracy and completeness thereof, on the basis of its participation in the preparation of portions of this Official Statement and in connection with the rendering of its opinion as to the validity of the Series 2019 Bonds, nothing has come to its attention that would give it reason to believe that the Official Statement (except for the financial and statistical data included herein, as to which no view need be expressed) contains any untrue statement of a material fact or omits to state any material fact that is required to be stated herein or necessary to make the statements contained herein, in light of circumstances under which they are made, not misleading.

Certificates

The Purchaser shall receive a certificate, dated the date of the delivery of the Series 2019 Bonds, signed by the Mayor of the City and the Clerk of the City, certifying that, on the date of the execution of the certificate, they are duly chosen, qualified, and acting officers of the City occupying the offices indicated opposite their names. Further, the Mayor of the City and the Clerk of the City will certify that they have executed the Series 2019 Bonds by causing their signatures to be affixed to each Series 2019 Bond, and they do thereby recognize the said facsimile signatures as their true and lawful signatures, and they will further certify that the seal impressed upon each of said Series 2019 Bonds and on such certificate is the official seal of the City.

The Purchaser shall also receive a certificate, dated the date of delivery of the Series 2019 Bonds, signed by the Mayor of the City and the Clerk of the City certifying that this Official Statement, with respect to the Series 2019 Bonds, as of the date of this Official Statement, does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements herein, in light of the circumstances under which they are made, not misleading. In providing such certificate, the Mayor of the City and the Clerk of the City will state that they have not undertaken to independently verify information obtained or derived from the various State or federal government publications or other sources as presented herein.

MISCELLANEOUS

Any statements in this Official Statement involving matters of opinion or estimates, whether or not expressly so stated, are intended as such and not as representations of fact. No representation is made that any of the statements will be realized.

The references, excerpts and summaries of all documents referred to herein do not purport to be complete statements of the provisions of such documents, and reference is directed to all such documents for full and complete statements of all matters of fact relating to the Series 2019 Bonds, the security for the payment of the Series 2019 Bonds and the rights and obligations of the registered owners thereof.

The information contained in this Official Statement has been taken from sources considered reliable, but is not guaranteed. To the best of the City's knowledge, information in this Official Statement does not include any untrue statement of material fact nor does the information omit the statement of any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

References herein to the Act and the Resolution are only summaries, excerpts or brief outlines of certain provisions thereof and do not purport to summarize or describe all provisions thereof. Additional information may be obtained upon request from the office of the Clerk of the City, City Hall, 304 Highway 51, Ridgeland, Mississippi 39157, attention: Paula Tierce; telephone: (601) 856-7113 and Government Consultants, Inc., 116 Village Boulevard, Madison, Mississippi 39110, attention: Steve Pittman; telephone: (601) 982-0005.

The execution of this Official Statement has been duly authorized by the Board of Mayor and Aldermen of the City of Ridgeland, Mississippi.

CITY OF RIDGELAND, MISSISSIPPI

By _____
Gene F. McGee, Mayor

APPENDIX A

NOTICE OF BOND SALE

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NOTICE OF BOND SALE

\$19,960,000
CITY OF RIDGELAND, MISSISSIPPI
GENERAL OBLIGATION BONDS
SERIES 2019

APPENDIX B

**FISCAL YEAR 2018 AUDITED FINANCIAL STATEMENT,
AND FISCAL YEAR 2019 BUDGET**

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FISCAL YEAR 2018 AUDITED FINANCIAL STATEMENTS

FISCAL YEAR 2019 BUDGET

APPENDIX C

FORM OF OPINION OF BOND COUNSEL

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[FORM OF OPINION OF BOND COUNSEL]

[____, 2019]

Mayor and Board of Aldermen
City of Ridgeland, Mississippi
Ridgeland, Mississippi

Re: \$19,960,000 City of Ridgeland, Mississippi General Obligation Bonds 2019

Ladies and Gentlemen:

We have acted as bond counsel ("**Bond Counsel**") for the City of Ridgeland, Mississippi (the "**City**"), in connection with the issuance of the City of Ridgeland, Mississippi General Obligation Bonds Series 2019, dated the date of delivery thereof, in the total aggregate principal amount of \$19,960,000 (the "**Series 2019 Bonds**"). In such capacity, we have examined the Constitution and statutes of the State of Mississippi (the "**State**"), including particularly Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "**Act**"), and certified copies of the proceedings had by the Mayor and Board of Aldermen of the City (the "**Governing Body**"), including the adoption of resolutions on March 19, 2019, May 7, 2019, June 4, 2019 and July ___, 2019 (collectively, the "**Resolution**"), and other proofs submitted to use, relative to the sale and issuance by the City, acting by and through the Governing Body, of the Series 2019 Bonds.

The Series 2019 Bonds bear interest, mature and may be transferred and exchanged as set out in the Series 2019 Bonds and in the Resolution. Capitalized terms not defined herein are to be defined as set forth in the Resolution.

We have acted as Bond Counsel for the sole purpose of rendering an opinion with respect to the legality and validity of the Series 2019 Bonds under the laws of the State, including particularly the Act, and with respect to the excludability of the interest on the Series 2019 Bonds from federal and State income taxation. Regarding questions of fact material to our opinion, we have not investigated or verified original proceedings, records, data or other material, but have relied solely upon the certified transcript of proceedings described in the following paragraph and on the authenticity, truthfulness and completeness set forth in such documents, instruments and certificates. We have not assumed any responsibility with respect to the financial condition or capabilities of the City or the disclosure thereof in connection with the sale of the Series 2019 Bonds.

In our capacity as Bond Counsel, we have participated in the preparation of and have examined a certified transcript of proceedings pertaining to the Series 2019 Bonds which contains copies of certain proceedings of the City, customary certificates of officers, agents and representatives of the City and other public officials and other matters relating to the authorization and issuance of the Series 2019 Bonds, including a certification of the City prepared pursuant to Section 1.148-2(b)(2)(i) of the United States Treasury Regulations (the "**Non-Arbitrage Certificate**"). We have also examined Series 2019 Bond No. 1 of this issue.

Based on such examination and subject to the qualifications, statements of reliance, and assumptions herein, it is our opinion, on the date hereof, that:

1. Such proceedings reflect lawful authority for the sale and issuance of the Series 2019 Bonds by the City pursuant to the Constitution and laws of the State, including the Act, and the provisions of the Resolution.
2. The Series 2019 Bonds have been duly authorized, executed and delivered by the City under the provisions of the Resolution.
3. The Series 2019 Bonds are payable as to principal of, premium, if any, and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to rate or amount upon the taxable property within the geographical limits of the City; provided, however,

that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the Bond Fund for the Series 2019 Bonds, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Series 2019 Bonds due during the ensuing fiscal year of the City, in accordance with the provisions of the Resolution. The City, when necessary, will levy annually a special tax upon all taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of principal of and interest on the Series 2019 Bonds as the same falls due.

4. Under the existing statutes, regulations, rulings and court decisions, subject to the assumption stated below, interest on the Series 2019 Bonds is excludable from gross income for federal income tax purposes. Furthermore, interest on the Series 2019 Bonds is not a specific preference item for purposes of computing the federal alternative minimum tax. We express no opinion regarding other federal tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of the Series 2019 Bonds. In rendering the opinion contained in this paragraph 4, we have assumed continuing compliance with the requirements of the Internal Revenue Code of 1986, as amended (the "**Code**"), that must be met after the issuance of the Series 2019 Bonds in order that interest on the Series 2019 Bonds continue to be excludable from gross income for federal income tax purposes.
5. Under and pursuant to existing laws of the State, the Series 2019 Bonds and interest thereon are exempt from income taxes imposed by the State.

The Governing Body, acting for and on behalf of the City, has covenanted in the Resolution (a) to comply with each requirement of the Code necessary to maintain the excludability of interest on the Series 2019 Bonds from gross income for federal income tax purposes, and in furtherance thereof, to comply with the Non-Arbitrage Certificate, or such other covenants as may, from time to time, be required to be complied with in order to maintain the excludability of interest on the Series 2019 Bonds from gross income for federal income tax purposes, (b) to not use or permit the use of any of the proceeds of the Series 2019 Bonds, or any other funds of the City, directly or indirectly, to acquire any securities, bonds or other investment property, and (c) to not take or permit to be taken any other action or actions, which would cause any Series 2019 Bond to be an "arbitrage bond" as defined in Section 148 of the Code. Failure of the City to comply with such covenants could result in the interest on the Series 2019 Bonds being subject to federal income tax from the date of issue.

In rendering the opinion in paragraph 4 above, Bond Counsel has assumed the continuing compliance by the City with the tax covenants and representations in the Resolution and the representations in the Non-Arbitrage Certificate. These requirements relate to, *inter alia*, the use and investment of the gross proceeds of the Series 2019 Bonds, the use of any facility, equipment or improvement financed or refinanced directly or indirectly with the proceeds of the Series 2019 Bonds and rebate to the United States Treasury of specified arbitrage earnings, if any. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Series 2019 Bonds have resulted in a failure of the City to comply with its covenants. Failure of the City to comply with such covenants could result in the interest on the Series 2019 Bonds becoming subject to federal income tax from the date of issue.

Owners of the Series 2019 Bonds should consult their own tax advisors as to the applicability and effect on their federal income taxes of any other collateral federal income tax consequences.

It is understood that the rights of the owners of the Series 2019 Bonds and the enforceability of the Series 2019 Bonds and the Resolution may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar law affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, and that the enforcement thereof may be subject to the exercise of judicial discretion in appropriate cases.

In this opinion letter issued in our capacity as Bond Counsel, we are opining only upon those matters set forth herein, and we are not passing upon the accuracy, adequacy or completeness of any statements made in connection with any offer or sale of the Series 2019 Bonds or upon any federal or state tax consequences arising from the receipt or accrual of interest on or the ownership or disposition of the Series 2019 Bonds, except those specifically addressed herein.

In rendering the foregoing opinions, we have assumed the accuracy and truthfulness of all public records and of all certificates, resolutions, documents and other proceedings examined by us that have been executed or certified by public officials acting within the scope of their official capacities and have not verified the accuracy or truthfulness thereof. We also have assumed the genuineness of the signatures appearing upon such public records, certifications, resolutions, documents and proceedings. In rendering this opinion we have relied upon the opinion of Pyle, Mills, Dye and Pittman, Attorneys at Law, Ridgeland, Mississippi, counsel for the City, dated the date hereof, as to the due authorization and execution by and enforceability against the City as to the Series 2019 Bonds and the Resolution.

This opinion letter is issued as of the date hereof and we assume no obligation to revise or supplement this opinion letter to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Respectfully submitted,

BUTLER SNOW LLP

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APPENDIX D
FORM OF CONTINUING DISCLOSURE AGREEMENT

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CONTINUING DISCLOSURE AGREEMENT FOR THE SERIES 2019 BONDS

This Continuing Disclosure Agreement (this "**Disclosure Agreement**") is executed and delivered by the City of Ridgeland, Mississippi (the "**Issuer**") in connection with the execution and delivery of \$19,960,000 City of Ridgeland, Mississippi General Obligation Bonds Series 2019 (the "**Bonds**"). The Series 2019 Bonds are being executed and delivered pursuant to resolutions adopted by the Mayor and Board of Aldermen (the "**Governing Body**") of the Issuer on March 19, 2019, May 7, 2019, June 4, 2019 and July __, 2019 (collectively, the "**Resolution**"). The Issuer covenants and agrees as follows:

SECTION 1. Purpose of this Disclosure Agreement. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the "**SEC**").

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined herein, the following capitalized terms shall have the following meanings:

"**Annual Report**" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"**Dissemination Agent**" shall mean any Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"**Listed Events**" shall mean any of the events listed in Section 5 of this Disclosure Certificate.

"**MSRB**" shall mean the Municipal Securities Rulemaking Board. As of the date hereof, the MSRB's required method of filing is electronically via its Electronic Municipal Market Access (EMMA) system, which is currently available at <http://emma.msrb.org>.

"**Official Statement**" means the final Official Statement prepared in connection with the Bonds.

"**Participating Underwriter**" shall mean the original underwriter of the Bonds required to comply with the Rule in connection with an offering of the Bonds.

"**Rule**" shall mean Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as in effect on the date of this Disclosure Certificate.

SECTION 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than twelve (12) months following the end of the Issuer's fiscal year ending September 30, 2019, provide to the MSRB (in an electronic format as prescribed by the MSRB), an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than five (5) business days prior to said date, the Issuer shall provide the Annual Report to the Dissemination Agent (if other than the Issuer). The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report. The information to be updated may be reported in any format chosen by the Issuer; it is not required that the format reflected in the Official Statement be used in future years.

(b) If the Issuer is unable to provide to the MSRB an Annual Report by the date required in subsection (a), the Issuer shall file or cause to be filed with the MSRB a notice in substantially the form attached to this Disclosure Certificate as Exhibit "A," or in another form determined by the Issuer.

SECTION 4. Content of Annual Reports. The Issuer's Annual Report shall contain or incorporate by reference the following:

(a) A copy of its annual financial statements, if any, prepared in accordance with generally accepted accounting principles audited by a firm of certified public accountants. If audited annual financial statements are not available by the time specified in Section 3(a) above, audited financial statements will be provided when and if available.

(b) An update of the type of information identified in Exhibit "B" hereto, which is contained in the tables in the Official Statement with respect to the Bonds.

Any or all of the items listed above may be incorporated by reference from other documents (including official statements), which are available to the public on the MSRB's Internet Web Site or filed with the SEC. The Issuer shall clearly identify each such document incorporated by reference.

SECTION 5. Reporting of Listed Events. The Issuer shall file or cause to be filed with the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, notice of any of the events listed below with respect to the Bonds. All of the events currently mandated by the Rule are listed below; however, some may not apply to the Bonds.

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, *if material*;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of bondholders, *if material*;
- (8) Bond calls, *if material*, and tender offers;
- (9) Defeasances;
- (10) Release, substitution or sale of property securing repayment of the Bonds, *if material*;
- (11) Rating changes;

(12) Bankruptcy, insolvency, receivership or similar event of the obligated person;⁹

(13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, *if material*;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, *if material*;

(15) Incurrence of a financial obligation¹⁰ of the obligated person, *if material*, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect security holders, *if material*; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation² of the obligated person, any of which reflect financial difficulties.

SECTION 6. Format; Identifying Information. All documents provided to the MSRB pursuant to this Disclosure Certificate shall be in the format prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB.

As of the date of this Disclosure Certificate, all documents submitted to the MSRB must be in portable document format (PDF) files configured to permit documents to be saved, viewed, printed and retransmitted by electronic means. In addition, such PDF files must be word-searchable, provided that diagrams, images and other non-textual elements are not required to be word-searchable.

SECTION 7. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the earliest of: (i) the date of legal defeasance, prior redemption or payment in full of all of the Bonds; (ii) the date that the Issuer shall no longer constitute an "obligated person" within the meaning of the Rule; or (iii) the date on which those portions of the Rule which require this written undertaking are held to be invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Bonds.

SECTION 8. Dissemination Agent.

(a) The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist the Issuer in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If the Issuer elects not

⁹ For the purposes of the event identified in subparagraph (b)(5)(i)(C)(12) of the Rule, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and official or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

¹⁰ For purposes of the events identified in subparagraphs (b)(5)(i)(C)(15) and (16) of the Rule, the term "financial obligation" is defined to mean a (A) debt obligation; (B) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) a guarantee of (A) or (B). The term "financial obligation" does not include municipal securities as to which a final official statement has been otherwise provided to the MSRB consistent with the Rule. Numerous other terms contained in these subsections and/or in the definition of "financial obligation" are not defined in the Rule; SEC Release No. 34-83885 contains a discussion of the current SEC interpretation of those terms. For example, in the Release, the SEC provides guidance that the term "debt obligation" generally should be considered to include only lease arrangements that operate as vehicles to borrow money.

to appoint a successor Dissemination Agent, it shall perform the duties thereof under this Disclosure Certificate. The Dissemination Agency shall have only such duties as are specifically set forth in this Disclosure Certificate and any other agreement between the Issuer and the Dissemination.

(b) In addition to the filing duties on behalf of the Issuer described in this Disclosure Certificate, the Dissemination Agent shall:

(1) each year, prior to the date for providing the Annual Report, determine the appropriate electronic format prescribed by the MSRB;

(2) send written notice to the Issuer at least 45 days prior to the date the Annual Report is due stating that the Annual Report is due as provided in Section 3(a) hereof; and

(3) if the Dissemination Agent is other than the Issuer, certify in writing to the Issuer that the Annual Report has been provided pursuant to this Disclosure Certificate and the date it was provided.

(4) If the Annual Report (or any portion thereof) is not provided to the MSRB by the date required in Section (3)(a), the Dissemination Agent shall file with the MSRB a notice in substantially the form attached to this Disclosure Certificate as Exhibit A or in another form determined by the Issuer.

SECTION 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate and may waive any provision of this Disclosure Certificate, without the consent of the holders and beneficial owners of the Bonds, if such amendment or waiver does not, in and of itself, cause the undertakings herein (or action of any Participating Underwriter in reliance on the undertakings herein) to violate the Rule, but taking into account any subsequent change in or official interpretation of the Rule. The Issuer will provide notice of such amendment or waiver to the MSRB.

SECTION 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 11. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriter and the holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

IN WITNESS WHEREOF, the Issuer has caused this Disclosure Agreement to be executed by a duly authorized officer of the Issuer as of this _____ day of _____, 2019.

(SEAL)

CITY OF RIDGELAND, MISSISSIPPI

By _____
Mayor

ATTEST:

By _____
City Clerk

EXHIBIT "A"

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Ridgeland
Name of Bond Issue: \$19,960,000 City of Ridgeland, Mississippi General Obligation Bonds Series
2019 (the "**Bonds**")
Date of Issuance: _____, 2019
CUSIP Number: _____

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate dated _____, 2019. The Issuer anticipates that the Annual Report will be filed by _____.

Dated: _____, _____

EXHIBIT "B"

OFFICIAL STATEMENT TABLES TO BE UPDATED

Government

Name	Occupation	Position Held Since

TAX INFORMATION

Assessed Valuation of the City¹¹

Assessment Year	Real Property	Personal Property	Public Utility Property	Mobile Homes	Auto- Mobiles	Total

¹¹ The total assessed valuation is approved in September preceding the fiscal year of the City and represents the value of real property, personal property and public utility property for the year indicated on which taxes are assessed for the following fiscal year's budget. For example, the taxes for the assessed valuation figures for 20__ are collected starting in January, 20__ for the 20__-20__ fiscal year budget of the City.

Tax Levy Per \$1,000 Valuation

City - General Purpose:					
Operating Millage					
Debt Millage					
Total for City:					

Ad Valorem Tax Collections

Fiscal Year Ended September 30	Amount Budgeted	Amount Collected	Difference Over/(Under)

Outstanding General Obligation Bonded Debt

(as of _____)

Issue	Date of Issue	Outstanding Principal

Other Outstanding Debt

(as of _____)

Issue	Date of Issue	Outstanding Principal

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF RIDGELAND, MISSISSIPPI (THE "CITY"), TO ISSUE GENERAL OBLIGATION BONDS, SERIES 2019 OF THE CITY (THE "BONDS") IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED NINETEEN MILLION NINE HUNDRED SIXTY THOUSAND DOLLARS (\$19,960,000) TO RAISE MONEY FOR THE PURPOSE OF FINANCING CERTAIN CAPITAL PROJECTS AND IMPROVEMENTS WHICH SHALL CONSIST OF PURCHASING, ERECTING, REPAIRING, IMPROVING, ADORNING AND EQUIPPING MUNICIPAL BUILDINGS, AND PURCHASING BUILDINGS OR LAND THEREFOR; CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFOR; ESTABLISHING, REPAIRING, IMPROVING AND EXTENDING SANITARY, STORM, DRAINAGE OR SEWERAGE SYSTEMS; REPAIRING, IMPROVING AND EXTENDING WATER AND OTHER PUBLIC UTILITY DISTRIBUTION SYSTEMS; PURCHASING LAND FOR PARKS AND PUBLIC PLAYGROUNDS, AND IMPROVING, EQUIPPING AND ADORNING THE SAME, INCLUDING THE CONSTRUCTING, REPAIRING AND EQUIPPING OF OTHER RECREATIONAL FACILITIES; PROTECTING THE MUNICIPALITY, ITS STREETS AND SIDEWALKS FROM OVERFLOW, CAVING BANKS AND OTHER LIKE DANGERS; AND FOR OTHER AUTHORIZED PURPOSES UNDER MISSISSIPPI CODE ANN. SECTIONS 21-33-301 ET SEQ., AS AMENDED, INCLUDING PAYING FOR THE COST OF SUCH BORROWING.

WHEREAS, the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi (the "Governing Body"), acting for and on behalf of the City of Ridgeland, Mississippi (the "City"), hereby finds, determines, adjudicates and declares as follows:

1. (a) In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

"Act" shall mean Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and/or supplemented from time to time.

"Act of Bankruptcy" shall mean the filing of a petition in bankruptcy by or against the City under any applicable bankruptcy, insolvency, reorganization or similar law, now or hereafter in effect.

"Agent" shall mean any Paying Agent or Transfer Agent, whether serving in either or both capacities, and herein designated by the Governing Body.

"Authorized Officer" means the Mayor of the City, the President of the Governing Body, the Clerk of the City and any other officer designated from time to time as an Authorized Officer by resolution of the City, and when used with reference to any act or document also means any other Person authorized by resolution of the City to perform such act or sign such document.

"Bond" or **"Bonds"** shall mean the \$19,960,000 General Obligation Bonds, Series 2019, of the City authorized and directed to be issued in this resolution.

"Bond Counsel" shall mean Butler Snow LLP, Ridgeland, Mississippi.

"Bond Resolution" shall mean this resolution, as may be amended and or supplemented from time to time.

"Book-Entry System" means a book-entry system established and operated for the recordation of Beneficial Owners of the Bonds as described in Section 3 herein.

"City" shall mean the City of Ridgeland, Mississippi.

"Clerk" shall mean the City Clerk of the City.

"Code" shall mean the Internal Revenue Code of 1986, as amended, supplemented or superseded.

"Direct Participant" means a broker-dealer, bank or other financial institution for which the Securities Depository holds Bonds as a securities depository.

"DTC" means The Depository Trust Company.

"DTC participants" shall mean any participant for whom DTC is a Security Depository Nominee.

"Governing Body" shall mean the Mayor and Board of Aldermen of the City.

"Letter of Representations" shall mean the blanket issue letter of representations from the City to DTC under the Book-Entry System.

"Mayor" shall mean the Mayor of the City of Ridgeland, Mississippi.

"Notice" shall mean the Notice of Bond Sale set out in Section 22 hereof.

"Paying Agent" shall mean any bank, trust company or other institution hereafter designated by the Governing Body for the payment of the principal of and interest on the Bonds.

"Person" shall mean an individual, partnership, corporation, limited liability company, trust or unincorporated organization and a government or agency or political subdivision thereof.

"Project" shall mean to raise money for the purpose of financing certain capital projects and improvements which shall consist of purchasing, erecting, repairing, improving, adorning

and equipping municipal buildings, and purchasing land therefor; constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; establishing, repairing, improving and extending sanitary, storm, drainage or sewerage systems; constructing bridges and culverts; repairing, improving and extending water and other public utility distribution systems; purchasing land for parks and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of other recreational facilities; protecting the municipality, its streets and sidewalks from overflow, caving banks and other like dangers; and for other authorized purposes under the Act, including paying for the cost of such borrowing.

"Purchaser" shall mean the successful bidder for the Bonds, to be hereafter designated by the Governing Body.

"Record Date" shall mean, as to interest payments, the 15th day of the month preceding the dates set for payment of interest on the Bonds and, as to payments of principal, the 15th day of the month preceding the maturity date or the date set for redemption.

"Record Date Registered Owner" shall mean the Registered Owner as of the Record Date.

"Registered Owner" shall mean the Person whose name shall appear in the registration records of the City maintained by the Transfer Agent.

"Securities Depository" shall mean The Depository Trust Company and any substitute for or successor to such securities depository that shall maintain a Book-Entry System with respect to the Bonds.

"Securities Depository Nominee" shall mean the Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the registration records the Bonds to be delivered to such Securities Depository during the continuation with such Securities Depository of participation in its Book-Entry System.

"State" shall mean the State of Mississippi.

"Transfer Agent" shall mean any bank, trust company or other institution hereafter designated by the Governing Body for the registration of owners of the Bonds and for the performance of such other duties as may be herein or hereafter specified by the Governing Body.

"2019 Bond Fund" shall mean the City of Ridgeland, Mississippi General Obligation Bonds, Series 2019 Bond Fund provided for in Section 13 hereof.

"2019 Construction Fund" shall mean the City of Ridgeland, Mississippi General Obligation Bonds, Series 2019 Construction Fund provided for in Section 14 hereof.

(b) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words and terms herein defined shall be equally applicable to the plural as well as the singular form of any of such words and terms.

2. Heretofore, on March 19, 2019, the Governing Body adopted a certain resolution entitled **"RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF RIDGELAND, MISSISSIPPI (THE "CITY"), TO ISSUE GENERAL OBLIGATION BONDS OF THE CITY IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED NINETEEN MILLION NINE HUNDRED SIXTY THOUSAND DOLLARS (\$19,960,000) TO RAISE MONEY FOR THE PURPOSE OF FINANCING CERTAIN CAPITAL PROJECTS AND IMPROVEMENTS WHICH SHALL CONSIST OF PURCHASING, ERECTING, REPAIRING, IMPROVING, ADORNING AND EQUIPPING MUNICIPAL BUILDINGS, AND PURCHASING BUILDINGS OR LAND THEREFOR; CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFOR; ESTABLISHING, REPAIRING, IMPROVING AND EXTENDING SANITARY, STORM, DRAINAGE OR SEWERAGE SYSTEMS; REPAIRING, IMPROVING AND EXTENDING WATER AND OTHER PUBLIC UTILITY DISTRIBUTION SYSTEMS; PURCHASING LAND FOR PARKS AND PUBLIC PLAYGROUNDS, AND IMPROVING, EQUIPPING AND ADORNING THE SAME, INCLUDING THE CONSTRUCTING, REPAIRING AND EQUIPPING OF OTHER RECREATIONAL FACILITIES; PROTECTING THE MUNICIPALITY, ITS STREETS AND SIDEWALKS FROM OVERFLOW, CAVING BANKS AND OTHER LIKE DANGERS; AND FOR OTHER AUTHORIZED PURPOSES UNDER MISSISSIPPI CODE ANN. SECTIONS 21-33-301 ET SEQ., AS AMENDED, INCLUDING PAYING FOR THE COST OF SUCH BORROWING (TOGETHER, THE "PROJECT"); AND DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION"** (the **"Intent Resolution"**) wherein the Governing Body found, determined and adjudicated that it is necessary that bonds of the City be issued in the amount, for the purpose and secured as aforesaid, declared its intention to issue said bonds, and fixed 6:00 p.m. on Tuesday, May 7, 2019, as the date and hour on which it proposed to direct the issuance of said bonds, on or prior to which date and hour any protest to be made against the issuance of such bonds was required to be filed.

3. As required by law and as directed by the Intent Resolution, the Intent Resolution was published once a week for at least three (3) consecutive weeks in the *Madison County Journal*, a newspaper published in and having a general circulation in the City, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, the first publication having been made not less than twenty-one (21) days prior to May 7, 2019, and the last publication having been made not more than seven (7) days prior to such date, said notice having been published in said newspaper on April 11, 18, 25 and May 2, 2019.

4. On or prior to the hour of 6:00 p.m. on May 7, 2019, no written protest against the issuance of the Bonds was filed with the Clerk of the City and the Governing Body by resolution found, determined and adjudicated that no protest against the issuance of the bonds was duly filed and authorized the issuance of the bonds.

5. On May 7, 2019, the Governing Body adopted a resolution (the **"No Protest Resolution"**) finding and determining that the Intent Resolution was duly published as required by law and that no written protest or other objection of any kind or character against the issuance of such general obligation bonds was filed by qualified electors of the City.

6. Pursuant to the No Protest Resolution, the Governing Body authorized and approved the issuance of such general obligation bonds of the City in an amount not to exceed \$19,960,000, to raise money for the Project, all in accordance with the Act.

7. The Governing Body is now authorized and empowered by the provisions of the Act to issue the Bonds without an election on the question of the issuance thereof and is authorized to issue Bonds registered as to principal and interest in the form and manner hereinafter provided for by the Act.

8. The assessed value of all taxable property within the City, according to the last completed assessment for taxation, is Four Hundred Eighty Six Million, Nine Hundred Eight Thousand One Hundred Seventy Four Dollars (\$486,908,174); the City has outstanding bonded indebtedness subject to the fifteen percent (15%) debt limit prescribed by Section 21-33-303, Mississippi Code of 1972, as amended, in the amount of Thirty One Million Six Hundred Sixty Thousand Dollars (\$31,660,000), and outstanding bonded and floating indebtedness subject to the twenty percent (20%) debt limit prescribed by Section 21-33-303, Mississippi Code of 1972, as amended, (which amount includes the sum set forth above subject to the 15% debt limit), in the amount of Thirty One Million Six Hundred Sixty Thousand Dollars (\$31,660,000); the issuance of the Bonds hereinafter proposed to be issued pursuant to the Act, when added to the outstanding bonded indebtedness of the City, will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid fifteen percent (15%) debt limit, of more than fifteen percent (15%) of the assessed value of taxable property within the City, and will not result in indebtedness, both bonded and floating, exclusive of indebtedness not subject to the aforesaid twenty percent (20%) debt limit, in excess of twenty percent (20%) of the assessed value of taxable property within the City, and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the City;

9. It has now become necessary to make provision for the preparation, execution and issuance of said Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. In consideration of the purchase and acceptance of any and all of the Bonds by those who shall hold the same from time to time, this Bond Resolution shall constitute a contract between the City and the Registered Owners from time to time of the Bonds. The pledge made herein and the covenants and agreements herein set forth to be performed on behalf of the City for the benefit of the Registered Owners shall be for the equal benefit, protection and security of the Registered Owners of any and all of the Bonds, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction.

SECTION 2. The Bonds are hereby authorized and ordered to be prepared and issued in the principal amount of Nineteen Million Nine Hundred Sixty Thousand Dollars (\$19,960,000) to raise money for the Project as authorized by the Act.

SECTION 3. (a) Notwithstanding anything to the contrary in this resolution, so long as the Bonds are being held under a book-entry system, transfers of beneficial ownership of the Bonds will be affected pursuant to rules and procedures established by the Securities Depository. The Bonds shall initially be issued pursuant to a Book-Entry System administered by the Securities Depository with no physical distribution of Bond certificates to be made except as provided in this Section 3. Any provision of this Bond Resolution or the Bonds requiring physical delivery of the Bonds shall, with respect to any Bonds held under the Book-Entry System, be deemed to be satisfied by a notation on the registration records maintained by the Paying Agent that such Bonds are subject to the Book-Entry System.

(b) So long as a Book-Entry System is being used, one Bond in the aggregate principal amount of each separate maturity (whether serially or by term) of the Bonds and registered in the name of the Securities Depository, the Securities Depository Nominee and the DTC participants and Indirect Participants will evidence beneficial ownership of the Bonds in authorized denominations, with transfers of ownership effected on the records of the Securities Depository, the DTD participants and the Indirect Participants pursuant to rules and procedures established by the Securities Depository, the DTC participants and the Indirect Participants. The principal of and any premium on each Bond shall be payable to the Securities Depository Nominee or any other person appearing on the registration records as the Registered Owner of such Bond or its registered assigns or legal representative at the principal office of the Paying Agent. So long as the Book-Entry System is in effect, the Securities Depository will be recognized as the Holder of the Bonds for all purposes. Transfer of principal, interest and any premium payments or notices to DTC participants and Indirect Participants will be the responsibility of the Securities Depository and transfer of principal, interest and any premium payments or notices to Beneficial Owners will be the responsibility of the DTC participants and Indirect Participants. No other party will be responsible or liable for such transfers of payments or notices or for maintaining, supervising or reviewing such records maintained by the Securities Depository, the DTC participants or the Indirect Participants. While the Securities Depository Nominee or the Securities Depository, as the case may be, is the Registered Owner of the Bonds, notwithstanding any other provisions set forth herein, payments of principal of, redemption premium, if any, and interest on the Bonds shall be made to the Securities Depository Nominee or the Securities Depository, as the case may be, by wire transfer in immediately available funds to the account of such Holder, without notice to or the consent of the Beneficial Owners, the Paying Agent, with the consent of the City, and the Securities Depository may agree in writing to make payments of principal and interest in a manner different from that set out herein. In such event, the Paying Agent shall make payments with respect to the Bonds in such manner as if set forth herein.

(c) The City may at any time elect (i) to provide for the replacement of any Securities Depository as the depository for the Bonds with another qualified Securities Depository, or (ii) to discontinue the maintenance of the Bonds under a Book-Entry System. In such event, and upon being notified by the City of such election, the Paying Agent shall give 30 days' prior notice of such election to the Securities Depository (or such fewer number of days as shall be acceptable to such Securities Depository).

(d) Upon the discontinuance of the maintenance of the Bonds under a Book-Entry System, the City will cause Bonds to be issued directly to the Beneficial Owners of Bonds, or

their designees, as further described below. In such event, the Paying Agent shall make provisions to notify DTC participants and the Beneficial Owners of the Bonds, by mailing an appropriate notice to the Securities Depository, or by other means deemed appropriate by the Paying Agent in its discretion, that Bonds will be directly issued to the Beneficial Owners of Bonds as of a date set forth in such notice, which shall be a date at least 10 days after the date of mailing of such notice (or such fewer number of days as shall be acceptable to the Securities Depository).)

(e) In the event that Bonds are to be issued to the Beneficial Owners of the Bonds, or their designees, the City shall, at its expense, promptly have prepared Bonds in certificated form registered in the names of the Beneficial Owners of Bonds shown on the records of the DTC participants provided to the Paying Agent, as of the date set forth in the notice described above. Bonds issued to the Beneficial Owners, or their designees, shall be in fully registered form substantially in the form set forth in Section 7 hereof.

(f) If any Securities Depository is replaced as the depository for the Bonds with another qualified Securities Depository, the City will issue to the replacement Securities Depository Bonds substantially in the form set forth herein, registered in the name of such replacement Securities Depository.

(g) Each Securities Depository and the DTC participants, the Indirect Participants and the Beneficial Owners of the Bonds, by their acceptance of the Bonds, agree that the City and the Paying Agent shall have no liability for the failure of any Securities Depository to perform its obligation to any DTC participant, Indirect Participant or other nominee of any Beneficial Owner of any Bonds to perform any obligation that such DTC participant, Indirect Participant or other nominee may incur to any Beneficial Owner of the Bonds.

(h) Notwithstanding any other provision of this Bond Resolution, on or prior to the date of issuance of the Bonds, the City shall have executed and delivered to the initial Securities Depository the Letter of Representations governing various matters relating to the Securities Depository and its activities pertaining to the Bonds. The terms and provisions of the Letter of Representations are incorporated herein by reference and in the event there shall exist any inconsistency between the substantive provisions of the Letter of Representations and any provisions of this Bond Resolution, then, for as long as the initial Securities Depository shall serve with respect to the Bonds, the terms of the Letter of Representations shall govern.

(i) Notwithstanding any provision in this Bond Resolution to the contrary, at all times in which the Book-Entry System is in effect, any references to physical delivery of a Bond shall not be required.

SECTION 4. (a) Payments of interest on the Bonds shall be made to the Record Date Registered Owner, and payments of principal shall be made upon presentation and surrender thereof at the principal office of the Paying Agent to the Record Date Registered Owner in lawful money of the United States of America.

(b) The Bonds shall be registered as to both principal and interest; shall be dated the date of delivery thereof; shall be issued in the principal denomination of \$5,000 each, or integral

multiples thereof up to the amount of a single maturity; shall be numbered from one upward in the order of issuance; shall bear interest from the date thereof at the rate or rates specified by further order of the Governing Body, payable on February 1 and August 1 of each year (each an "**Interest Payment Date**"), commencing August 1, 2020; and shall mature and become due and payable on August 1 in the years and in the principal amounts as follows:

<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>
2020	400,000	2030	1,095,000
2021	400,000	2031	1,130,000
2022	400,000	2032	1,170,000
2023	400,000	2033	1,210,000
2024	400,000	2034	1,255,000
2025	800,000	2035	1,300,000
2026	800,000	2036	1,345,000
2027	1,135,000	2037	1,390,000
2028	1,180,000	2038	1,440,000
2029	1,220,000	2039	1,490,000

(c) The Bonds maturing on August 1, 2030, and thereafter, are subject to redemption prior to their stated dates of maturity at par, plus accrued interest to the date of redemption, either in whole, or in part, at any time on or after August 1, 2029.

(d) Notice of redemption identifying the numbers of Bonds or portions thereof to be redeemed shall be given to the Registered Owners thereof by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption. Failure to mail or receive any such notice, or any defect therein or in the mailing thereof, shall not affect the validity of any proceedings for the redemption of Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been given, irrespective of whether received. If such written notice of redemption is made and if due provision for payment of the redemption price is made, all as provided above, the Bonds which are to be redeemed thereby automatically shall be deemed to have been redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the owner to receive the redemption price out of the funds provided for such payment. If at the time of mailing of any notice of redemption, there shall not be on deposit with the Paying Agent sufficient moneys to redeem all of the Bonds called for redemption, such notice shall state that it is subject to the deposit of moneys with the Paying Agent not later than on the redemption date and shall be of no effect unless such moneys are deposited.

(e) The Bonds, for which the payment of sufficient moneys or, to the extent permitted by the laws of the State, (a) direct obligations of, or obligations for the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America ("**Government Obligations**"), or (b) certificates of deposit or municipal obligations fully secured by Government Obligations, or (c) evidences of ownership of proportionate interests in future interest or principal payments on Government Obligations held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor on the Government

Obligations and which Government Obligations are not available to satisfy any claim of the custodian or any person claiming through the custodian or to whom the custodian may be obligated, or, (d) State and Local Government Series ("**SLGS**") Securities, or (e) municipal obligations, the payment of the principal of, interest and redemption premium, if any, on which are irrevocably secured by Government Obligations and which Government Obligations are not subject to redemption prior to the date on which the proceeds attributable to the principal of such obligations are to be used and have been deposited in an escrow account which is irrevocably pledged to the payment of the principal of and interest and redemption premium, if any, on such municipal obligations (all of which collectively, with Government Obligations, "**Defeasance Securities**"), shall have been deposited with an escrow agent appointed for such purpose, which may be the Paying and Transfer Agent, shall be deemed to have been paid, shall cease to be entitled to any lien, benefit or security under the this Bond and shall no longer be deemed to be outstanding hereunder, and the Registered Owners shall have no rights in respect thereof except to receive payment of the principal of and interest on such Bonds from the funds held for that purpose. Defeasance Securities shall be considered sufficient under the Bond Resolution if said investments, with interest, mature and bear interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest and to pay principal when due on such Bonds.

SECTION 5. (a) When the Bonds shall have been validated and executed as herein provided, they shall be registered as an obligation of the City in the office of the Clerk in a record maintained for that purpose, and the Clerk shall cause to be imprinted upon the reverse side of, or attached to, each of the Bonds, over his manual or facsimile signature and manual or facsimile seal, his certificate in substantially the form set out in Section 7.

(b) The Bonds shall be executed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the Clerk, with the seal of the City imprinted or affixed thereto; provided, however all signatures and seals appearing on the Bonds, other than the signature of an authorized officer of the Transfer Agent hereafter provided for, may be facsimile and shall have the same force and effect as if manually signed or impressed. In case any official of the City whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such official before the delivery or reissuance thereof, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery or reissuance.

(c) The Bonds shall be delivered to the Purchaser upon payment of the purchase price therefor in accordance with the terms and conditions of their sale and award, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, issuance, sale and validation of the Bonds, and the final, unqualified approving opinion of Bond Counsel, which opinion shall be imprinted on the reverse of, or attached to, each of the Bonds.

(d) Prior to or simultaneously with the delivery by the Transfer Agent of any of the Bonds, the City shall file with the Transfer Agent:

(i) a copy, certified by the Clerk, of the transcript of proceedings of the Governing Body in connection with the authorization, issuance, sale and validation of the Bonds; and

(ii) an authorization to the Transfer Agent, signed by the Mayor or the Clerk, to authenticate and deliver the Bonds to the Purchaser.

(e) At delivery, the Transfer Agent shall authenticate the Bonds and deliver them to the Purchaser thereof upon payment of the purchase price of the Bonds to the City.

(f) Bonds, blank as to denomination, rate of interest, date of maturity and CUSIP number, if any, and sufficient in quantity in the judgment of the City to meet the reasonable transfer and reissuance needs on the Bonds, shall be printed and delivered to the Transfer Agent in generally-accepted format, and held by the Transfer Agent until needed for transfer or reissuance, whereupon the Transfer Agent shall imprint the appropriate information as to denomination, rate of interest, date of maturity and CUSIP number, if any, prior to the registration, authentication and delivery thereof to the transferee holder. The Transfer Agent is hereby authorized upon the approval of the Governing Body to have printed from time to time as necessary additional Bonds bearing the manual or facsimile seal of the City and manual or facsimile signatures of the persons who were the officials of the Governing Body as of the date of original issue of the Bonds.

SECTION 6. (a) The City will appoint the Paying Agent and Transfer Agent for the Bonds after receiving the recommendation of the successful bidder subject to the following conditions. The Paying Agent and Transfer Agent shall be a bank or trust company located within the State of Mississippi. The City specifically reserves the right to hereafter designate a separate Transfer Agent and/or Paying Agent in its discretion in the manner hereinafter provided.

(b) So long as any of the Bonds shall remain outstanding, the City shall maintain with the Transfer Agent records for the registration and transfer of the Bonds. The Transfer Agent is hereby appointed registrar for the Bonds, in which capacity the Transfer Agent shall register in such records and permit to be transferred thereon, under such reasonable regulations as may be prescribed, any Bond entitled to registration or transfer.

(c) The City shall pay or reimburse the Agent for reasonable fees for the performance of the services normally rendered and the incurring of normal expenses reasonably and necessarily paid as are customarily paid to paying agents, transfer agents and bond registrars, subject to agreement between the City and the Agent. Fees and reimbursements for extraordinary services and expenses, so long as not occasioned by the negligence, misconduct or willful default of the Agent, shall be made by the City on a case-by-case basis, subject, where not prevented by emergency or other exigent circumstances, to the prior written approval of the Governing Body.

(d) (i) An Agent may at any time resign and be discharged of the duties and obligations of either the function of the Paying Agent or Transfer Agent, or both, by giving at least sixty (60) days' written notice to the City, and may be removed from either or both of said functions at any time by resolution of the Governing Body delivered to the Agent. The resolution shall specify the date on which such removal shall take effect and the name and address of the successor Agent, and shall be transmitted to the Agent being removed within a reasonable time prior to the effective date thereof. Provided, however,

that no resignation or removal of an Agent shall become effective until a successor Agent has been appointed pursuant to the Bond Resolution.

(ii) Upon receiving notice of the resignation of an Agent, the City shall promptly appoint a successor Agent by resolution of the Governing Body. Any appointment of a successor Agent shall become effective upon acceptance of appointment by the successor Agent. If no successor Agent shall have been so appointed and have accepted appointment within thirty (30) days after the notice of resignation, the resigning Agent may petition any court of competent jurisdiction for the appointment of a successor Agent, which court may thereupon, after such notice as it may deem appropriate, appoint a successor Agent.

(iii) In the event of a change of Agents, the predecessor Agent shall cease to be custodian of any funds held pursuant to this Bond Resolution in connection with its role as such Agent, and the successor Agent shall become such custodian; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Agent shall be fully paid. Every predecessor Agent shall deliver to its successor Agent all records of account, registration records, lists of Registered Owners and all other records, documents and instruments relating to its duties as such Agent.

(iv) Any successor Agent appointed under the provisions hereof shall be a bank, trust company or national banking association having Federal Deposit Insurance Corporation insurance of its accounts, duly authorized to exercise corporate trust powers and subject to examination by and in good standing with the federal and/or state regulatory authorities under the jurisdiction of which it falls.

(v) Every successor Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor Agent and to the City an instrument in writing accepting such appointment hereunder, and thereupon such successor Agent, without any further act, shall become fully vested with all the rights, immunities and powers, and subject to all the duties and obligations, of its predecessor.

(vi) Should any transfer, assignment or instrument in writing be required by any successor Agent from the City to more fully and certainly vest in such successor Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Agent, any such transfer, assignment and written instruments shall, on request, be executed, acknowledged and delivered by the City.

(vii) The City will provide any successor Agent with certified copies of all resolutions, orders and other proceedings adopted by the Governing Body relating to the Bonds.

(viii) All duties and obligations imposed hereby on an Agent or successor Agent shall terminate upon the accomplishment of all duties, obligations and responsibilities imposed by law or required to be performed by this Bond Resolution.

(e) Any corporation or association into which an Agent may be converted or merged, or with which it may be consolidated or to which it may sell or transfer its assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor Agent hereunder and vested with all the powers, discretion, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of either the City or the successor Agent, anything herein to the contrary notwithstanding, provided only that such successor Agent shall be satisfactory to the City and eligible under the provisions of Section 6(d)(iv) hereof.

SECTION 7. The Bonds shall be in substantially the following form, with such appropriate variations, omissions and insertions as are permitted or required by this Bond Resolution:

[Remainder of page left blank intentionally]

[BOND FORM]

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE PAYING AGENT OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

**UNITED STATES OF AMERICA
STATE OF MISSISSIPPI
CITY OF RIDGELAND, MISSISSIPPI
GENERAL OBLIGATION BOND
SERIES 2019**

NO. _____ \$ _____

Rate of Interest

Maturity

Date of Original Issue

CUSIP

August 1, 20____, 2019

Registered Owner:

Principal Amount:

DOLLARS

The City of Ridgeland, Mississippi (the "**City**"), a body politic existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, upon the presentation and surrender of this Bond, at the principal office of _____, _____, _____, or its successor, as paying agent (the "**Paying Agent**") for the General Obligation Bonds, Series 2019, of the City (the "Bonds"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this Bond shall be made to the Registered Owner hereof who shall appear in the registration records of the City maintained by _____, _____, _____, or its successor, as transfer agent for the Bonds (the "**Transfer Agent**"), as of the 15th day of the calendar month preceding the maturity date hereof.

The City further promises to pay interest on such principal amount from the date of this Bond or from the most recent Interest Payment Date to which interest has been paid at the rate of interest per annum set forth above, on February 1 and August 1 of each year (each an "**Interest Payment Date**"), commencing August 1, 2020, until said principal sum is paid, to the Registered

Owner hereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the 15th day of the calendar month preceding the applicable Interest Payment Date.

Payments of principal of and interest on this Bond shall be made by check or draft mailed on the Interest Payment Date to such Registered Owner at his address as it appears on such registration records. The Registered Owner hereof may change such address by written notice to the Transfer Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Transfer Agent, such notice to be received by the Transfer Agent not later than the 15th day of the calendar month preceding the applicable principal or Interest Payment Date.

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to denomination, number, rate of interest and date of maturity, issued in the aggregate authorized principal amount of Nineteen Million Nine Hundred Sixty Thousand Dollars (\$19,960,000) to raise money for the purpose of financing certain capital projects and improvements which shall consist of purchasing, erecting, repairing, improving, adorning and equipping municipal buildings, and purchasing land therefor; constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; establishing, repairing, improving and extending sanitary, storm, drainage or sewerage systems; constructing bridges and culverts; repairing, improving and extending water and other public utility distribution systems; purchasing land for parks and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of other recreational facilities; protecting the municipality, its streets and sidewalks from overflow, caving banks and other like dangers; and for other authorized purposes under the Act, including paying for the cost of such borrowing.

This Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 21-33-301 et seq., Mississippi Code of 1972, as amended and/or supplemented from time to time (the "**Act**"), and by the further authority of proceedings duly had by the Mayor and Board of Aldermen of the City, including a resolution adopted June 4, 2019 (the "**Bond Resolution**").

The Bonds maturing on August 1, 2030, and thereafter, are subject to redemption prior to their stated dates of maturity at par, plus accrued interest to the date of redemption, either in whole, or in part, at any time on or after August 1, 2029.

Notice of redemption identifying the numbers of Bonds or portions thereof to be redeemed shall be given to the Registered Owners thereof by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption. Failure to mail or receive any such notice, or any defect therein or in the mailing thereof, shall not affect the validity of any proceedings for the redemption of Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been given, irrespective of whether received. If such written notice of redemption is made and if due provision for payment of the redemption price is made, all as provided above, the Bonds which are to be redeemed thereby automatically shall be deemed to have been redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the owner to receive the redemption price out of the funds provided for

such payment. If at the time of mailing of any notice of redemption, there shall not be on deposit with the Paying Agent sufficient moneys to redeem all of the Bonds called for redemption, such notice shall state that it is subject to the deposit of moneys with the Paying Agent not later than on the redemption date and shall be of no effect unless such moneys are deposited.

The Bonds are registered as to both principal and interest. The Bonds are to be issued or reissued in the denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity.

This Bond may be transferred or exchanged by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal office of the Transfer Agent, but only in the manner, subject to the limitations in the Bond Resolution, and upon surrender and cancellation of this Bond. Upon such transfer or exchange, a new Bond or Bonds of like aggregate principal amount in authorized denominations of the same maturity will be issued.

The City and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

The Bonds are general obligations of the City secured by the full faith, credit and resources of the City and will continue to be payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate, or amount upon all the taxable property within the geographical limits of the City; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the bond fund of the Bonds, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Bonds due during the ensuing fiscal year of the City, in accordance with the provisions of the Bond Resolution securing the Bonds. The City, when necessary, will levy annually a special tax upon all taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of the principal of and the interest on the Bonds as the same falls due.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Bond Resolution until the certificate of registration and authentication hereon shall have been signed by the Transfer Agent.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the Bonds, in order to make the same legal and binding general obligations of the City, according to the terms thereof, do exist, have happened and have been performed in regular and due time, form and manner as required by law. For the performance in apt time and manner of every official act herein required, and for the prompt payment of this Bond, both principal and interest, the full faith and credit of the City are hereby irrevocably pledged.

IN WITNESS WHEREOF, the City has caused this Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City, countersigned by the manual or facsimile signature of the Clerk of the City, under the manual or facsimile seal of the City, which said manual or facsimile signatures and seal said officials adopt as and for their own proper signatures and seal.

CITY OF RIDGELAND, MISSISSIPPI

BY: _____
Mayor

COUNTERSIGNED:

City Clerk

(SEAL)

There shall be printed in the lower left portion of the face of or attached to, the Bonds a registration and authentication certificate in substantially the following form:

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Bond Resolution and is one of the General Obligation Bonds, Series 2019, of the City of Ridgeland, Mississippi.

as Transfer Agent

BY: _____
Authorized Officer

Date of Registration and Authentication: _____

There shall be printed on the reverse of or attached to, the Bonds a registration and validation certificate and an assignment form in substantially the following form:

REGISTRATION AND VALIDATION CERTIFICATE

**STATE OF MISSISSIPPI
COUNTY OF MADISON
CITY OF RIDGELAND**

I, the undersigned City Clerk of the City of Ridgeland, Mississippi, do hereby certify that the within Bond has been duly registered by me as an obligation of said City pursuant to law in a record kept in my office for that purpose, and has been validated and confirmed by Decree of the Chancery Court of Madison County, Mississippi, rendered on the __ day of _____, 2019.

City Clerk

(SEAL)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____,
_____, _____, as Transfer Agent to transfer the said Bond on the records kept
for registration thereof with full power of substitution in the premises.

NOTICE: The signature to this Assignment must
correspond with the name of the Registered Owner
as it appears upon the face of the within Bond in
every particular manner, without any alteration
whatever.

Signatures guaranteed:

NOTICE: Signature(s) must be guaranteed by an
approved eligible guarantor institution, an
institution that is a participant in a Securities
Transfer Association recognized signature
guarantee program.

(Authorized Officer)

Date of Assignment: _____

Insert Social Security Number or Other
Tax Identification Number of Assignee: _____

[END OF BOND FORM]

SECTION 8. In case any Bond shall become mutilated or be stolen, destroyed or lost, the City shall, if not then prohibited by law, cause to be authenticated and delivered a new Bond of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated Bond, or in lieu of and in substitution for such Bond stolen, destroyed or lost, upon the Registered Owner's paying the reasonable expenses and charges of the City in connection therewith, and in case of a Bond stolen, destroyed or lost, his filing with the City or Transfer Agent evidence satisfactory to them that such Bond was stolen, destroyed or lost, and of his ownership thereof, and furnishing the City or Transfer Agent with such security or indemnity as may be required by law or by them to save each of them harmless from all risks, however remote.

SECTION 9. The Bonds shall be general obligations of the City secured by the full faith, credit and resources of the City. For the purpose of effectuating and providing for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue, there shall be and is hereby levied a direct, continuing special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of and the interest on the Bonds; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the bond fund of the Bonds, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Bonds due during the ensuing fiscal year of the City, in accordance with the provisions of the bond resolution securing the Bonds. When necessary, said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue. Should there be a failure in any year to comply with the requirements of this section, such failure shall not impair the right of the Registered Owners of any of the Bonds in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Bonds, both as to principal and interest.

SECTION 10. Only such of the Bonds as shall have endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the Transfer Agent, shall be entitled to the rights, benefits and security of this Bond Resolution. No Bond shall be valid or obligatory for any purpose unless and until such certificate of registration and authentication shall have been duly executed by the Transfer Agent, which executed certificate shall be conclusive evidence of registration, authentication and delivery under this Bond Resolution. The Transfer Agent's certificate of registration and authentication on any Bond shall be deemed to have been duly executed if signed by an authorized officer of the Transfer Agent, but it shall not be necessary that the same officer sign said certificate on all of the Bonds that may be issued hereunder at any one time.

SECTION 11. (a) In the event the Purchaser shall fail to designate the names, addresses and social security or tax identification numbers of the Registered Owners of the Bonds within thirty (30) days of the date of sale, or at such other later date as may be designated by the City, one Bond registered in the name of the Purchaser may be issued in the full amount for each

maturity. Ownership of the Bonds shall be in the Purchaser until the initial Registered Owner has made timely payment and, upon request of the Purchaser within a reasonable time of the initial delivery of the Bonds, the Transfer Agent shall re-register any such Bond upon its records in the name of the Registered Owner to be designated by the Purchaser in the event timely payment has not been made by the initial Registered Owner.

(b) Except as hereinabove provided, the Person in whose name any Bond shall be registered in the records of the City maintained by the Transfer Agent may be deemed the absolute owner thereof for all purposes, and payment of or on account of the principal of or interest on any Bond shall be made only to or upon the order of the Registered Owner thereof, or his legal representative, but such registration may be changed as hereinafter provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

SECTION 12. (a) Each Bond shall be transferable only in the records of the City, upon surrender thereof at the office of the Transfer Agent, together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the transfer of any Bond, the City, acting through its Transfer Agent, shall issue in the name of the transferee a new Bond or Bonds of the same aggregate principal amount and maturity and rate of interest as the surrendered Bond or Bonds.

(b) In all cases in which the privilege of transferring Bonds is exercised, the Transfer Agent shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution.

SECTION 13. (a) The City hereby establishes the 2019 Bond Fund which shall be maintained with a qualified depository in its name for the payment of the principal of and interest on the Bonds, and the payment of Agents' fees in connection therewith. There shall be deposited into the 2019 Bond Fund as and when received:

(i) The accrued interest and premium, if any, received upon delivery of the Bonds;

(ii) The avails of any of the ad valorem taxes levied and collected pursuant to Section 9 hereof;

(iii) Any income received from investment of monies in the 2019 Bond Fund; and

(iv) Any other funds available to the City which may be lawfully used for payment of the principal of and interest on the Bonds, and which the Governing Body, in its discretion, may direct to be deposited into the 2019 Bond Fund.

(b) As long as any principal of and interest on the Bonds remains outstanding, the Clerk is hereby irrevocably authorized and directed to withdraw from the 2019 Bond Fund sufficient monies to make the payments herein provided for and to transfer same to the account of the Paying Agent in time to reach said Paying Agent at least five (5) days prior to the date on which said interest or principal and interest shall become due.

SECTION 14. The City hereby establishes the 2019 Construction Fund which shall be maintained with a qualified depository. The principal proceeds received upon the sale of the Bonds shall be deposited in the 2019 Construction Fund. Any income received from investment of monies in the 2019 Construction Fund shall be deposited in the 2019 Construction Fund or the 2019 Bond Fund for the payment of debt service on the Bonds during the construction period for the Project. From the 2019 Construction Fund there shall be first paid the costs, fees and expenses incurred by the City in connection with the authorization, issuance, sale, validation and delivery of the Bonds. The balance thereof shall be held and disbursed for the Project, as authorized by the Act. Any amounts which remain in the 2019 Construction Fund after the completion of the Project shall be transferred to the 2019 Bond Fund and used as permitted under State law.

SECTION 15. (a) Payment of principal on the Bonds shall be made, upon presentation and surrender of the Bonds at the principal office of the Paying Agent, to the Record Date Registered Owner thereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date.

(b) Payment of each installment of interest on the Bonds shall be made to the Record Date Registered Owner thereof whose name shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date. Interest shall be payable in the aforesaid manner irrespective of any transfer or exchange of such Bond subsequent to the Record Date and prior to the due date of the interest.

(c) Principal of and interest on the Bonds shall be paid by check or draft mailed on the Interest Payment Date to Registered Owners at the addresses appearing in the registration records of the Transfer Agent. Any such address may be changed by written notice from the Registered Owner to the Transfer Agent by certified mail, return receipt requested, or such other method as may be acceptable to the Transfer Agent, such notice to be received by the Transfer Agent not later than the Record Date preceding the applicable principal or Interest Payment Date to be effective as of such date.

SECTION 16. The Bonds shall be submitted to validation as provided by Chapter 13, Title 31, Mississippi Code of 1972, and to that end the Clerk is hereby directed to make up a transcript of all legal papers and proceedings relating to the Bonds and to certify and forward the same to the State's Bond Attorney for the institution of validation proceedings.

SECTION 17. The City hereby covenants that it will not make any use of the proceeds of the Bonds or do or suffer any other action that would cause: (i) the Bonds to be "arbitrage bonds" as such term is defined in Section 148(a) of the Internal Revenue Code of 1986, as amended ("Code"), and the Regulations promulgated thereunder; (ii) the interest on the Bonds to be included in the gross income of the Registered Owners thereof for federal income taxation purposes; or (iii) the interest on the Bonds to be treated as an item of tax preference under Section 57(a)(5) of the Code.

SECTION 18. The City represents as follows:

- (a) The City shall timely file with the Ogden, Utah Service Center of the Internal Revenue Service, such information report or reports as may be required by Section 148(f) and 149(e) of the Code;
- (b) The City shall take no action that would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code;
- (c) The City shall take all necessary action to have the Bonds registered within the meaning of Section 149(a) of the Code; and
- (d) The City will not employ any device or abusive transaction with respect to the investment of the proceeds of the Bonds.

SECTION 19. The City hereby covenants that it shall make, or cause to be made, the rebate required by Section 148(f) of the Code ("**Rebate**") in the manner described in Regulation §§1.148-1 through 1.148-11, as such regulations and statutory provisions may be modified insofar as they apply to the Bonds. In accordance therewith, the City shall:

- (a) Within sixty (60) days of the last day of the fifth and each succeeding fifth "bond year" (which shall be the five-year period ending on the date five years subsequent to the date of the closing, unless another date is selected by the Mayor and Board of Aldermen of the City, and each succeeding fifth "bond year"), and within sixty (60) days of the date the last bond that is part of the Bonds is discharged the City shall (i) calculate, or cause to be calculated, the "rebate amount" as of each "computation date" or the "final computation date" attributable to any investment in "investment-type property" made by the City, of "gross proceeds" of the Bonds, and (ii) remit the following to the United States Treasury within sixty (60) days of the last day of the fifth and each succeeding fifth "bond year:" (A) an amount of money equal to such "rebate amount" (treating for purposes of such calculation any previous payments made to the United States Treasury on account of such "rebate amount" as if the payment on any such date was an "expenditure" constituting a "rebate payment"), (B) the calculations supporting the amount of "rebate amount" attributable to any investments in "investment-type property" made by the City of gross proceeds of the Bonds and (C) any other information required to comply with Section 148 of the Code.
- (b) The City shall keep accurate records of each investment-type property (as that term is defined in Section 148(b) of the Code), if any, acquired, directly or indirectly, with "gross proceeds" of the Bonds and each expenditure it makes with "gross proceeds." Such records shall include the purchase price, nominal interest rate, dated date, maturity date, type of property, frequency of periodic payments, period of compounding, yield to maturity, amount actually or constructively realized on disposition, disposition date, and evidence of the "fair market value" of such property on the purchase date and disposition date (or deemed purchase or disposition date), for each item of such "investment-type property."

SECTION 20. The City hereby agrees for the benefit of the holders and beneficial owners of the Bonds for so long as it remains obligated to advance funds to pay the Bonds to provide (i) certain updated financial information and operating data annually, and (ii) notices of

specified events, as hereinafter set forth, in a timely manner not in excess of ten business days after the occurrence of such events, to the Municipal Securities Rulemaking Board (the "**MSRB**") through MSRB's Electronic Municipal Market Access system at www.emma.msrb.org ("**EMMA**"), in the electronic format then prescribed by the Securities and Exchange Commission (the "**SEC**") (the "**Required Electronic Format**") pursuant to Rule 15c2-12, as amended from time to time (the "**Rule**") of the SEC, together with any identifying information or other information then required to accompany the applicable filing (the "**Accompanying Information**"). This information will be available free to securities brokers and others at EMMA. The City will provide certain updated financial information and operating data to the MSRB in the Required Electronic Format through EMMA, together with any Accompanying Information. The information to be updated is provided in the form of the Continuing Disclosure Certificate attached hereto as Exhibit B. The City will update and provide this information within twelve months after the end of each fiscal year of the City ending in or after September 30, 2019.

The City's current fiscal year end is September 30. If the City changes its fiscal year, it will notify the MSRB in the Required Electronic Format through EMMA, together with any Accompanying Information, of the change.

Anyone requesting information under the continuing disclosure requirements of SEC Rule 15c2-12 should contact the City Clerk, City Hall, 304 Highway 51, Ridgeland, Mississippi 39157, Telephone Number: (601) 856-7113.

SECTION 21. The Bonds shall be offered for sale on sealed bids at a meeting of the Governing Body to be held at the place, and on the date and at the hour specified and upon the terms and conditions set out in the Notice in Section 22 hereof. On or before said date and hour, such sealed bids must be filed with the Clerk at the place specified in the Notice. The Governing Body reserves the right to reject any and all bids submitted, and if all bids are rejected, to sell the Bonds at a private sale at any time within sixty (60) days after the date advertised for the receipt of bids, at a price not less than the highest bid which shall have been received at the advertised sale.

SECTION 22. As required by Section 31-19-25, Mississippi Code of 1972, as amended, the Clerk is hereby authorized and directed to give Notice by publishing an advertisement at least two (2) times in the *Madison County Journal*, a newspaper published in and of general circulation in the City, the first publication thereof to be made at least ten (10) days preceding the date fixed herein for the receipt of bids. The Notice shall be in substantially the following form:

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NOTICE OF BOND SALE

\$19,960,000

GENERAL OBLIGATION BONDS

SERIES 2019

OF THE

CITY OF RIDGELAND, MISSISSIPPI

NOTICE IS HEREBY GIVEN that sealed proposals will be received and opened by the City Clerk of the City of Ridgeland, Mississippi, in the Board Room at City Hall located at 304 Highway 51, Ridgeland, Mississippi 39157, until the hour of 4:00 p.m. on July 16, 2019 for subsequent presentation to the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi (the "Governing Body" of the "City"), in its meeting place in the Board Room at City Hall in the City of Ridgeland, Mississippi at a meeting scheduled for 6:00 p.m. on said date, at which time said bids will be publicly read, for the purchase in its entirety, at not less than par and accrued interest to the date of delivery thereof, of an issue of Nineteen Million Nine Hundred Sixty Thousand Dollars (\$19,960,000) principal amount General Obligation Bonds, Series 2019, of the City (the "Bonds").

The Bonds will be dated the date of delivery thereof, will be delivered in the denomination of Five Thousand Dollars (\$5,000) each, or integral multiples thereof up to the amount of a single maturity, will be numbered from one upward; will be issued in fully registered form; and will bear interest from the date thereof at the rate or rates offered by the successful bidder in its bid, payable on February 1 and August 1 in each year (each an "Interest Payment Date"), commencing August 1, 2020. The Bonds will mature serially on August 1 in each year and in the principal amounts as follows:

<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>
2020	400,000	2030	1,095,000
2021	400,000	2031	1,130,000
2022	400,000	2032	1,170,000
2023	400,000	2033	1,210,000
2024	400,000	2034	1,255,000
2025	800,000	2035	1,300,000
2026	800,000	2036	1,345,000
2027	1,135,000	2037	1,390,000
2028	1,180,000	2038	1,440,000
2029	1,220,000	2039	1,490,000

The Bonds maturing on August 1, 2030, and thereafter, are subject to redemption prior to their stated dates of maturity at par, plus accrued interest to the date of redemption, either in whole, or in part, at any time on or after August 1, 2029.

The Bonds will be issued in registered, book-entry-only form and all bidders for the

Bonds must be participants of The Depository Trust Company, New York, New York ("DTC"), or affiliated with its participants. The Bond certificates will be deposited with DTC. DTC will be responsible for maintaining a book-entry system for recording the interests of its participants and for the transfer of the interests among its participants. The participants will be responsible for maintaining records regarding the beneficial ownership interests in the Bonds on behalf of the individual purchasers. Individual purchases may be made in the principal amount of \$5,000 or any multiple thereof through book entries made on the books and records of DTC and its participants. Unless the book-entry-only system is discontinued, Bond principal and interest payments will be made by the City to DTC through the Paying and Transfer Agent. DTC will then be responsible for distributing such payments to DTC participants for subsequent remittance to the owners of beneficial interests in the Bonds. Payment of principal and interest on the Bonds to DTC is the responsibility of the City, disbursement of such payments to DTC participants shall be the responsibility of DTC, and disbursements of such payments to the owners of beneficial interests shall be the responsibility of DTC participants and not the responsibility of the City. The City will have no responsibility or obligation to DTC participants or owners of beneficial interests in the Bonds, with respect to the payment by DTC or any DTC participants, of the principal of or interest on the Bonds or the providing of notice to DTC participants or owners of beneficial interests in the Bonds or with respect to: (a) the accuracy of any records maintained by DTC or any DTC participant; or (b) any consent given or other action taken by DTC as owner of the Bonds.

The City will appoint the Paying and Transfer Agent for the Bonds after receiving the recommendation of the successful bidder. The Paying and Transfer Agent shall be a bank or trust company located within the State of Mississippi. The Paying Agent and/or Transfer Agent shall be subject to change by order of the Governing Body under the conditions and in the manner provided in the Bond Resolution under which the Bonds are issued.

The successful bidder must deliver to the Transfer Agent within thirty (30) days of the date of sale, or at such other later date as may be designated by the City, the names and addresses of the Registered Owners of the Bonds and the denominations in which the Bonds of each maturity are to be issued. If the successful bidder fails to submit such information to the Transfer Agent by the required time, one bond may be issued for each maturity in the full amount maturing on that date registered in the name of the successful bidder.

Both principal of and interest on the Bonds will be payable by check or draft mailed on the Interest Payment Date to Registered Owners of the Bonds as of the 15th day of the month preceding the maturity date for such principal or interest payment at the addresses appearing in the registration records of the City maintained by the Transfer Agent. Payment of principal at maturity shall be conditioned on the presentation and surrender of the Bonds at the principal office of the Transfer Agent.

The Bonds will be transferable only upon the records of the City maintained by the Transfer Agent.

The Bonds shall not bear a greater overall maximum interest rate to maturity than not to exceed eleven percent (11%) per annum, and shall mature in the amounts and on the dates hereinabove set forth; no Bond shall bear more than one (1) rate of interest; each Bond shall bear

interest from its date to its stated maturity date at the interest rate or rates specified in the bid; all Bonds of the same maturity shall bear the same rate of interest from date to maturity. The lowest interest rate specified shall not be less than seventy percent (70%) of the highest interest rate specified; each interest rate specified must be an even multiple of one-eighth of one percent (1/8 of 1%) or one-tenth of one percent (1/10 of 1%) and a zero rate cannot be named. The interest rate for any one maturity shall not exceed eleven percent (11%) per annum.

The Bonds will be issued pursuant to the provisions of Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "Act") and resolutions adopted or to be adopted by the Governing Body. The Bonds are being issued to raise money for the purpose of financing certain capital projects and improvements which shall consist of purchasing, erecting, repairing, improving, adorning and equipping municipal buildings, and purchasing land therefor; constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; establishing, repairing, improving and extending sanitary, storm, drainage or sewerage systems; constructing bridges and culverts; repairing, improving and extending water and other public utility distribution systems; purchasing land for parks and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of other recreational facilities; protecting the municipality, its streets and sidewalks from overflow, caving banks and other like dangers; and for other authorized purposes under the Act, including paying for the cost of such borrowing.

The Bonds are general obligations of the City secured by the full faith, credit and resources of the City and will continue to be payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate, or amount upon all the taxable property within the geographical limits of the City; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the bond fund of the Bonds, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Bonds due during the ensuing fiscal year of the City, in accordance with the provisions of the bond resolution securing the Bonds. The City, when necessary, will levy annually a special tax upon all taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of the principal of and the interest on the Bonds as the same falls due.

All bids must be enclosed in a sealed envelope and should be addressed to the Mayor and Board of Aldermen at their offices located at City Hall, 304 Highway 51, Ridgeland, Mississippi 39157; attention: Paula Tierce, City Clerk, City of Ridgeland and worded on the outside, in substance "Proposal for General Obligation Bonds, Series 2019, of the City of Ridgeland, Mississippi," and should be filed with the Clerk of the City on or prior to the date and hour hereinabove named.

Each bid must be accompanied by a cashier's check, certified check, or exchange, issued or certified by a bank located in the State of Mississippi, payable to the City of Ridgeland, Mississippi, in the amount of Three Hundred Ninety Nine Thousand Two Hundred Dollars (\$399,200.00) as a guaranty that the bidder will carry out its contract and purchase the Bonds if its bid be accepted. If the successful bidder fails to purchase the Bonds pursuant to its bid and

contract, then the amount of such good faith check shall be retained by the City as liquidated damages for such failure. No interest will be allowed on the amount of the good faith deposit. All checks of unsuccessful bidders will be returned immediately on award of the Bonds. All proposals shall remain firm for three hours after the time specified for an award of proposals and an award of the Bonds, or rejection of proposals will be made by the City within said period of time.

The award, if any, will be made to the bidder complying with the terms of sale and offering to purchase the Bonds at the lowest net interest cost to the City. The net interest cost will be determined by computing the aggregate interest on the Bonds over the life of the issue at the rate or rates of interest specified by the bidder, less premium offered, if any. It is requested that each proposal be accompanied by a statement of the net interest cost (computed to six decimal places), but such statement will not be considered a part of the proposal.

The winning bidder shall assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications. Please contact Sam Keyes, Esquire, Butler Snow, LLP, telephone: (601) 985-4522, Sam.Keyes@butlersnow.com for the form of an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications.

Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "competitive sale requirements") because:

- (1) the City shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the City anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

In the event that the competitive sale requirements are not satisfied, the City shall so advise the winning bidder. The City may determine to treat (i) the first price at which 10% of a maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity (the "hold-the-offering-price rule"), in each case applied on a

maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The winning bidder shall advise the City if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. The City shall promptly advise the winning bidder, at or before the time of award of the Bonds, which maturities (and if different interest rates apply within a maturity, which separate CUSIP number within that maturity) of the Bonds shall be subject to the 10% test or shall be subject to the hold-the-offering-price rule. Bids will not be subject to cancellation in the event that the City determines to apply the hold-the-offering-price rule to any maturity of the Bonds. Bidders should prepare their bids on the assumption that some or all of the maturities of the Bonds will be subject to the hold-the-offering-price rule in order to establish the issue price of the Bonds.

By submitting a bid, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Bonds to the public on or before the date of award at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The winning bidder shall promptly advise the City when the underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the Bonds, the winning bidder agrees to promptly report to the City the prices at which the unsold Bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold.

The City acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The City

further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

- (1) "public" means any person other than an underwriter or a related party,
- (2) "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),
- (3) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more

than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(4) "sale date" means the date that the Bonds are awarded by the City to the winning bidder.

The Governing Body reserves the right to reject any and all bids submitted and to waive any irregularity or informality. All bids shall be submitted on the Official Bid Form which may be obtained from Paula Tierce, City Clerk, City Hall, 304 Highway 51, Ridgeland, Mississippi 39157, Telephone Number: (601) 856-7113, or the City's municipal advisor, Government Consultants, Inc., 116 Village Boulevard, Madison Mississippi 39110, telephone: (601) 982 0005, attention: Mr. Steve Pittman.

The obligation of the purchaser to purchase and pay for the Bonds is conditioned on the delivery, at the time of settlement of the Bonds, of the following: (1) the approving legal opinion of Butler Snow LLP, Ridgeland, Mississippi, Bond Counsel, to the effect that the Bonds constitute valid and legally binding obligations of the City payable from and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City and to the effect that the interest on the Bonds is exempt from Federal and Mississippi income taxes under existing laws, regulations, rulings and judicial decisions with such exceptions as shall be required by the Internal Revenue Code of 1986; and (2) the delivery of certificates in form and tenor satisfactory to Bond Counsel evidencing the proper execution and delivery of the Bonds and receipt of payment therefor, including a statement of the City, dated as of the date of such delivery, to the effect that there is no litigation pending or, to the knowledge of the signer or signers thereof, threatened relating to the issuance, sale and delivery of the Bonds. A copy of said approving legal opinion will appear on or accompany the Bonds.

Delivery of the Bonds is expected to be made within sixty (60) days after the aforesaid date of sale of the Bonds at a place to be designated by the purchaser and without cost to the purchaser. Simultaneously with the delivery of the Bonds, the purchaser shall furnish to the City a certificate, in form acceptable to Bond Counsel, stating that: (i) it purchased the Bonds as an investment for its own account and not with a view toward distribution or resale in the capacity of a bond house, broker, or intermediary; or (ii) pursuant to a bona fide public offering of all of the Bonds, it sold a substantial amount (ten percent (10%), or more, in par amount) of each maturity of the Bonds to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at or below the initial public offering prices set forth in such certificate. The purchaser shall also furnish a certificate, in form acceptable to Bond Counsel, setting forth the yield on the Bonds and issue price thereof, calculated in accordance with the requirements of the Code.

It is anticipated that CUSIP identification numbers will be printed on the Bonds unless specifically declined by the purchaser, but neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of the purchase

contract. All expenses in relation to the printing of CUSIP numbers on the Bonds shall be paid by the City; the CUSIP Service Bureau charge for the assignment of said numbers shall be the responsibility of and shall be paid for by the purchaser.

In order to assist bidders in complying with SEC Rule 15c2-12(b)(5), the City, pursuant to a resolution of the Governing Body and a continuing disclosure agreement, will agree to provide annual reports and notices of certain events. A summary of the City's procedures with regard to continuing disclosure is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement. Anyone requesting information under the continuing disclosure requirements of the Rule should contact the City Clerk, City Hall, 304 Highway 51, Ridgeland, Mississippi 39157, Telephone Number: (601) 856-7113.

The Preliminary Official Statement has been "deemed final" as of such date by the City with permitted omissions, subject to change without notice and to completion or modification in a final Official Statement (the "Official Statement"). The City will make available to the successful bidder a reasonable number of Official Statements within seven (7) business days (excluding Saturdays, Sundays and national holidays) of the award of the Bonds. The successful bidder shall conform to the requirements of SEC Rule 15c2-12, including an obligation, if any, to update the Official Statement and shall bear all costs relating thereto. During the period from the delivery of the Official Statement to and including the date which is twenty-five (25) days following the end of the underwriting period for the Bonds (as described below) the City shall notify the successful bidder if any event of which it has knowledge shall occur which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

The successful bidder shall file the Official Statement with EMMA at the earliest practicable date after the date of delivery of the Bonds. The end of the underwriting period shall mean the earlier of (a) the date of the Closing unless the City has been notified in writing to the contrary by the representative of the successful bidder on or prior to such date, or (b) the date on which the "end of the underwriting period" for the Bonds has occurred under the Rule. The successful bidder shall notify the City of the date which is the "end of the underwriting period" within the meaning of the Rule.

For additional information concerning the sale and issuance of the Bonds, please contact the City Clerk of the City or Government Consultants, Inc., Jackson, Mississippi, as Municipal Advisor to the City regarding the Bonds.

By order of the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi, on June 4, 2019.

/s/Paula Tierce
CITY CLERK

PUBLISH: June 20 and 27, 2019

SECTION 23. The Mayor of the City (the "**Mayor**" and together with the Clerk, the "**Representatives**") and the Clerk, Bond Counsel, Pyle, Mills, Dye and Pittman, Attorneys at Law, Ridgeland, Mississippi ("**City Counsel**") and the Municipal Advisor are hereby authorized and directed to carry out their respective responsibilities as set forth in this resolution.

SECTION 24. The Representatives are hereby authorized and directed (a) to take such actions and do such things as they shall deem appropriate and lawful to expedite the sale and issuance of the Bonds, (b) to authorize Bond Counsel, City Counsel and the Municipal Advisor to take such actions and do such things the Representatives shall deem appropriate and lawful to expedite the sale of the Bonds, and (c) to take such actions and do such things as the Representatives shall deem appropriate to comply with the applicable requirements of the Act.

SECTION 25. The Clerk shall obtain from the publisher of the aforesaid newspaper the customary publisher's affidavit proving publication of the Notice for the time and in the manner required by law, and such proof of publication shall be filed in the Clerk's office and exhibited before the Governing Body at the hour and date aforesaid.

SECTION 26. If deemed in the best interest of the City and the marketing of the Bonds by the Municipal Advisor and the Representatives, the Mayor is hereby authorized to execute and deliver or cause the execution and delivery of a commitment for the provision of a municipal bond insurance policy (the "**Policy**") in connection with the sale and issuance of the Bonds and any additional documents and certificates which are required by the provider thereof (the "**Bond Insurer**"), in order to provide credit enhancement in connection with the issuance of the Bonds. Any changes, insertions and omissions as may be required by the Bond Insurer as conditions to the issuance of the Policy to the Preliminary Official Statement and the Notice of Bond Sale are to be approved by the Mayor, the execution of the commitment for the Policy being conclusive evidence of such approval. The Mayor is hereby authorized and directed to execute and deliver such other documents as may be necessary or appropriate to meet the requirements of the Bond Insurer under the Policy.

SECTION 27. The Mayor or the Clerk, upon the advice of the Municipal Advisor and Bond Counsel, is hereby authorized and directed to make all final determinations necessary to prepare (a) the Notice of Bond Sale for publication, including the date of sale, the dated date of the Bonds, the payment dates of the Bonds, the maturity schedule relating to the Bonds, the redemption terms of the Bonds, the bond insurer, if any, and any other terms thereof, and (b) the Preliminary Official Statement for the sale of the Bonds and the Official Bid Form for distribution; provided, however, that such determinations shall be subject to ratification by the Governing Body.

SECTION 28. The form of the Official Bid Form, in the form submitted to this meeting and attached to this resolution as Exhibit A and made a part hereof as though set forth in full herein, shall be, and the same hereby is, approved in substantially said form. The Representatives are hereby authorized and directed to make all final determinations necessary to prepare the Official Bid Form.

SECTION 29. Each of the following constitutes an event of default under this Bond Resolution:

(a) failure by the City to pay any installment of principal of or interest on any Bond at the time required;

(b) failure by the City to perform or observe any other covenant, agreement or condition on its part contained in this Bond Resolution or in the Bonds, and the continuance thereof for a period of thirty (30) days after written notice thereof to the City by the Registered Owners of not less than ten percent (10%) in principal amount of the then outstanding Bonds; or

(c) an Act of Bankruptcy occurs.

SECTION 30. The Mayor and Clerk and any other Authorized Officers of the Governing Body are authorized to execute and deliver such resolutions, certificates and other documents as our required for the sale, issuance and delivery of the Bonds.

SECTION 31. All orders, resolutions or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this Bond Resolution shall become effective upon the adoption hereof.

Alderman _____ moved and Alderman _____ seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Alderman D. I. Smith	Voted: _____
Alderman Ken Heard	Voted: _____
Alderman Chuck Gautier	Voted: _____
Alderman Kevin Holder	Voted: _____
Alderman Brian Ramsey	Voted: _____
Alderman Bill Lee	Voted: _____
Alderman Wesley Hamlin	Voted: _____

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and this Bond Resolution adopted, on this the 4th day of June, 2019.

GENE F. MCGEE, MAYOR

ATTEST:

PAULA TIERCE, CITY CLERK

(SEAL)

EXHIBIT A

OFFICIAL BID FORM

\$19,960,000

**CITY OF RIDGELAND, MISSISSIPPI
GENERAL OBLIGATION BONDS, SERIES 2019**

July 16, 2019

Mayor and Board of Aldermen
City of Ridgeland
304 Highway 51
Ridgeland, Mississippi 39157

Ladies and Gentlemen:

For the Nineteen Million Nine Hundred Sixty Thousand Dollars (\$19,960,000) aggregate principal amount General Obligation Bonds, Series 2019 (the "**Bonds**") of the City of Ridgeland, Mississippi (the "**City**"), bearing interest at the rate or rates specified below, we will pay you the aggregate par value thereof of \$19,960,000, plus a premium of \$_____. The Bonds will be dated and bear interest from the date of delivery thereof, will be payable on February 1 and August 1 in each year (each an "**Interest Payment Date**"), commencing August 1, 2020, and will mature on August 1 in the years set forth in the Notice of Bond Sale, dated June 4, 2019, in connection with the Bonds (the "**Notice of Bond Sale**").

The Bonds maturing on August 1 in the years indicated shall bear interest at the rates set opposite each, as follows:

Year	Principal Amount	Interest Rate/ Coupon	Year	Principal Amount	Interest Rate/ Coupon
2020	400,000	_____ %	2030	1,095,000	_____ %
2021	400,000	_____	2031	1,130,000	_____
2022	400,000	_____	2032	1,170,000	_____
2023	400,000	_____	2033	1,210,000	_____
2024	400,000	_____	2034	1,255,000	_____
2025	800,000	_____	2035	1,300,000	_____
2026	800,000	_____	2036	1,345,000	_____
2027	1,135,000	_____	2037	1,390,000	_____
2028	1,180,000	_____	2038	1,440,000	_____
2029	1,220,000	_____	2039	1,490,000	_____

The following is a computation of the net interest cost and average annual net interest rate (calculated in accordance with the provisions of the Notice of Bond Sale), respectively, in

the above bid and is submitted for information purposes only and is not a part of this bid unless it is in conformity with the above enumerated interest rates and premium, if any.

Gross Interest Cost..... \$_____

Less Premium _____

Net Interest Cost _____

Average Annual Net Interest Rate %

This bid is subject to all of the terms and conditions of the Notice of Bond Sale, which Notice of Bond Sale by this reference thereto is hereby made a part hereof.

We hereby acknowledge that we have received and reviewed the Preliminary Official Statement of the City, dated June 4, 2019, prepared in connection with the Bonds.

A CERTIFIED OR CASHIER'S CHECK, DRAWN UPON A BANK LOCATED WITHIN THE STATE OF MISSISSIPPI, PAYABLE TO THE ORDER OF THE CITY OF RIDGELAND, IN THE AMOUNT OF THREE HUNDRED NINETY NINE THOUSAND TWO HUNDRED DOLLARS (\$399,200.00) accompanies this bid as evidence of good faith and said good faith deposit shall be returned to the undersigned if this bid is not accepted, or if the City should fail to deliver said Bonds to the undersigned in accordance with the terms of the Notice of Bond Sale; otherwise said good faith deposit shall be held by the City and shall be applied as and when the Bonds are delivered and paid for under the terms of this bid, as part payment therefor, or be applied as and for liquidated damages in the event that the undersigned fails to take up and pay for the Bonds. Pending the application of the good faith deposit of the successful bidder as aforesaid, such deposit may be invested in direct obligations of, or obligations guaranteed by, the United States of America or in repurchase agreements with banks fully secured by such obligations, and the City shall be entitled to any income from any such investment.

This bid is for immediate acceptance.

Bidder¹ _____

By _____
(Print Name)

(Signature)

Address _____

Telephone Number _____

(**Note:** No addition to or alteration in this bid is to be made, and any erasure may cause a rejection of this bid. Bids must be filed with the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi in the Office of the City Clerk in the City Hall located at 304 Highway 51, Ridgeland, Mississippi 39157 attention: Paula Tierce, City Clerk, sealed and worded on the outside, in substance, "Proposal for General Obligation Bonds, Series 2019, of the City of Ridgeland, Mississippi," before 4:00 p.m., Mississippi time, on July 16, 2019. No interest will be allowed the bidder on the good faith deposit which accompanies this bid.)

ACCEPTANCE

The above bid accepted by the Mayor and the Board of Aldermen of the City of Ridgeland, Mississippi, this _____ day of _____, 2019, and receipt of the within mentioned check is hereby acknowledged.

CITY OF RIDGELAND, MISSISSIPPI

By _____
Mayor

Attest:

City Clerk

Return of the good faith check is hereby acknowledged.

By _____

Title _____

¹ Please list on an exhibit all members, if any, of your syndicate.

EXHIBIT B

FORM OF CONTINUING DISCLOSURE CERTIFICATE

CONTINUING DISCLOSURE AGREEMENT FOR THE SERIES 2019 BONDS

This Continuing Disclosure Agreement (this "**Disclosure Agreement**") is executed and delivered by the City of Ridgeland, Mississippi (the "**Issuer**") in connection with the execution and delivery of \$19,960,000 City of Ridgeland, Mississippi General Obligation Bonds Series 2019 (the "**Bonds**"). The Series 2019 Bonds are being executed and delivered pursuant to resolutions adopted by the Mayor and Board of Aldermen (the "**Governing Body**") of the Issuer on March 19, 2019, May 7, 2019, June 4, 2019 and July __, 2019 (collectively, the "**Resolution**"). The Issuer covenants and agrees as follows:

SECTION 1. Purpose of this Disclosure Agreement. This Disclosure Certificate is being executed and delivered by the **Issuer** for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the "**SEC**").

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined herein, the following capitalized terms shall have the following meanings:

"**Annual Report**" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"**Dissemination Agent**" shall mean any Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"**Listed Events**" shall mean any of the events listed in Section 5 of this Disclosure Certificate.

"**MSRB**" shall mean the Municipal Securities Rulemaking Board. As of the date hereof, the MSRB's required method of filing is electronically via its Electronic Municipal Market Access (EMMA) system, which is currently available at <http://emma.msrb.org>.

"**Official Statement**" means the final Official Statement prepared in connection with the Bonds.

"**Participating Underwriter**" shall mean the original underwriter of the Bonds required to comply with the Rule in connection with an offering of the Bonds.

"**Rule**" shall mean Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as in effect on the date of this Disclosure Certificate.

SECTION 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than twelve (12) months following the end of the Issuer's fiscal year ending September 30, 2019, provide to the MSRB (in an electronic format as prescribed by the MSRB), an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than five (5) business days prior to said date, the Issuer shall provide the Annual Report to the Dissemination Agent (if other than the Issuer). The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report. The information to be updated may be reported in any format chosen by the Issuer; it is not required that the format reflected in the Official Statement be used in future years.

(b) If the Issuer is unable to provide to the MSRB an Annual Report by the date required in subsection (a), the Issuer shall file or cause to be filed with the MSRB a notice in substantially the form attached to this Disclosure Certificate as Exhibit "A," or in another form determined by the Issuer.

SECTION 4. Content of Annual Reports. The Issuer's Annual Report shall contain or incorporate by reference the following:

(a) A copy of its annual financial statements, if any, prepared in accordance with generally accepted accounting principles audited by a firm of certified public accountants. If audited annual financial statements are not available by the time specified in Section 3(a) above, audited financial statements will be provided when and if available.

(b) An update of the type of information identified in Exhibit "B" hereto, which is contained in the tables in the Official Statement with respect to the Bonds.

Any or all of the items listed above may be incorporated by reference from other documents (including official statements), which are available to the public on the MSRB's Internet Web Site or filed with the SEC. The Issuer shall clearly identify each such document incorporated by reference.

SECTION 5. Reporting of Listed Events. The Issuer shall file or cause to be filed with the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, notice of any of the events listed below with respect to the Bonds. All of the events currently mandated by the Rule are listed below; however, some may not apply to the Bonds.

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, *if material*;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of bondholders, *if material*;
- (8) Bond calls, *if material*, and tender offers;
- (9) Defeasances;
- (10) Release, substitution or sale of property securing repayment of the Bonds, *if material*;
- (11) Rating changes;

(12) Bankruptcy, insolvency, receivership or similar event of the obligated person;¹

(13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, *if material*;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, *if material*;

(15) Incurrence of a financial obligation² of the obligated person, *if material*, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect security holders, *if material*; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation² of the obligated person, any of which reflect financial difficulties.

SECTION 6. Format; Identifying Information. All documents provided to the MSRB pursuant to this Disclosure Certificate shall be in the format prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB.

As of the date of this Disclosure Certificate, all documents submitted to the MSRB must be in portable document format (PDF) files configured to permit documents to be saved, viewed, printed and retransmitted by electronic means. In addition, such PDF files must be word-searchable, provided that diagrams, images and other non-textual elements are not required to be word-searchable.

SECTION 7. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the earliest of: (i) the date of legal defeasance, prior redemption or payment in full of all of the Bonds; (ii) the date that the Issuer shall no longer constitute an "obligated person" within the meaning of the Rule; or (iii) the date on which those portions of the Rule which require this written undertaking are held to be invalid by a court of competent jurisdiction in a non-appellable action, have been repealed retroactively or otherwise do not apply to the Bonds.

SECTION 8. Dissemination Agent.

(a) The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist the Issuer in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If the Issuer elects not to appoint a successor Dissemination Agent, it shall perform the duties thereof under this Disclosure

¹ For the purposes of the event identified in subparagraph (b)(5)(i)(C)(12) of the Rule, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and official or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

² For purposes of the events identified in subparagraphs (b)(5)(i)(C)(15) and (16) of the Rule, the term "financial obligation" is defined to mean a (A) debt obligation; (B) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) a guarantee of (A) or (B). The term "financial obligation" does not include municipal securities as to which a final official statement has been otherwise provided to the MSRB consistent with the Rule. Numerous other terms contained in these subsections and/or in the definition of "financial obligation" are not defined in the Rule; SEC Release No. 34-83885 contains a discussion of the current SEC interpretation of those terms. For example, in the Release, the SEC provides guidance that the term "debt obligation" generally should be considered to include only lease arrangements that operate as vehicles to borrow money.

Certificate. The Dissemination Agency shall have only such duties as are specifically set forth in this Disclosure Certificate and any other agreement between the Issuer and the Dissemination.

(b) In addition to the filing duties on behalf of the Issuer described in this Disclosure Certificate, the Dissemination Agent shall:

(1) each year, prior to the date for providing the Annual Report, determine the appropriate electronic format prescribed by the MSRB;

(2) send written notice to the Issuer at least 45 days prior to the date the Annual Report is due stating that the Annual Report is due as provided in Section 3(a) hereof; and

(3) if the Dissemination Agent is other than the Issuer, certify in writing to the Issuer that the Annual Report has been provided pursuant to this Disclosure Certificate and the date it was provided.

(4) If the Annual Report (or any portion thereof) is not provided to the MSRB by the date required in Section (3)(a), the Dissemination Agent shall file with the MSRB a notice in substantially the form attached to this Disclosure Certificate as Exhibit A or in another form determined by the Issuer.

SECTION 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate and may waive any provision of this Disclosure Certificate, without the consent of the holders and beneficial owners of the Bonds, if such amendment or waiver does not, in and of itself, cause the undertakings herein (or action of any Participating Underwriter in reliance on the undertakings herein) to violate the Rule, but taking into account any subsequent change in or official interpretation of the Rule. The Issuer will provide notice of such amendment or waiver to the MSRB.

SECTION 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 11. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriter and the holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

IN WITNESS WHEREOF, the Issuer has caused this Disclosure Agreement to be executed by a duly authorized officer of the Issuer as of this _____ day of _____, 2019.

(SEAL)

CITY OF RIDGELAND, MISSISSIPPI

By _____
Mayor

ATTEST:

By _____
City Clerk

EXHIBIT "A"

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Ridgeland
Name of Bond Issue: \$19,960,000 City of Ridgeland, Mississippi General Obligation Bonds Series
2019 (the "**Bonds**")
Date of Issuance: _____, 2019
CUSIP Number: _____

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate dated _____, 2019. The Issuer anticipates that the Annual Report will be filed by _____.

Dated: _____, _____

EXHIBIT "B"

OFFICIAL STATEMENT TABLES TO BE UPDATED

Government

Name	Occupation	Position Held Since

TAX INFORMATION

Assessed Valuation of the City³

Assessment Year	Real Property	Personal Property	Public Utility Property	Mobile Homes	Auto- Mobiles	Total

³ The total assessed valuation is approved in September preceding the fiscal year of the City and represents the value of real property, personal property and public utility property for the year indicated on which taxes are assessed for the following fiscal year's budget. For example, the taxes for the assessed valuation figures for 20__ are collected starting in January, 20__ for the 20__-20__ fiscal year budget of the City.

Tax Levy Per \$1,000 Valuation

City - General Purpose:					
Operating Millage					
Debt Millage					
Total for City:					

Ad Valorem Tax Collections

Fiscal Year Ended September 30	Amount Budgeted	Amount Collected	Difference Over/(Under)

Outstanding General Obligation Bonded Debt

(as of _____)

Issue	Date of Issue	Outstanding Principal

Other Outstanding Debt

(as of _____)

Issue	Date of Issue	Outstanding Principal

AN ORDINANCE BY THE BOARD OF ALDERMEN OF THE CITY OF RIDGELAND, MISSISSIPPI TO ESTABLISH A LEISURE AND RECREATION DISTRICT WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF RIDGELAND, MISSISSIPPI AND DESIGNATE THE GEOGRAPHIC AREAS INCLUDED WITHIN AND BOUNDARIES OF SAID DISTRICT, AND FOR RELATED PURPOSES

WHEREAS, the City of Ridgeland, Mississippi is a municipal corporation, organized and existing according to the laws of the State of Mississippi; and

WHEREAS, during the 2016 Legislative Session, the Legislature of the State of Mississippi enacted House Bill 1223, effective July 1, 2016, codified as *Miss. Code Ann.* §67-1-101, which permitted and authorized certain municipalities in the State of Mississippi to establish "Leisure and Recreation Districts" and to designate "the geographic area or areas to be included within a district"; and

WHEREAS, during the 2017 Legislative Session, the Legislature of the State of Mississippi responded to this request, enacting Senate Bill 2612, which amended *Miss. Code Ann.* §67-1-101 to include the City of Ridgeland as a municipality authorized to establish "Leisure and Recreation Districts"; and

WHEREAS, *Miss. Code Ann.* §67-1-101 requires that an Ordinance which establishes a "Leisure and Recreation District" shall "include a detailed description of the area or areas within the district, the boundaries of the district and a georeferenced map of the district" as well as a description of the "manner in which the municipality will provide for the adequate law enforcement and other public safety measures and services within the district"; and

WHEREAS, municipalities which create "Leisure and Recreation Districts" authorize business entities that hold alcoholic beverage permits issued by the Department of Revenue and that are located within the boundaries of the "Leisure and Recreation District" to allow patrons to exit the licensed premises with an open container of alcohol and allow those patrons to carry and consume alcoholic beverages within a designated "Leisure and Recreation District"; and

WHEREAS, the governing authority of the City of Ridgeland, Mississippi has determined and hereby finds that the City of Ridgeland would benefit from the establishment

of a "Leisure and Recreation District" within Northpark Mall and the surrounding area, by enhancing pedestrian-oriented areas; and

WHEREAS, the governing authority of the City of Ridgeland has further determined that establishment of a "Leisure and Recreation District" within Northpark Mall and the surrounding area would be in the best interests of the City of Ridgeland; and

WHEREAS, nothing herein is intended to confer any rights or entitlement as the sale of alcohol within an area designated as a "Leisure and Recreation District" is a privilege and not a right and further is subject at all times to reasonable regulation; and

WHEREAS, subject to the terms and limitations of *Miss. Code Ann.* §67-1-101, and this Ordinance, the City of Ridgeland hereby establishes a "Leisure and Recreation District" in Northpark Mall and the surrounding area as more fully set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF RIDGELAND, MISSISSIPPI, AS FOLLOWS:

SECTION 1

That the matters, facts and things recited in the above and foregoing Preamble to this Ordinance be, and they are hereby adopted as the official findings of the Governing Authority of the City of Ridgeland.

SECTION 2

That the Code of Ordinances of the City of Ridgeland, Mississippi be and the same is hereby amended to add the following Ordinance, to read as follows:

ORDINANCE ESTABLISHING LEISURE AND RECREATION DISTRICT

Section 1. *Creation and Establishment of Districts.* Under the authority granted by *Miss. Code Ann.* §67-1-101, there is hereby established a "Leisure and Recreation District" in Northpark Mall within the geographic areas and within such boundaries as are set forth and designated herein and as represented on the geo-referenced Map which is incorporated herein and attached hereto as **Exhibit "A"**.

Section 2. Name and Boundaries of the Northpark District. The "Leisure and Recreation District" established herein shall be known as the "Northpark Leisure and Recreation District" (herein after "the District") and shall have the following as its boundaries:

Begin at the Northeast corner of Lot 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi, as recorded in Plat Book 1 at Page 6, in the office of the Chancery Clerk of said county and state and run thence South 00 degrees 03 minutes 00 seconds East, 32.39 feet to a point on the back side of a curb of a proposed ringroad; run thence easterly, counterclockwise, along the arc of a curve, 30/47 feet to the Point of Tangency, said curve having a central angle of 17 degrees 27 minutes 27 seconds and chord bearing and distance of South 81 degrees 19 minute 18 seconds East, 30.35 feet; continue thence along the back side of curb of a proposed ringroad the following courses and distances: North 89 degrees 56 minutes 57 seconds East 149.65 feet to a point; run thence southeasterly, clockwise, along the arc of a curve, 408.79 feet to the Point of Tangency, said curve having a central angle of 90 degrees 05 minutes 01 seconds and a chord bearing and distance of South 45 degrees 00 minutes 32 seconds East, 3671.96 feet; run thence South 00 degrees 01 minutes 58 seconds West, 24.46 feet to a point; run thence southeasterly, counterclockwise, along the arc of a curve, 54.15 feet to the Point of Tangency, said curve having a central angle of 90 degrees 01 minutes 58 seconds and a chord bearing and distance of South 45 degrees 00 minutes 00 seconds East, 48.70 feet; run thence East, 788.84 feet to a point; run thence northeasterly, counterclockwise, along the arc of a curve, 32.84 feet, said curve having a central angle of 53 degrees 45 minutes 45 seconds and a chord bearing and distance of North 63 degrees 07 minutes 00 seconds East, 31.65 feet; run thence North 00 degrees 23 minutes 03 seconds West, 342.74 feet to a point; run thence South 89 degrees 56 minutes 57 seconds West, 1289.03 feet back to the Point of Beginning, a parcel situated in the Southeast One Quarter (SE 1/4) of Section 31, Township 7 North, Range 2 East, Ridgeland, Madison County, Mississippi, containing 7.661 acres (333,701 square feet), more or less, and

Begin at the northeast corner of Lot 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi, as recorded in Plat Book 1 at Page 6, in the office of the Chancery Clerk of said County and State and run thence South 00 degrees 03 minutes 00 seconds East, 32.39 feet to a point on the back side of a curb of Ringroad; thence run easterly along the arc of a curve, 13.00 feet; said curve having a central angle of 7 degrees 26 minutes 53 seconds and a chord bearing and distance of South 81 degrees 19 minutes 18 seconds East, 12.99 feet to the Point of Beginning; thence continue along the arc of a curve 17.38 feet, said curve having a central angle of 9 degrees 57 minutes 33 seconds and a chord bearing and distance of South 81 degrees 19 minutes 18 seconds East, 17.36 feet to a point of tangency; thence measure North 89 degrees 56 minutes 57 seconds East, a distance of 149.65 feet to a point of curvature; thence measure clockwise along the arc of curve, 408.79 feet, having a central angle of 90 degrees 05 minutes 01 seconds, a chord bearing and distance of South 45 degrees 00 minutes 32 seconds East, 367.96 feet to a point of tangency; thence measure South 00 degrees 01 minutes 58 seconds West, a distance of 24.46 feet to a point of curvature; thence measure counterclockwise, along the arc of curve, 42.02 feet, said curve having a central angle of 81 degrees 36 minutes 31 seconds, a chord bearing and distance of South 49 degrees 11 minutes 49 seconds East, 38.55 feet to a point on the back side of a curb

of Ringroad; continue thence along the back side of a curb of Ringroad the following courses and distances: run northwesterly, clockwise along the arc of a curve. 54.15 feet, having a central angle of 90 degrees 01 minutes 58 seconds, a chord bearing and distance of North 45 degrees 00 minutes 00 seconds West, 48.70 feet to a point of reverse curve; thence measure counterclockwise along the arc of curve 334.79 feet, having a central angle of 76 degrees 34 minutes 32 seconds, a chord bearing and distance of North 46 degrees 40 minutes 55 seconds West, 310.43 feet to a point of reverse curve; thence measure clockwise, along the arc of curve, 236.55 feet, having a central angle of 38 degrees 46 minutes 38 seconds, a chord bearing and distance of North 65 degrees 34 minutes 52 seconds West, 232.05 feet to the Point of Beginning and containing 27, 227.11 square feet or 0.625 acres.

Section 3. *Outside Consumption of Alcoholic Beverages Permitted; Conditions.* Any on premise retail alcoholic beverage permittee (hereinafter "permittee") located within the District shall comply with all laws, rules and regulations which govern its license type, except that a patron, guest or member of that licensee may remove an open container of alcoholic beverage and/or wine from the licensed premises, and may possess and consume the alcoholic beverage and/or wine outside of the licensed premises anywhere within the boundaries of the District subject to the following regulations:

- A. A person may not enter a licensed premises with an alcoholic beverage, whether acquired at that licensed premises or elsewhere.
- B. A permittee located in the District shall allow alcoholic beverages to be removed from the licensed premises only in an opaque plastic cup (Alcoholic Go Cup), not larger than 16 fluid ounces in size, and no such alcoholic beverages shall be removed from the licensed premises in a can, bottle, glass container or other container, except as otherwise allowed by law. Said plastic cup shall be a standard cup for the district that states, "It is unlawful to enter or access a vehicle, enter a building premises, or take this cup outside of the approved district with an alcoholic beverage in this cup." The standard cup shall be submitted to the Police Chief for approval prior to use.
- C. It is unlawful to enter or access a vehicle, enter a building premises, or take an Alcoholic Go Cup outside of the approved district with an alcoholic beverage in the Alcoholic Go Cup.
- D. No permittee shall allow a patron, guest or member to purchase more than one alcoholic beverage at a time in an approved Alcoholic Go Cup.
- E. No permittee shall allow a patron, guest or member to exit its licensed premises with more than one open container of alcoholic beverages, and it shall be unlawful for any person to exit such licensed premises with more than one such open container.
- F. Permittees located in the District shall post, at all points of egress from the licensed premises, a map of the boundaries of the District in which it is located. The map shall be provided, either in electronic or paper form, to those permittees by the City upon request of the patron.
- G. Nothing in this Ordinance shall be construed to require a permittee located in the District to allow its patrons to remove alcoholic beverages and/or wine in open containers from the licensed premises.

Section 4. *Outside Consumption of Beer and Light Wine Permitted; Conditions.* Within the boundaries of the District, a permittee may also allow beer and light wine to be removed from the licensed premises subject to the same regulations as Alcoholic Beverages and Wine.

Section 5. *Public Safety Measures.* Enforcement of the boundaries of the District shall be the responsibility of the Police Department. In addition, the Police and Fire Departments shall provide public safety services within the District in the same manner it provides those services in the remainder of the City.

Section 6. *Definition of Alcoholic Beverages.* For the purposes of this Ordinance, the term "alcoholic beverages" shall mean any alcoholic liquid, including wines of more than five percent (5%) of alcohol by weight, capable of being consumed as a beverage by a human being, but shall not include light wine and beer, as defined in Section 67-3-3, Mississippi Code of 1972, but shall include native wines.

Section 7. The City reserves the right to modify or repeal this Ordinance and any district designation created herein, at any time, with or without notice.

Section 8. All ordinances or parts thereof in conflict with this Ordinance, to include without limitation, Chapter 6 of the Code of Ordinances of the City of Ridgeland, are hereby declared to be inapplicable within the geographic boundaries of each "Leisure and Recreation District" created herein.

SECTION 3

This Ordinance shall be in full force and effect thirty (30) days following adoption. It shall be published according to law and shall be spread on the Minutes of the Board of Aldermen for the City of Ridgeland and the Clerk shall provide a certified copy of this Ordinance to the Mississippi Department of Revenue upon its enactment.

SECTION 4

SO ORDAINED by the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi at a meeting thereof held on the _____ day of _____, 2019.

The ordinance having been first reduced to writing, was offered for adoption by Alderman _____ and seconded by Alderman _____ and submitted to the Board of Aldermen for passing or rejection on roll call vote with the following results:

Alderman Ken Heard (Ward 1) voted:	_____
Alderman Chuck Gautier (Ward 2) voted:	_____
Alderman Kevin Holder (Ward 3) voted:	_____
Alderman Brian Ramsey (Ward 4) voted:	_____
Alderman Bill Lee (Ward 5) voted:	_____
Alderman Wesley Hamlin (Ward 6) voted:	_____
Alderman D. I. Smith (At-large) voted:	_____

WHEREUPON, the Mayor declared the Motion had carried and the Ordinance adopted this the _____ day of _____, 2019.

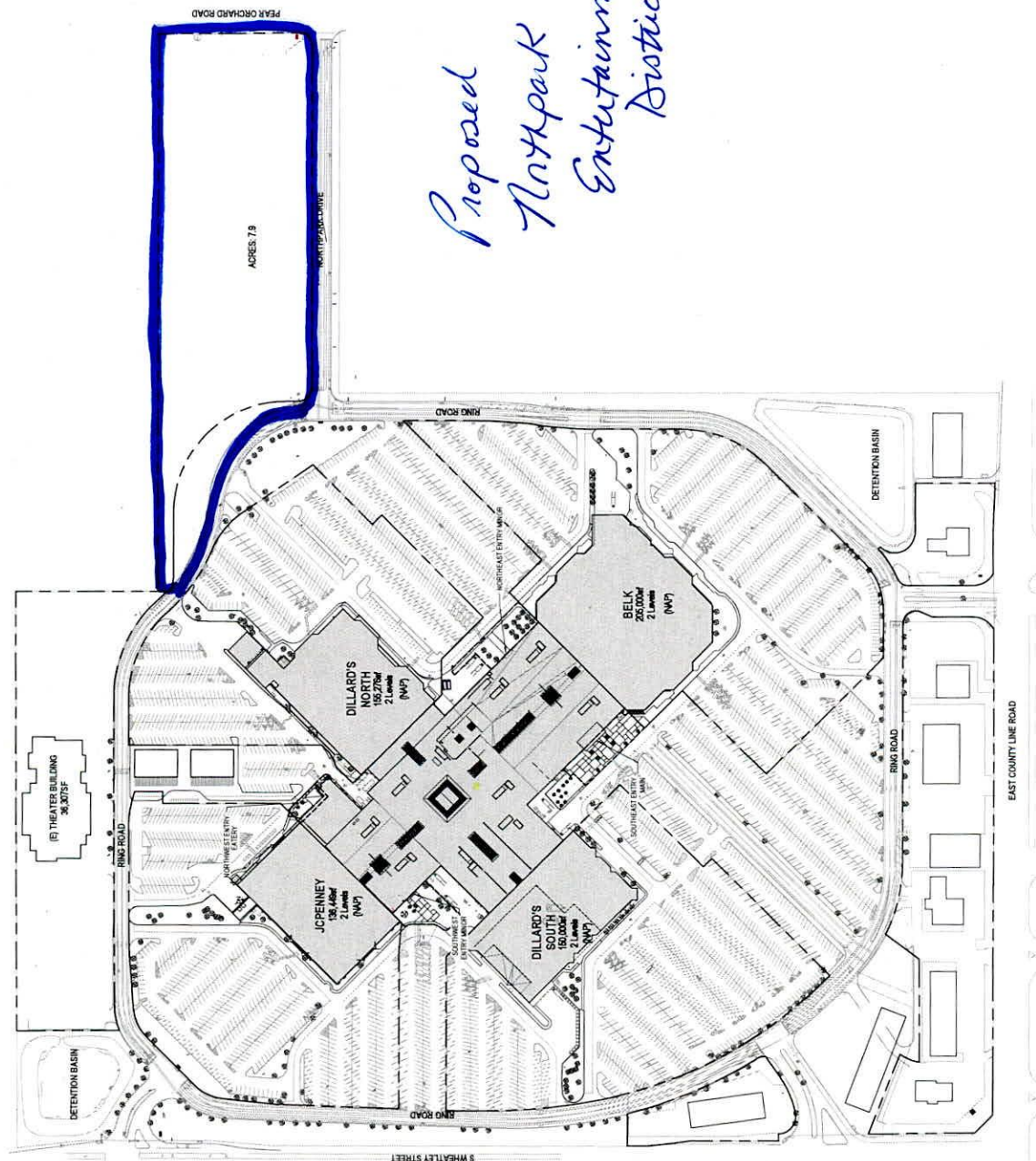
Gene F. McGee, Mayor
City of Ridgeland, Mississippi

ATTEST:

Paula Tierce, City Clerk

[SEAL]

NORTH PARK SITE PLAN



*Proposed
Northpark
Entertainment
District*



May 28, 2019

TO: Mayor & Board of Aldermen

FROM: John R. Neal, Chief of Police 

SUBJECT: Special Event – Movies in the Park – Township at Colony Park

I have attached a request for a Special Event Permit and Permit to Play On-Premises Music from Julie Darling with Township of Colony Park and Kerioth Corporation. This event is Movies in the Park scheduled Saturday, June 8, 2019 from 7:30 p.m. until 10:00 p.m. to be held on the grassy plot just north of the lake in the Township at Colony Park. Map with location is attached for your review.

Ms. Darling is expecting approximately 250 participants and portable restrooms will be available on site. Event volunteers will be responsible for set-up and clean-up upon conclusion of the event.

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

Attached are checks in the amount of \$100.00 and \$1,000.00 representing requisite filing fee and bond money. Also attached is the application for.

Your consideration and approval will be greatly appreciated.

CC: Lt. Tony Willridge

Attachments (2)

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

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



CITY OF RIDGELAND
SPECIAL EVENT PERMIT APPLICATION

(Please allow minimum 30 days for approval)



EVENT NAME: Movies In The Park

EVENT LOCATION: The Township at Colony Park

EVENT DATE: Beginning June 8 to Ending June 8, 2019 Multiple Days: ☐ YES ☒ NO

EVENT HOURS: Beginning 1:30 pm to Ending 10:00 pm

TYPE OF EVENT: Movie

EVENT POINT OF CONTACT: Julie Darling CELL NUMBER: 769-231-0728
(This person must remain on scene during the entire event)

NAME OF ORGANIZATION: The Township at Colony Park

ADDRESS: 361 Township Ave, Suite 200 CITY/STATE/ZIP: Ridgeland, MS 39157

ESTIMATED CROWD SIZE: 250 NUMBER OF EVENT PERSONNEL: 3

ARRANGEMENTS FOR RESTROOM FACILITIES: ☒ YES ☐ NO LOCATION: On site in parking lot

ARRANGEMENTS FOR SITE CLEAN-UP: ☒ YES ☐ NO DETAILS: Kerioth Property Management

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

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

Will the organizers of this event use the services of an UAS (unmanned aircraft system): ☐ YES ☒ NO
If Yes, who is the operator of the system: _____ Cell Number: _____

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

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

FIRST AID/MEDICAL STATION(S): ☐ YES ☒ NO LOCATION(S): _____

POLICE/SECURITY PERSONNEL REQUIRED: 0 ☐ Police Dept. Assigned ☐ Self-Hired ☐ Not Applicable

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

Applicant Printed Name: Julie Darling Contact Number: 769-231-0728

Applicant Signature: Julie Darling Digitally signed by Julie Darling
Date: 2019.05.20 09:55:39 -05'00' Date: 5/20/19

Application Instructions

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

For Police Department Use Only

This application was received by the Ridgeland Police Department on 5/30/19 and has been reviewed by the appropriate personnel. This application has been APPROVED / DENIED by the Chief of Police or Designee. If approved by Ridgeland PD, this application will be submitted for consideration at the Ridgeland Mayor and Board of Alderman meeting to be held on 6-4-19.

Chief of Police or Designee: [Signature] DATE: 28 MAY 2019

Number of Overtime Officers: 0 Estimated OT Cost: 0

Additional Overtime Cost for City Departments: FIRE 0 P/W 0 REC/PARKS 0



CITY OF RIDGELAND
APPLICATION FOR
PERMIT TO PLAY ON PREMISES MUSIC

(Please allow minimum 30 days for approval)



DATE OF APPLICATION: 5/20/19

EVENT NAME: Movies In The Park

EVENT LOCATION: The Township At Colony Park

DESCRIPTION OF ON-PREMISES ACTIVITY: Movie shown on large outdoor screen

DATE OF ACTIVITY: Beginning June 8, 2019 to Ending June 8, 2019

HOURS OF ACTIVITY: Beginning 7:30 pm to Ending 10:00 pm

ACTIVITY POINT OF CONTACT: Julie Darling CELL NUMBER: 769-231-0728
(This person must remain on scene during the entire event)

NAME OF ORGANIZATION: Kerioth Corp

ADDRESS: 361 Township Ave, Suite 200 CITY/STATE/ZIP: Ridgeland

MAXIMUM NOISE LEVEL (In Decibels) TO BE EMITTED AT NEAREST PREMISES BOUNDARY: 110

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

This is an annual event and there have been no past issues.

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

Applicants Signature: Julie Darling Digitally signed by Julie Darling Date: 2019.05.20 11:30:34 -05'00' Date: 5/20/19

☒ APPROVED

☐ DENIED

Chief of Police or Designee: [Signature]

Date: 28 MAY 2019

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 Township at Colony Park CBD Association, Inc.
361 Township Avenue, Suite 200
Ridgeland, MS 39157
601-368-9950

Trustmark National Bank
PO Box 22749
Jackson, MS 39225-2749

2602

Pay: ***** ONE HUNDRED AND 00/100 DOLLARS

TO THE
ORDER OF

City of Ridgeland
PO Box 217
Ridgeland, MS 39158

05/15/19

\$*****100.00

Handwritten signature

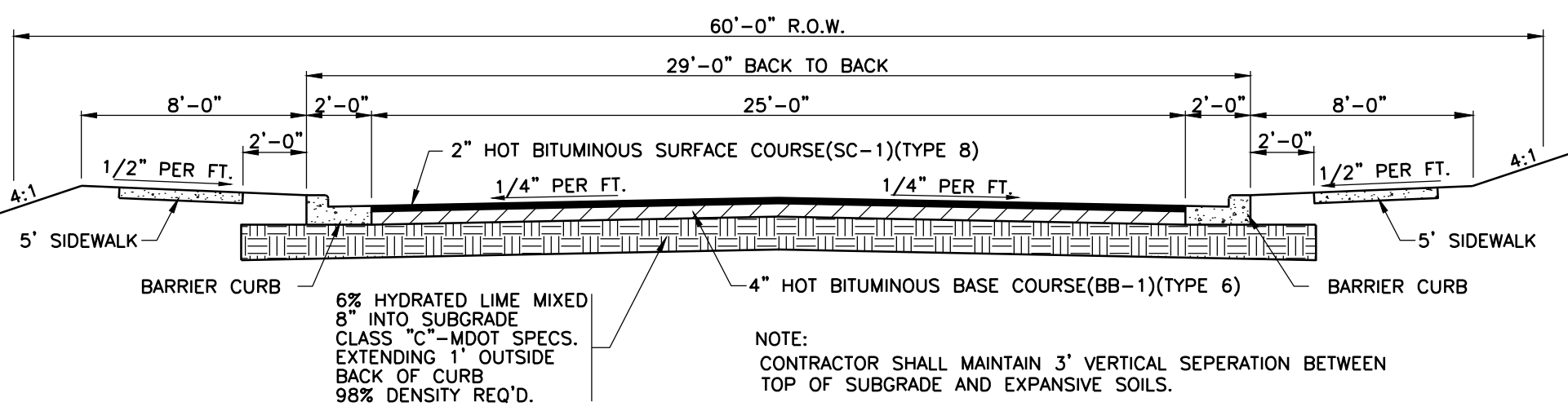
THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE - RED IMAGE DISAPPEARS WITH HEAT

0000002602

065300279100204398



Security Features Included. Details on back.



TYPE "1" MODIFIED
COMBINATION CURB & GUTTER
3000 PSI CONCRETE W/2 #4 BARS

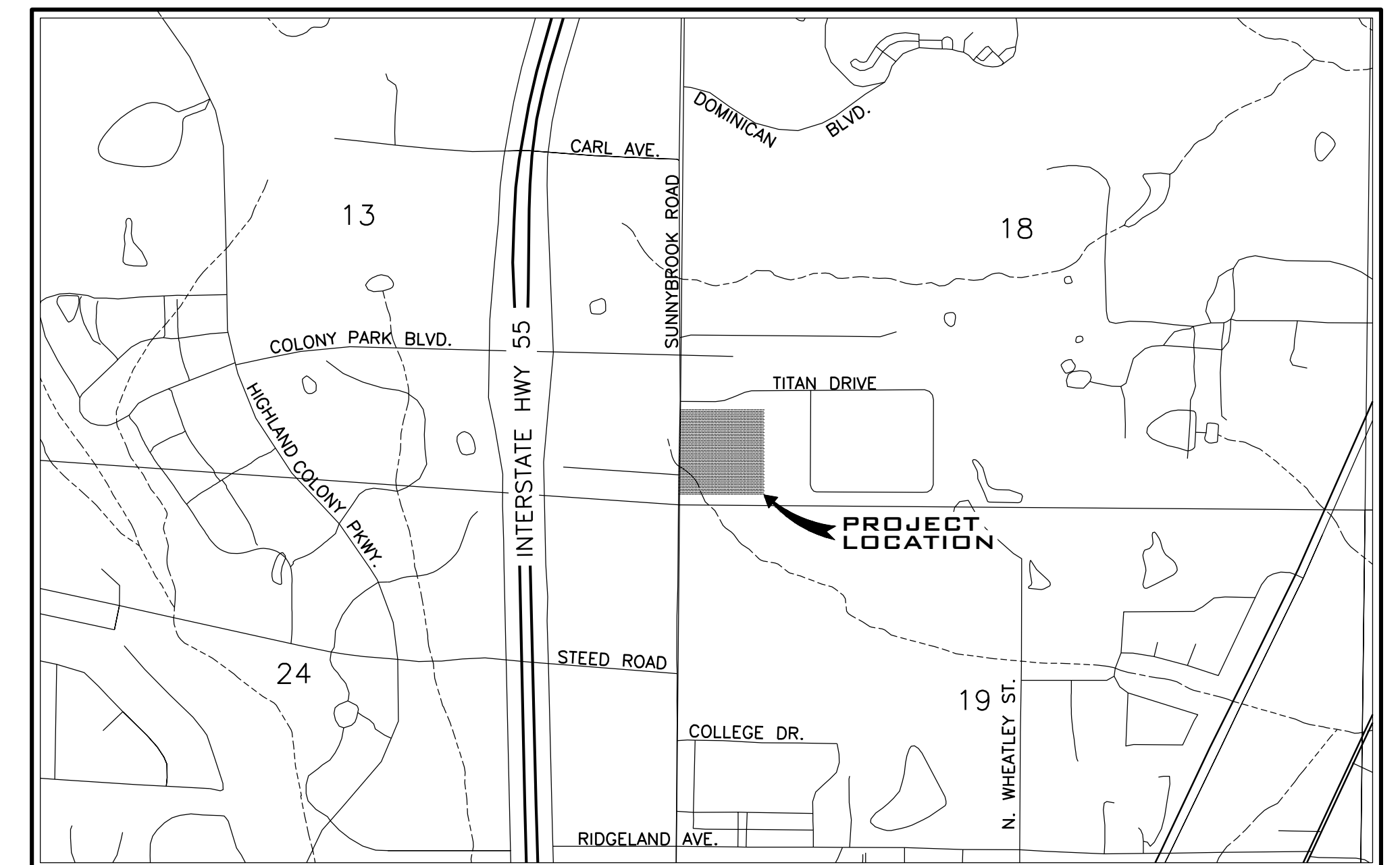
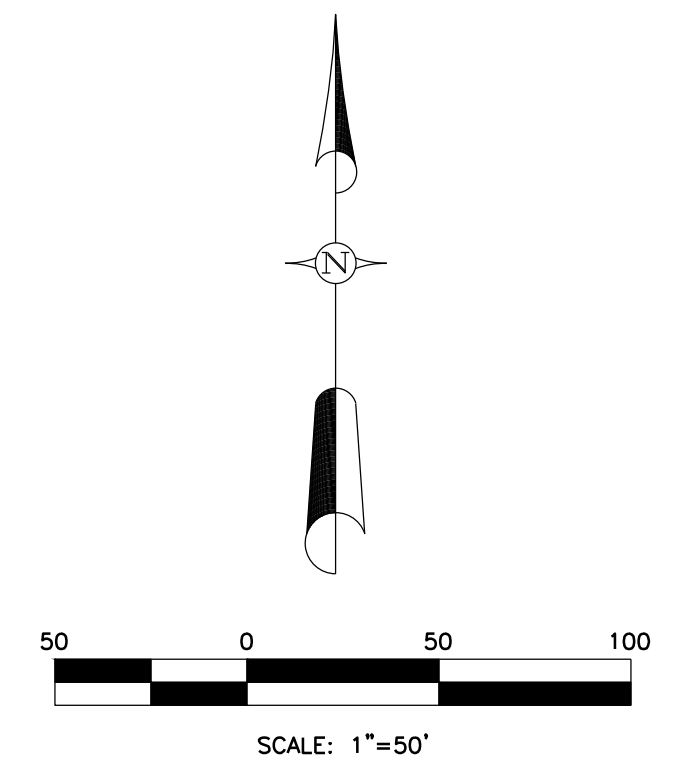
1. ALL CURBS, GUTTERS AND DRIVEWAYS TO BE CONSTRUCTED OF 3,000 PSI CONCRETE.
2. 2 - 3/4" DOWEL BARS, 15' LONG, REQUIRED AT EXPANSION JOINTS. THEY SHALL BE HELD IN PLACE BY APPROVED CHAIRS OR SUPPORTS AND 1/2" EXPANSION MATERIALS.
3. PROVIDE CONTRACTION JOINTS AT 10'-0" O.C. AND EXPANSION JOINTS AT 40'-0" O.C.
4. CONTRACTION JOINTS SHALL BE A MINIMUM OF 1" OF DEPTH AND A MAXIMUM OF 1/4" DEPTH OF THE PAVEMENT. EDGES SHALL BE TOOLED TO A 1/4" RADIUS.
5. EXPANSION JOINTS SHALL BE 1/2" IN WIDTH AND FILLED WITH PREMOULDED EXPANSION JOINT FILLER TO WITHIN 1/2" OF THE SURFACE. EDGES SHALL BE TOOLED TO A 1/4" RADIUS AND SEALED WITH AN APPROVED SEALANT.



McMASTER & ASSOCIATES, INC.
CIVIL ENGINEERS & LAND SURVEYORS

RONALD C. McMASTER, JR.
LICENSED PROFESSIONAL
ENGINEER
AND
SURVEYOR
P.E. 19185
P.S. 3051
STATE OF MISSISSIPPI

1



VICINITY MAP

SCALE: 1"=1,000'

NOTES:

Prepare By and Return to:

**Ronald D. Farris
Farris Law Group, PLLC
Post Office Box 1458
Madison, MS 39130-1458
Telephone: 601.354.1458**

DECLARANT:

**Sally Frances Lusk
556 Sunnybrook Road
Ridgeland, MS 39157
(601) ____ - _____**

GRANTEE:

The Public

**Indexing Instructions: Part of SW 1/4 of Section 18, T7N, R2E, City of Ridgeland,
Madison County, Mississippi; Lot 5, Block 6, Highland Colony Subdivision**

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
COLONY COURT OFFICE PARK**

_____, 2019

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**STATE OF MISSISSIPPI
COUNTY OF MADISON**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
COLONY COURT OFFICE PARK**

This Declaration of Covenants, Conditions and Restrictions for Colony Court Office Park ("Declaration") is made on this the ____ day of _____, 2019, by Sally Frances Lusk (the "Declarant"), with the consent of property owner Central Mississippi MLS, Inc., a Mississippi corporation ("CMMLS").

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 may have common facilities ("Common Facilities") for the benefit of Colony Court Office Park. The Declarant desires to provide for the preservation of the values and amenities in, and the enhancement of, Colony Court Office Park, and for the designation, administration and maintenance of the Common Facilities Property. Therefore, the Declarant, with the consent of CMMLS, 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 Colony Court Office Park; therefore, the Declarant has created and organized Colony Court Office Park Property Owners' Association, 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 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, with the consent of CMMLS, 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

Section 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.

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

“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.

“Association” shall mean the Colony Court Office Park Property Owners’ Association, a Mississippi nonprofit corporation, and its successors and assigns.

“Board” or “Board of Directors” shall mean the Board of Directors of the Association.

“Business Day(s)” shall mean any day that is not a Saturday, Sunday or legal holiday, commencing at 12:01 a.m. and ending at 11:59 p.m.

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

“Charter” means The Articles of Incorporation of the Association, as amended from time to time.

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

“Common Facilities” shall mean all the improvements constructed on any portion of the Property for the common use, benefit and enjoyment of the Members and designated as such by plat or by designation of the Association in accordance with this Declaration, and may include, without limitation, signs, utility structures and facilities, lighting, fencing, gates (electronic or otherwise) and/or landscaping.

“Declarant” shall mean Sally Frances Lusk.

“Declaration” shall mean this Declaration of Covenants, Conditions and Restrictions for Colony Court Office Park as duly supplemented from time to time.

“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.

“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.

“Guidelines” shall mean the Architectural Guidelines which may from time to time be adopted by the Board of Directors or the Architectural Review Committee in accordance with 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 Colony Court 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.

“Invitee” or “Invitees” shall mean an Owner's tenants, guests, patrons, employees or other guests or invitees.

“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 Facilities; provided, however, that the Lots shall be subject to the easements reserved in Article XI hereof.

“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.

“Member” shall mean each Person who holds or has any class of membership in the Association as provided by Article III.

“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.

“Owner” shall mean the record holder, whether one or more Persons of a fee or undivided fee interest in or to any Lot, including condominium ownership and contract sellers, but excluding Declarant and those Persons who hold an interest in a Lot merely as security for the performance of an obligation or payment of a debt.

“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.

“Plans” shall have the meaning ascribed thereto in Section 10.03 hereof.

“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.

“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.

“Supplement” means any amendment, modification, change or restatement of or to this Declaration duly promulgated in accordance with the terms hereof.

ARTICLE II.

PROPERTY SUBJECT TO DECLARATION

Section 2.01. The Property. The 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**.

The record owner of the Property is the Declarant, with the exception of one (1) parcel that was purchased by CMMLS from Declarant in 2017. CMMLS hereby consents to this Declaration; however, CMMLS shall not incur any liability related to the sale or development of the Property due to its joinder in the Declaration.

Section 2.02. Common Facilities. The designation of any portion of the Property as a Common Facility shall not mean that the public at large acquires any easement of benefit and enjoyment in or to the Common Facility unless same is dedicated to and accepted by the City of Ridgeland or a certificated utility. As of the date of this Declaration, no Common Facilities exist.

ARTICLE III.

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 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 (1) Person owns or holds an interest or interests in a Lot, then all such Persons shall be Members.

Section 3.02. Action by Members. The Association shall consist of all Members, except the Declarant. In any case where voting Members consist of only two (2) Members or an even number of voting Members and, because of same, a tie vote renders a matter incapable of resolution, or in any case where the aggregate vote of all Members has resulted in a tie because of an even number of voting Members, the tie vote shall be broken by the vote of the Chairman of the Board of Directors of the Association, whose vote shall be obtained as expeditiously as possible and relayed to the voting Members considering the issue in question; in such cases, the vote of the Chairman of the Board of Directors in breaking the tie shall be final on the question. In any pending vote involving a tie where the question requires approval by two-thirds of the Members or of Members voting, the tie-breaking vote of the Chairman of the Board of Directors under this Section 3.02 shall count on that question only.

Section 3.03. Members Voting Rights. Whenever a vote of the Members is required or permitted under this Declaration, the aggregate voting power of the Members shall be equal to the aggregate number of Lots owned by all Members. Members shall be entitled to one (1) vote for each Lot owned by such Member. When more than one (1) Member owns or otherwise holds an interest or interests in a Lot, then the one (1) 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 (1) vote be cast with respect to any Lot.

Section 3.04. Membership Appurtenant to Real Property. The membership of the Members 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.

Section 3.05. Voting Conflict Between Members. If the fee title to a particular Lot is owned of record by more than one (1) Member, then the one (1) vote appurtenant to such Lot may be exercised by any one (1) 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 (1) 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.

To the extent this Declaration or the Bylaws do not address specific voting rights or rights of members in the conduct of business, *Roberts Rules of Order*, as most recently revised, shall control.

ARTICLE IV.

BOARD OF DIRECTORS AND OFFICERS OF THE ASSOCIATION AND MANAGEMENT AGENT

Section 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 new Directors, the Board of Directors shall consist of three (3) individuals appointed by CMMLS. At the first meeting of the Members called by the Board of Directors for the purpose of electing Directors and continuing each year thereafter, the Board of Directors shall consist of five (5) individuals, with three (3) of these appointed by CMMLS and the remaining two (2) individuals being elected by the Members. Directors are not required to be Members, and shall be appointed by CMMLS or elected in the manner prescribed in this Declaration and the Bylaws; in the event of any conflict, this Declaration shall control.

Section 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.

Section 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**

Section 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, including all condominium interests, and the personal obligation of the Person who is the Owner of such Lot at the time the Assessment fell due. No 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 Facilities, if any. The Association acting by and through its Board of Directors shall have the right to levy all Assessments described in this Article V.

Section 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 Facilities, if any, 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 design, installation, construction, deconstruction or alteration, management, care and/or supervision of, the Common Facilities, if any. 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 Facilities, if any, and the services furnished or provided to or in connection with the Common Facilities, if any, including charges for any services furnished or provided by the Association.

(b) The costs of appropriate or necessary management and administration of the Common Facilities, if any, 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 Facilities, if any.

(d) The costs of hazard and liability insurance on any Common Facilities and the Association's other assets and the costs of such other insurance with respect to any Common Facilities and the Association's other assets, if any, 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 any Common Facilities, and/or the Lots.

(f) The costs to maintain, replace, repair and landscape any Common Facilities, 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. The cost of all such services shall be paid with the maintenance Assessments.

(g) The cost to design, install, construct, deconstruct, repair and/or maintain any Common Facilities. **It is specifically understood that the primary entry drive affording all Lots direct ingress and egress to and from Colony Court Road shall be delineated as a future public right-of-way for conceptual purposes on the preliminary Plat filed approved by the City of Ridgeland, Mississippi, and shall be constructed by successors in interest to Declarant to City of Ridgeland, Mississippi specifications and shall be dedicated to the City of Ridgeland, Mississippi on the final Plat approved by the City of Ridgeland and thereby accepted for maintenance, said construction and dedication to occur as soon as commercially reasonable following the sale of the remainder of Declarant's property to Declarant's successors in interest, and shall not, at any time, be considered a Common Facility or otherwise be or become the responsibility of the Association or the Owners, and the Association, nor any Owner, shall at any time be charged with any Assessment relating thereto.**

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

Section 5.03. Annual Maintenance Assessment. Beginning the first calendar year that any cost or expense relating to any Common Facility shall exist and continuing each year thereafter for so long as any such cost or expense exists, 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. Should the Board of Directors determine, in its discretion, that no costs or expenses described in Section 5.02 exist, then the requirement for a budget and any annual maintenance Assessment shall not apply for that calendar year.

Section 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 Lot 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 Facilities. If any damage or destruction to any portion of any Common Facility 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 any Common Facilities, including the fixtures and personal property on or related to any 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 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) Signage. 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 signage for the office park, along with installation and maintenance. Any signage for the office park shall be located on property constituting a Common Facility or an easement in favor of the Association constituting a Common Facility. Nothing herein shall obligate the Association to install signage; such signage and its design is at the sole option and discretion of the Association, at such time (if any) as the Association shall deem appropriate.

(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. Any fence for the office park shall be located on property constituting a Common Facility or an easement in favor of the Association constituting a Common Facility. 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.

(h) Primary Entry Drive. Should Declarant's successor in interest fail, within a commercially reasonable time following purchase of Declarant's remaining property, to complete construction and dedication to the City of Ridgeland, Mississippi of the primary entry drive referenced in Section 5.02(g) hereinabove, the Association may, but shall not be required to, undertake all actions necessary to complete construction and dedication of said primary entry drive to the City of Ridgeland, Mississippi, and all costs and expenses thereof may be levied against Declarant's successor in title and Lots owned by Declarant's successor in title as a special Assessment, said Assessment constituting a lien upon all property within **EXHIBIT A** owned by the Declarant's successor in title as of the date said special Assessment is levied under this Section 5.04(h). The provisions of this Section 5.04(h) shall be binding upon any successor in interest to Declarant irrespective of whether such successor in interest claims notice thereof or not, this Declaration constituting actual and constructive notice thereof.

Section 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, or landscaping and regular mowing of each Lot. Each Owner shall see that its Lot is properly landscaped in a manner consistent with the other Lots in Colony Court Office Park and shall see that all landscaping is properly maintained; at a minimum, each Owner shall regularly mow each

Lot during growth seasons and maintain all improved portions of any Lot at all times in accordance with standards promulgated by the Association. The Association shall have the responsibility and duty for the maintenance, repair and care of any Common Facilities.

Section 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.

Section 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.

Section 5.08. Meetings to Approve Assessments. If the consent or approval of the Members is required for any action under this Article V, then the Board of Directors shall call a meeting of the Members 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 of the Members.

Section 5.09. Uniform Rate for Assessments. All Assessments shall be levied at a uniform rate for each Lot, 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 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 (1) Member. For any Lot which is part of a plan of condominium and declaration, then the condominium association shall collect and deliver all Assessments.

Section 5.10. Commencement of Annual Maintenance Assessment. Subject to the provisions of Section 5.3 as to the commencement of collection of an annual Assessment, the annual Assessment provided for herein shall commence as to all Lots on the first day of the month following the conveyance by the Declarant of such Lot to an Owner. 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.

Section 5.11. Assessment of Declarant. Unless required as a matter of law, Declarant shall not, at any time, be subject to the annual maintenance Assessment or special Assessments.

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

Section 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 any Common Facilities 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 any Common Facilities or services provided by the Association.

Section 5.14. Condominium Ownership. For any Lot which is divided into a plan of condominium and declaration of condominium, all Assessments set forth in this Declaration shall apply to such condominium and all units, common areas and appurtenances thereto. Further, any lien on a Lot as provided in this Declaration shall constitute a lien on the condominium and all units, common areas and appurtenances thereto.

Prior to filing any plan of condominium and declaration of condominium (the “plan and declaration”), the Owner of a Lot shall obtain the approval of the Board of Directors of the Association to the filing of such plan and declaration, and such plan and declaration and all deeds for condominium units shall specifically provide they are subject to this Declaration and that the condominium and all units, common areas and appurtenances are subject to all Assessments and to all liens for such Lot as provided herein.

Any Lot upon which a condominium is established shall have only one (1) vote which shall be determined as provided in this Declaration. Further, the Assessments for any Lot upon which a condominium is established shall be levied against the condominium and all units, common areas and appurtenances and shall be paid in one (1) full payment collected and delivered to the Association by the condominium association.

ARTICLE VI.

ENFORCEMENT OF ASSESSMENTS

Section 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, including all condominium interest, (iii) binding upon such Lot and all interest in the Lot, including all condominium

interest, and (iv) the continuing joint and several personal obligation and liability of each Person, including each person who holds an interest in a condominium unit, 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 Facilities.

Section 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 a reasonable charge for the issuance of a certificate.

Section 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 an action duly noted in the Board's minutes. 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, irrespective of whether suit is filed.

(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.

Section 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, and (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.

Section 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, by action duly noted in its minutes, extend the provisions of this Section 6.05 to a Mortgagee not otherwise entitled to the benefits of this Section 6.05.

Section 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**

Section 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.

Section 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 as of the date Assessments for that year are due. 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, but is not obligated to, 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

Section 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.

Section 8.02. Association. The Association shall pay the ad valorem taxes assessed on or against any Common Facilities and the Association's other assets, if any.

ARTICLE IX.

PROPERTY RIGHTS

Section 9.01. Member's Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to any 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, so long as Declarant owns the land on which any Common Facility exists, or the Association, acting by and through its Board of Directors, to dedicate or transfer all or any part of any Common Facilities to any governmental agency or authority or any utility for such purposes and subject to such conditions as may be determined by the Association. From and after the point in time when any Members exist in addition to CMMLS, no such dedication or transfer shall be effective unless either Members representing at least two-thirds of the 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 of the Members has been filed for record.

(b) The right of the Association to borrow money to repair, maintain or improve all or any portion of any 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 any 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 any Common Facilities to the lien of a deed of trust or other security interest unless approved by Members representing at least two-thirds of the 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 any Common Facilities.

(e) The right of the Declarant, as part of and coinciding with the dedication of the Plat, to dedicate or grant the streets, roads, sidewalks, utility and drainage easements and/or other easements and/or rights-of-way as may be shown and designated on the Plat to any governmental authority having jurisdiction over the Property.

(f) The right of the Declarant (so long as the Declarant owns of record the Property to be encumbered), with the Association's approval, 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 any Common Facilities.

(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 any governmental authority having jurisdiction over such street or road.

(h) The right of (i) the Declarant (so long as the Declarant owns of record the Property to be conveyed or encumbered), with the Association's prior approval, and, thereafter, the Association to sell, convey, dedicate or transfer any part of any Common Facilities; and (ii) the Association to sell, transfer or convey any part of any Common Facilities which it determines to be beneficial to the Members, upon the consent of two-thirds of the 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 of the Members.

Section 9.02. Delegation of Use. 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 Facilities to (i) lessees under leases permitted under this Declaration, (ii) contract purchasers, and (iii) Invitees.

ARTICLE X.

ARCHITECTURAL CONTROL

Section 10.01. Establishment of the Architectural Review Committee. There is hereby established the Colony Court Office Park Architectural Review Committee (referred to herein as "Architectural Review Committee"), to be organized and perform its duties set forth herein from and after such time as Declarant shall sell any Lot to any Owner other than CMMLS. Upon said occurrence, and each year thereafter, the Architectural Review Committee shall be appointed by the Board of Directors. Until the Architectural Review Committee is established pursuant to this section 10.01, CMMLS shall be exempt from all requirements of this Article X.

Section 10.02. Architectural Review Committee. The Architectural Review Committee shall consist of not less than three (3) or more than five (5) individuals who shall be appointed or designated from time to time by the Board of Directors per the provisions of Section 10.01, 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.

Section 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. To the extent possible under applicable law, no building permit shall be issued by any governmental entity concerning any improvement to any Lot until the requirements of this Article X have been fully complied with by the applicant and approval has been issued by the Architectural Review Committee for the improvements requiring a permit as evidenced by the Association's mark or stamp on approved plans. 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. Any such Guidelines, as amended from time to time, are incorporated herein and made a part hereof by reference. A copy of the Guidelines may be obtained from 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 recommended by the Architectural Review Committee and approved by the Board of Directors from time to time in an amount sufficient to cover the time, effort and expense of reviewing submitted plans for compliance with the Guidelines. Any Guidelines shall provide, among other things, that the Owner or other builder, at its expense, shall complete and submit to the Architectural Review Committee five (5) 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 Owner's or their architect and engineer or, if none, by the builder that the proposed construction complies with all applicable building and zoning codes and regulations and this Declaration.

(f) A construction time table or schedule, including anticipated completion date; and

(g) A certificate of the Owner and builder that all plans comply fully with all applicable laws, regulations, ordinances and other requirements of the City of Ridgeland, Mississippi and any other governmental entities having jurisdiction over any aspect of the use or development of any Lot.

Until after compliance with the review process of this Article X and approval of the Plans by the Architectural Review Committee, no Owner or 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 any Common Facilities, (iii) combine or otherwise join two (2) or more buildings or partition such buildings after combination except on Lots specifically permitted by this Declaration and 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 Common Facilities, or impair any easement.

Section 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 Owner or builder at the Owner's or builder's address provided to the Association in the application, 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 Owner or builder to include information required by, or otherwise satisfy the requirements of, this Article X, other provisions of this Declaration or governmental requirements known to the Association, (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 Owner or builder shall amend and modify the Plans to conform to the requirements of and to cure any objections made by the Architectural Review Committee or the submission shall be deemed withdrawn. Upon the completion of each amendment and modification, the Plans shall be resubmitted to the Architectural Review Committee for review and approval or disapproval, with payment of any resubmittal fee required by the Association. 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 Owner or 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 Owner or builder may receive written permission from the Architectural Review Committee, ratified and approved by the Board of Directors prior to commencement of any undertaking, to engage in any or some of such activities prior to the review or approval of the Plans.

If the Owner or 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 Owner or builder shall submit five (5) complete copies of such proposed changes to the Architectural Review Committee for review and approval or disapproval, with payment of any resubmittal fee required by the Association.

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 due process hearing before the Board of Directors to be conducted in a manner determined by the Board of Directors, in its discretion, to afford such Member due process. An appeal of an adverse decision must be perfected by a written explanation of exactly why the Member disagrees with the decision of the Architectural Review Committee filed with the Association within five (5) business days following the notification to the applicant of the decision appealed from, accompanied by any appeal filing fee required by the Association.

The Owner or 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 (1) copy of the Plans as approved or disapproved in the Association's permanent records and shall return to the Owner or builder one (1) copy of the Plans, as approved, marked or stamped with such approval.

Section 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.

Section 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; conflicts between any such rules, regulations, statements or criteria and this Declaration shall be controlled by this Declaration.

Section 10.07. Minimums and Limitations. Each Lot must be a minimum of one (1) acre in size unless approved by the Board of Directors. Any building to be constructed on a Lot must contain a minimum of five thousand (5,000) square feet of heated and cooled space.

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 365 days 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**

Section 11.01. Utility Easements. The City of Ridgeland, Mississippi, and each utility providing service to the Property shall have and is granted or reserved non-exclusive easements and rights-of-way in, through, across, on, over and under the portions of the Property located in utility or drainage easements as shown and designated on any Plat duly filed with and approved by the City of Ridgeland, Mississippi, 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, unless municipal or utility company regulations or requirements preclude such and in which case such utilities shall be installed so as to minimize, to the extent reasonably possible, their burden and visibility upon the Property.

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, and (iii) 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.

Section 11.02. Maintenance and Support Easements. Where buildings are permitted on or in close proximity to the boundaries of a Lot, each Lot and building on such Lot shall be subject to irrevocable non-exclusive 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 any Common Facilities, and (v) the walks and sidewalks, if any, serving such adjoining and abutting areas.

Section 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 any Common Facilities and any addition thereto (if any) and the street or entry drive within the Property indicated on the Plat.

Section 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.

Section 11.05. Damage from Ingress and Egress. Any entry by the Declarant, the Association, or 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 with reasonable advance notice and good faith efforts to accommodate any reasonable requests of Owner, 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

Section 12.01. Use of Lots and Buildings. Except (i) for the activities of the Association or an Owner or builder during the construction and development of a Lot or any Common Facilities, (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 any Common Facilities, 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 or within the Property be used as a storage or warehouse area, except as specifically permitted by this Declaration. This section notwithstanding, Declarant's existing residence and attendant structures as they are currently utilized shall be excluded from this Section 12.01.

Section 12.02. Sales and Construction Activities. The Declarant, with the advance approval of the Board of Directors, is 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 any Common Facilities, 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 Owner or builder shall be subject to the Association's prior written 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 Declarant's 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.

Section 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.

Section 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.

Section 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.

Section 12.06. Signs. Except as may be required by legal proceedings or by virtue of Declarant's reasonable efforts to market and sell Declarant's property, 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 Architectural Review Committee and in compliance with

applicable governmental requirements. The approval of any signs and posters, including name and address signs, shall be upon such conditions the Architectural Review Committee shall determine from time to time, and approval may be arbitrarily withheld. The Board of Directors shall have the right to erect reasonable and appropriate signs on any portion of any Common Facilities and within easement areas established by this Declaration.

Section 12.07. Lot Division and Addition. It is the express intent of Declarant that the Lots within Colony Court Office Park shall consist of approximately five (5) lots ranging in size from 1.2 acres to 2.0 acres. No Lot shall be further subdivided and no more than one (1) 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 Colony Court Office Park. Any such changes as might occur by placing one (1) building on two (2) Lots must be preapproved by the Architectural Review Committee and ratified and approved by the Board of Directors prior to site preparation or commencement of construction.

Section 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 any portion of any Common Facilities, except service dogs for the blind, handicapped or other legitimate medical reason permitted by applicable law.

Section 12.09. Vehicle Use and Storage; Parking.

(a) All 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 any Common Facilities within the Property.

(b) Each Owner shall provide on such Owner's Lot the paved parking that is approved by the Architectural Review Committee and the City of Ridgeland, Mississippi. The intent of this provision is to, among other things, eliminate the need for any on-street parking. The parking spaces on each Lot shall be for the exclusive use of such Lot Owner and its Invitees, subject to any cross-parking or other agreement approved by the Board of Directors.

Section 12.10. Unsightly Conditions and Nuisances. It shall be the responsibility of each Owner, tenants thereof and Declarant, so long as Declarant owns any portion of the Property, to comply with the provisions of this Article XII in all respects 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 Colony Court 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 nor 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 within the Property or upon any Lot or in any building or any part of any Common Facilities and each Owner, Owner's Invitees, servants and agents, and Declarant, so long as Declarant owns any

portion of the Property, shall refrain from any act or use of a Lot, building or any Common Facilities which would not comply with this Article XII and 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 pertaining to 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 any non-compliance fee approved by the Association 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. Should Declarant violate this Article XII, the Association and Owners shall be entitled to pursue any remedy available to them in law or equity.

Section 12.11. Fences; Sidewalks. No fences are allowed on the Lots within the Property unless such fencing, including its location, height and material, is approved in advance by the Architectural Review Committee. The location, design, material, and style of any pedestrian sidewalks shall be as required by and approved by the Architectural Review Committee. The Association reserves the right to install a fence around all or part of the perimeter of the Property within an easement area ten (10) feet wide inside the outer perimeter line of Colony Court Office Park and all Lots within the Property. Each Owner and Declarant, so long as Declarant owns any portion of the Property, hereby agrees to the Association's installation of a perimeter fence, if any, 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.

Section 12.12. Ingress and Egress. Vehicular ingress and egress to all Lots within the Property shall be from the street or drive designated on the Plat or any private streets or drives within Colony Court Office Park as approved by the Board of Directors and the City of Ridgeland, Mississippi. At present, it is intended and understood that Colony Court Office Park shall be served for purposes of ingress and egress to all Lots by a single entry drive with cul-de-sac to be constructed by successors in interest to Declarant and dedicated to the City of Ridgeland, Mississippi as a public street. The foregoing notwithstanding, nothing herein shall prohibit alternative means of ingress and egress by CMMLS to their property from adjacent properties as approved by the City of Ridgeland, Mississippi.

ARTICLE XIII.

EXTERIOR MAINTENANCE

Section 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. Any Lot which is undeveloped shall be maintained by the Owner of the Lot, and by Declarant so long as Declarant owns any portion of the Property, in a neat and clean condition including, but not limited to, the regular cutting of grass during growing seasons and maintenance of Lots in a clean and neat manner reasonably consistent with the aesthetic quality of a professional office park.

Section 13.02. Failure of Owner or Declarant to Perform. In the event Owner fails to perform certain exterior maintenance as set forth in this Declaration, the Board of Directors shall have the right, but not the obligation, 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 IV, Section 5.04. Should Declarant violate this Article XIII, or any other provision of this Declaration, the Association and Owners shall be entitled to pursue any remedy available to them in law or equity.

Section 13.03. Mechanics Lien. Each Owner agrees to indemnify and to hold each of the other Owners harmless from any and all claims of mechanic's lien(s) 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 twenty (20) 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 (1) year together with the sum for legal costs determined by the Board of Directors as a special Assessment, and any sum assessed shall be added to and become a part of that portion of the assessment to which the Owner and such Owner's Lot are subject. Such sum or securities shall be held by the Board of Directors, or its designee, pending final adjudication or settlement of the claim. Disbursement of such funds or proceeds shall be made to ensure payment of or on account of such final judgment or settlement. Any deficiency shall be paid forthwith by the subject Owner, and said Owner's 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 and special assessment against the Owner and lien against said Owner's Lot which may be foreclosed as is provided in Article IV of this Declaration.

Section 13.04. Responsibility of Association. Subject to the provisions of this Declaration pertaining to the destruction of improvements, the Association shall maintain, repair, replace and landscape any 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

Section 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 Owner of the Lot where such structure or improvement is located or who otherwise causes such violation, if the violation is not corrected by such Owner within 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. Owners of each Lot specifically consent to such entry and abatement, and 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.

Section 14.02. Enforcement; Presumption and Waivers as to Injunctive Relief. 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, and that immediate and irreparable injury, loss, or damage will result to the Association and the Owners of all Lots within Colony Court Office Park before any hearing may be conducted in opposition to any request for injunctive relief. To the extent allowable under applicable law, no security shall be required of Association for issuance of injunctive relief pursuant to the Mississippi Rules of Civil Procedure. The Declarant 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, and waives and agrees not to assert any demand for security in the event injunctive relief is granted.

ARTICLE XV.
GENERAL PROVISIONS

Section 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 December 31, 2069. 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 (1) year prior to the effective date of such abolishment or termination.

Section 15.02. Amendments. Notwithstanding Section 15.01, this Declaration may be amended, modified and/or changed either (i) by the Association 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.

Section 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.

Section 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.

Section 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.

Section 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 mail, 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 such notice is mailed to her current street address or hand-delivered and posted upon or about the front door of her current residence.

Section 15.07. Successors of Declarant. Any and all rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant under this Declaration are exclusive to Declarant and may not be assigned or transferred by the Declarant. Any assignment or transfer by Declarant made in conflict with this section 15.07 shall be null, void *ab initio* and ineffective.

Section 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; however, failure of any such deed or assignment to contain such a provision shall not render said deed or assignment void, and any such deed or assignment shall be subject to this Declaration.

Section 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 Facilities 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 any Common Facilities. It is Declarant's intent that any street designated on the Plat be accepted by the City of Ridgeland, Mississippi for maintenance as a public right-of-way.

Section 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 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 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 foreclose 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 any Common Facilities which are in default and which may or have become a charge or lien against any Common Facilities 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 any Common Facilities. Any holder of a First Mortgage who advances any such payment shall be due reimbursement of the advanced amount from the Association.

Section 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.

Section 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

Section 16.01. Declarant's Rights and Reservations. 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 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 so long as same serves the commercially reasonable needs of Colony Court Office Park, is consistent with existing development within Colony Court Office Park, and reasonably protects the value of Lots already sold to Owners within Colony Court Office Park. The Declarant, with advance written approval of the Association, may establish Common Areas or Common Facilities within any Property owned by Declarant for commercially reasonable development purposes of demonstrable benefit to all Owners. This Article XVI shall be applicable for so long as the Declarant owns any portion of the Property.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY
SIGNATURE PAGES FOLLOW]

SIGNATURE PAGES TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR COLONY COURT OFFICE PARK

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

Sally Frances Lusk

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2019, within my jurisdiction, the within named Sally Frances Lusk, who acknowledged that she executed the above and foregoing instrument.

Notary Public
Printed Name: _____

My commission expires: _____

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed to consent to the above Declaration on the date above written.

CENTRAL MISSISSIPPI MLS, INC.,
A Mississippi corporation

By: Jo Usry
Its: Chief Executive Officer

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____ 2019, within my jurisdiction, the within named Jo Usry, who acknowledged that she is Chief Executive Officer of Central Mississippi MLS, Inc., a Mississippi corporation, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized so to do.

Notary Public
Printed Name: _____

My commission expires: _____

(Affix official seal, if applicable)

EXHIBIT A THE PROPERTY

All that property known as Colony Court Office Park, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, Mississippi at Canton, Mississippi in Plat Cabinet __Slide __ and __, reference to which is hereby made in aid of and as a part of this description.

Such property also being described by metes and bounds as follows:

A parcel of land being a part of Lot 5 of Block 6 of Highland Colony Subdivision, the map or plat of which is recorded in Plat Book 1 at Page 6 of the Chancery Records of Madison County at Canton, Mississippi, and being further described as being situated in the Southwest 1/4 of Section 18, Township 7 North, Range 2 East, City of Ridgeland, Madison County, Mississippi and being more particularly described by metes and bounds as follows, to wit:

Commence at a 1/2" iron pin found at the northeast corner of the said Lot 5 of Block 6 of Highland Colony Subdivision which marks the **POINT OF BEGINNING** for the parcel herein described; thence South 89° 56' 55" West for a distance of 561.82 feet along the northern line of the said Lot 5 to a 5/8" iron pin set at the eastern right of way line of Sunnybrook Road; thence leave said northern line of Lot 5 and run South 00° 09' 29" East for a distance of 264.72 feet along the said eastern right of way line to a 5/8" iron pin set; thence South 08° 01' 22" West for a distance of 210.83 feet along the said eastern right of way line to a 5/8" iron pin set; thence South 89° 50' 31" West for a distance of 25.02 feet along an offset in the said eastern right of way line to a 5/8" iron pin set; thence South 00° 09' 29" East for a distance of 166.49 feet to a 5/8" iron pin set at the northern right of way line of an unimproved street having a forty foot (40') wide right of way as shown on the said Highland Colony Subdivision plat; thence leave said eastern right of way line of Sunnybrook Road and run North 89° 56' 55" East for a distance of 619.22 feet along the said northern right of way line to a 1/2" iron pin found at the eastern line of the said Lot 5; thence leave said northern right of way line and run North 00° 22' 17" West for a distance of 640.00 feet along the said eastern line of the said Lot 5 to the **POINT OF BEGINNING**, containing 8.5541 acres, (372,615 square feet) more or less.

The referenced meridian for the above description is the northern line of Lot 5, Block 6 Highland Colony Subdivision.

NOTE: The above-referenced legal description was provided to the preparer by the parties and has been reproduced here as received without the benefit of title examination or other review.

COLONY COURT OFFICE PARK

SITUATED IN LOT 5, BLOCK 6
HIGHLAND COLONY SUBDIVISION
IN THE SW 1/4 OF
SECTION 18, T7N, R2E
CITY OF RIDGELAND
MADISON COUNTY, MISSISSIPPI

LEGEND	
	COMMUNICATIONS BOX (CSPIRE)
	WATER MANHOLE
	SANITARY SEWER MANHOLE
	WATER VALVE
	FIRE HYDRANT
	BLOW OFF VALVE
	LAMP
	UTILITY POLE
	GUY POLE
	GUY WIRE
	SIGN
	POWER LINE
	POWER / TELEPHONE LINE
	TELEPHONE LINE
	FIBER OPTIC LINE
	GAS LINE
	WATER LINE
	STORM DRAIN
	SANITARY SEWER LINE
	FENCE LINE
	EDGE OF GRAVEL
	EDGE OF PAVEMENT
	PROPERTY LINE
	EDGE OF RIPRAP
	FOUND IRON PIN (SEE PLAN FOR SIZE)

REFERENCE MATERIALS USED:
RECORDED SUBDIVISION PLAT
OF HIGHLAND COLONY

BOOK 45 PAGE 287
BOOK 220 PAGE 61
BOOK 390 PAGE 31
BOOK 390 PAGE 35
BOOK 392 PAGE 284
BOOK 428 PAGE 590
BOOK 467 PAGE 280
BOOK 467 PAGE 284
BOOK 488 PAGE 790
BOOK 513 PAGE 751
BOOK 518 PAGE 668
BOOK 2065 PAGE 685
BOOK 2250 PAGE 235
BOOK 2308 PAGE 557
BOOK 2328 PAGE 491
BOOK 2385 PAGE 902
BOOK 2491 PAGE 292
BOOK 2939 PAGE 248
BOOK 2939 PAGE 254
BOOK 3208 PAGE 561
BOOK 3032 PAGE 895
BOOK 3209 PAGE 557
BOOK 3412 PAGE 594
BOOK 3543 PAGE 290
BOOK 3543 PAGE 293
BOOK 3543 PAGE 297

THIS IS A CLASS "A" SURVEY ACCORDING
TO "STANDARDS OF PRACTICE FOR
SURVEYING" IN THE STATE OF MISSISSIPPI
ESTABLISHED BY THE AUTHORITY OF SECTION
73-13-15(F), MISSISSIPPI CODE OF 1972
AS AMENDED.

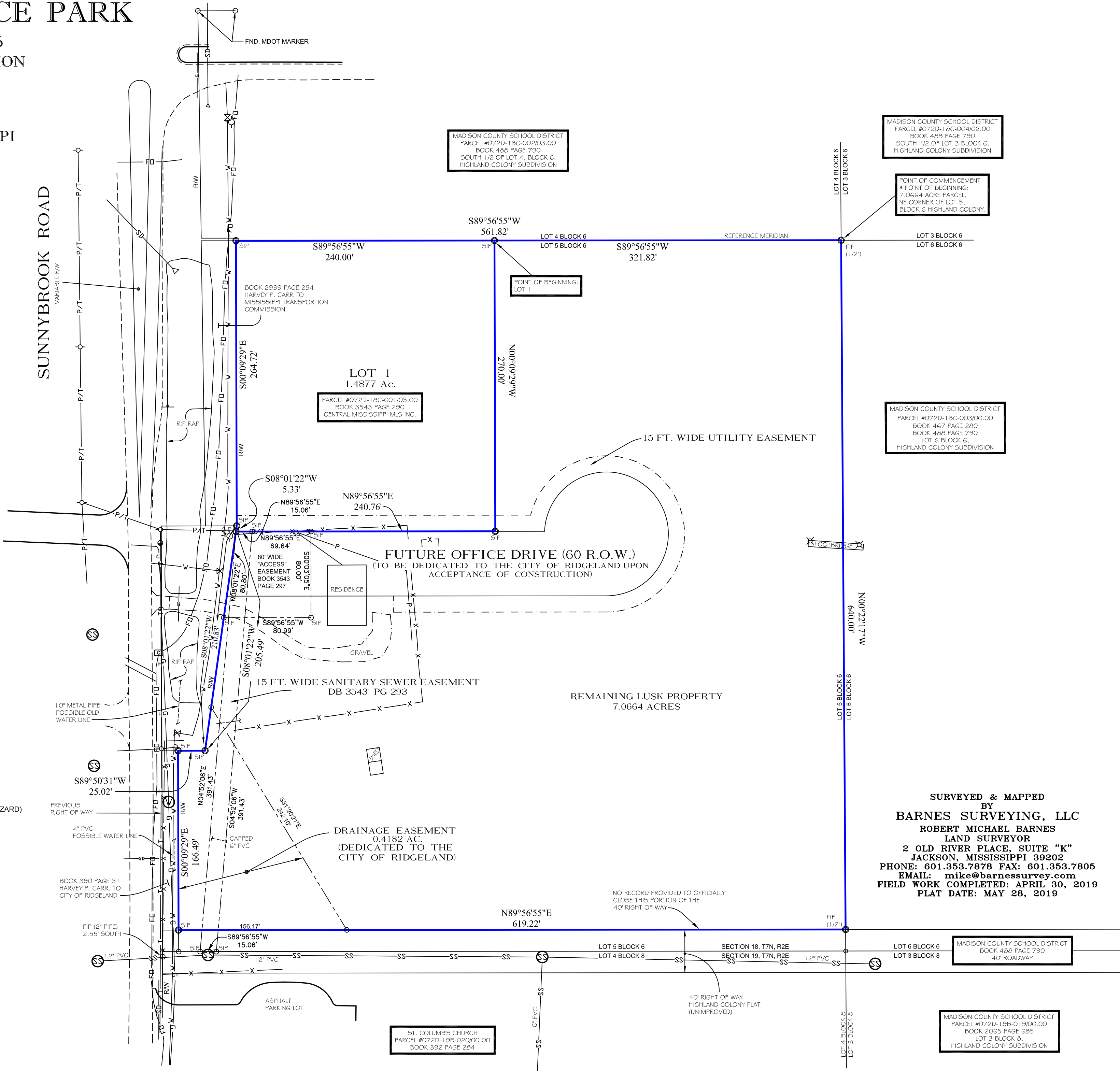
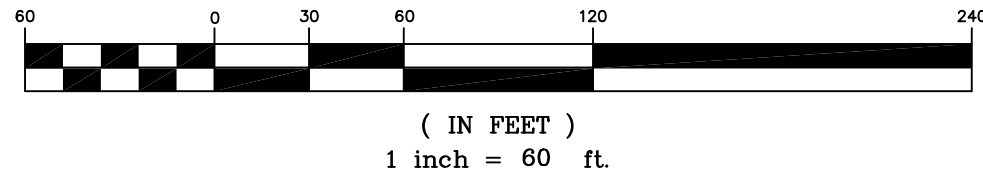
REFERENCE MERIDIAN - NORTHERN LINE OF
LOT 5, BLOCK 6 HIGHLAND COLONY SUBDIVISION

INDICATES PROPERTY CORNERS.
INDICATES POINT ON PROPERTY LINES.

THE PROPERTY SHOWN HEREON IS LOCATED
IN ZONE "X" (OUTSIDE 0.2% ANNUAL CHANCE FLOOD HAZARD)
ACCORDING TO FLOOD INSURANCE RATE MAP
NUMBER 28089C0559F, DATED MARCH 17, 2010



GRAPHIC SCALE



SURVEYED & MAPPED
BY
BARNES SURVEYING, LLC
ROBERT MICHAEL BARNES
LAND SURVEYOR
2 OLD RIVER PLACE, SUITE "K"
JACKSON, MISSISSIPPI 39202
PHONE: 601.353.7878 FAX: 601.353.7805
EMAIL: mike@barnessurvey.com
FIELD WORK COMPLETED: APRIL 30, 2019
PLAT DATE: MAY 28, 2019

COLONY COURT OFFICE PARK

SITUATED IN LOT 5, BLOCK 6
HIGHLAND COLONY SUBDIVISION
IN THE SW 1/4 OF
SECTION 18, T7N, R2E
CITY OF RIDGELAND
MADISON COUNTY, MISSISSIPPI

SURVEYOR'S CERTIFICATE
STATE OF MISSISSIPPI
COUNTY OF MADISON

I, Robert Michael Barnes, Professional Land Surveyor, do hereby certify that I have subdivided and platted the following described land being situated in Lot 5, Block 6, Highland Colony Subdivision, in the Southwest 1/4 of Section 18, Township 7 North, Range 2 East, City of Ridgeland, Madison County, Mississippi, and being more particularly described as follows:

A parcel of land being a part of Lot 5 of Block 6 of Highland Colony Subdivision, the map or plat of which is recorded in Plat Book 1 at Page 6 of the Chancery Records of Madison County at Canton, Mississippi, and being further described as being situated in the Southwest 1/4 of Section 18, Township 7 North, Range 2 East, City of Ridgeland, Madison County, Mississippi and being more particularly described by metes and bounds as follows, to wit:
Commence at a 1/2" iron pin found at the northeast corner of the said Lot 5 of Block 6 of Highland Colony Subdivision which marks the POINT OF BEGINNING for the parcel herein described; thence South 89° 56' 55" West for a distance of 321.82 feet along the northern line of the said Lot 5 to a 5/8" iron pin set at the eastern property line of that certain parcel of land as described in Book 3543 at Page 290 of the said Chancery Records; thence leave said northern line of Lot 5 and run thence South 00° 09' 29" East for a distance of 270.00 feet along the said eastern property line to a 5/8" iron pin set at the southeast corner thereof; thence South 89° 56' 55" West for a distance of 240.76 feet along the southern property line of the said certain parcel of land as described in Book 3543 at Page 290 to a 5/8" iron pin set at the eastern right of way line of Sunnybrook Road; thence South 08° 01' 22" West for a distance of 205.49 feet along the said eastern right of way line to a 5/8" iron pin set; thence South 89° 50' 31" West for a distance of 25.02 feet along an offset in the said eastern right of way line to a 5/8" iron pin set; thence South 00° 09' 29" East for a distance of 166.49 feet to a 5/8" iron pin set at the northern right of way line of an unimproved street having a forty foot (40') wide right of way as shown on the said Highland Colony Subdivision plat; thence leave said eastern right of way line of Sunnybrook Road and run North 89° 56' 55" East for a distance of 619.22 feet along the said northern right of way line to a 1/2" iron pin found at the eastern line of the said Lot 5; thence leave said northern right of way line and run North 00° 22' 17" West for a distance of 640.00 feet along the said eastern line of the said Lot 5 to the POINT OF BEGINNING, containing 7.0664 acres, (307,812 square feet) more or less.
The referenced meridian for the above description is the northern line of Lot 5, Block 6 Highland Colony Subdivision.

AND ALSO:

A parcel of land being situated in Lot 5 of Block 6 of Highland Colony Subdivision, the map or plat of which is recorded in Plat Book 1 at Page 6 of the Chancery Records of Madison County at Canton, Mississippi, and being further described as being situated in the Southwest 1/4 of Section 18, Township 7 North, Range 2 East, City of Ridgeland, Madison County, Mississippi and being more particularly described by metes and bounds as follows, to wit:
Commence at a 1/2" iron pin found at the northeast corner of the said Lot 5 of Block 6 of Highland Colony Subdivision and run thence South 89° 56' 55" West for a distance of 321.82 feet along the northern line of the said Lot 5 to a 5/8" iron pin set which marks the POINT OF BEGINNING for the parcel herein described; thence continue South 89° 56' 55" West for a distance of 240.00 feet along the said northern line of Lot 5 to a 5/8" iron pin set on the eastern right of way line of Sunnybrook Road; thence leave said northern line of Lot 5 and run South 00° 09' 29" East for a distance of 264.72 feet along the said eastern right of way line to a 5/8" iron pin set; thence South 08° 01' 22" West for a distance of 5.33 feet along the said eastern right of way line to a 5/8" iron pin set; thence leave said eastern right of way line of Sunnybrook Road and run North 89° 56' 55" East for a distance of 240.76 feet to a 5/8" iron pin set; thence North 00° 09' 29" West for a distance of 270.00 feet to the POINT OF BEGINNING, containing 1.4877 acres, more or less, being the same property as described in Book 3543 at Page 290. The referenced meridian for the above description is the northern line of Lot 5, Block 6 Highland Colony Subdivision.

WITNESS MY SIGNATURE on this the ____ day of _____, 2019.

Registration Number: RPLS. 2583

Robert Michael Barnes, RPLS.

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

I, Sally Frances Lusk, hereby certify that I am the Owner of the property shown on the Plat and described in the Certificate of Robert Michael Barnes, RPLS, appearing hereon; have caused same to be subdivided and platted as shown; and the property is all (or a part of) that tract as recorded in Deed Book 438, Page 590, Deed Book 3208, Page 557, and Deed Book 3208, Page 561, in the Office of the Chancery Clerk of Madison County, Mississippi; and that I hereby adopt this plan of subdivision with my free consent, and dedicate all streets, alleys, walks, parks, easements and other open spaces to public use or to private use as noted.

WITNESS MY SIGNATURE on this the ____ Day of _____, 2019

Sally Frances Lusk

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

I, Jo Usry, CEO of Central Mississippi MLS, Inc, a Mississippi Corporation, hereby certify that Central Mississippi MLS, Inc. is the Owner of the property shown on the Plat and described in the Certificate of Robert Michael Barnes, Land Surveyor, appearing hereon; have caused same to be subdivided and platted as shown; and the property is all (or a part of) that tract as recorded in Deed Book 3543, Page 290, in the Office of the Chancery Clerk of Madison County, Mississippi; and that Central Mississippi MLS, Inc. hereby adopts this plan of subdivision with its free consent, and dedicates all streets, alleys, walks, parks, easements and other open spaces to public use or to private use as noted.

WITNESS MY SIGNATURE on this the ____ Day of _____, 2019.

Jo Usry

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 _____, 2019.

Robert Michael Barnes, RPLS.

ACKNOWLEDGMENT 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 Sally Frances Lusk and Jo Usry, CEO of Central Mississippi MLS, Inc., a Mississippi Corporation, who acknowledged to me that they executed the foregoing instrument as Owner, and who acknowledged to me that they executed same as Robert Michael Barnes, RPLS., for the purpose therein contained.
Witness my hand and official seal of office on this the ____ day of _____, 2019.

NOTARY PUBLIC My Commission Expires:

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

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

I hereby certify that this is a true copy and that this plat was approved by the Mayor and Board of Aldermen in session on the ____ day of _____, 2019.

ATTEST:

City Clerk
City of Ridgeland

Mayor
City of Ridgeland

FILING AND RECORDATION
STATE OF MISSISSIPPI
COUNTY OF MADISON

I, Ronny Lott, Chancery Clerk in and for said County and State, do hereby certify that the final plat of COLONY COURT OFFICE PARK was filed for record in my office on this the ____ day of _____, 2019, and was duly recorded in Plat Cabinet _____ at Slide _____ of the records of maps and plats of land in Madison County, Mississippi.

Given under my hand and seal of office this the ____ day of _____, 2019.

By: _____ D.C. _____
Ronny Lott, Chancery Clerk



fire department

May 28, 2019

TO: Paula Tierce, City Clerk
FROM: Matt Bailey, Fire Chief 
SUBJECT: Check Deposit/Budget Amendment – Walmart Grant

I am forwarding to your office Walmart check numbered 105342 in the amount of \$1,000.00 made payable to the Ridgeland Fire Department. This is a grant that Walmart has bestowed upon the Dive Team for equipment.

Additionally, I am requesting the following budget amendment:

Transfer \$1,000.00 to 001-160-730 (Capital Machinery & Equipment)

Your assistance with this matter will be greatly appreciated.

Attachment (1)

mailing address: p.o. box 361 • ridgeland, ms 39158
street address: 456 towne center boulevard • ridgeland, ms 39157
ph: 601.856.8405 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • Matthew Bailey – fire chief

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

Walmart
702 S.W. 8th Street
Bentonville, AR 72716

RIDGELAND FIRE DEPARTMENT
WALMART# 875
456 TOWNE CENTER BLVD
RIDGELAND MS 39157



IN PAYMENT
OF INVOICES TO



*** INCLUDES**

AIDCO
SAM'S CLUB
BUD'S OUTLET STORES
CMAAUSA

NORTH ARKANSAS WHOLESALE CO., INC.
BEAVER LAKE AVIATION, INC.
PHILLIPS COMPANIES, INC.
WALMART PHARMACY OF MICHIGAN, INC.
WALMART PUERTO RICO, INC.

CHECK DATE: 04-17-19

CHECK NUMBER: 0105342

DATE	INVOICE NUMBER	STORE NUMBER	DOCUMENT NUMBER	TYPE CODE*	GROSS AMOUNT	DISCOUNT/ ALLOWANCES	NET AMOUNT
04 15 19	55024721	05-09000	82823315		1000.00	0.00	1000.00

VENDOR: /9999999975 RIDGELAND FIRE DEPARTMENT

1000.00 0.00 1000.00

* VENDOR: Deduction codes are described on the reverse side of this statement

↓ DETACH AT PERFORATION ↓

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER. THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW



702 S.W 8th St. BENTONVILLE, AR 72716



WELLS FARGO BANK, N.A. 66-156
CHARLOTTE, NC 28288-0013 531

NON-NEGOTIABLE AFTER 180 DAYS
0105342

Vendor Number	Check Date	Check Number
9999999975	04-17-19	0105342

PAY
ONE THOUSAND DOLLARS AND NO CENTS

DOLLARS	CENTS
*****1,000.00	
NET AMOUNT OF CHECK	

TO THE RIDGELAND FIRE DEPARTMENT
ORDER WALMART# 875
OF 456 TOWNE CENTER BLVD
RIDGELAND MS 39157

WALMART, INC.

M. Brett Biggs

Executive Vice President and Treasurer

0105342 053101561 2079900136854

0010920000113002241004012AP_US_2_201904170253351106



May 28, 2019

TO: Mayor & Board of Aldermen

FROM: John R. Neal, Chief of Police 

SUBJECT: Special Event – Ella Armstrong Triathlon

I have attached a request for a Special Event Permit from Allen Joiner with Mississippi Race Management (MRM) in connection with the Ella Strong Triathlon. This event is a triathlon scheduled Saturday, June 22, 2019 from 7:00 am until completion and will begin at the Madison Healthplex Performance Center. It should be noted that the majority of this event will be held in the City of Madison with only a small portion of the triathlon to be held within the city limits of Ridgeland. The course route is attached for your review.

Mr. Joiner is expecting approximately 300 participants and the bicyclist will travel south on Highland Colony Parkway from Madison into the City of Ridgeland. Volunteers will be available to set-up and clean-up upon completion of event.

This event will generate overtime for the police department and there are eleven (11) posts that will need to be manned for approximately 2 hours each to ensure participants safety. At a rate of \$27.00 per hour, the estimated overtime costs will be \$594.00.

Checks in the amounts of \$100.00 and \$1,000.00 representing requisite filing fee and bond money are attached.

Your consideration and approval will be greatly appreciated.

CC: Lt. Tony Willridge

Attachments (1)

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

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



CITY OF RIDGELAND
SPECIAL EVENT PERMIT APPLICATION
(Please allow minimum 30 days for approval)



EVENT NAME: Ella Strong Triathlon

EVENT LOCATION: Madison Healthplex

EVENT DATE: Beginning 6/22/2019 to Ending 6/22/2019 Multiple Days: ☐ YES ☒ NO

EVENT HOURS: Beginning 07:00 to Ending 09:40

TYPE OF EVENT: Adult and youth Triathlon

EVENT POINT OF CONTACT: Allen Joiner CELL NUMBER: 601-213-2135
(This person must remain on scene during the entire event)

NAME OF ORGANIZATION: MS Race Management

ADDRESS: 501 Baptist Dr. CITY/STATE/ZIP: Madison, MS 39110

ESTIMATED CROWD SIZE: 300 NUMBER OF EVENT PERSONNEL: 25

ARRANGEMENTS FOR RESTROOM FACILITIES: ☒ YES ☐ NO LOCATION: Madison Healthplex

ARRANGEMENTS FOR SITE CLEAN-UP: ☒ YES ☐ NO DETAILS: Race staff will clean course

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

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

Will the organizers of this event use the services of an UAS (unmanned aircraft system): ☐ YES ☒ NO
If Yes, who is the operator of the system: _____ Cell Number: _____

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

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

FIRST AID/MEDICAL STATION(s): ☒ YES ☐ NO LOCATION(s): Madison HealthPlex

POLICE/SECURITY PERSONNEL REQUIRED: 4 / 11 @ ☒ Police Dept. Assigned ☐ Self-Hired ☐ Not Applicable

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

Applicant Printed Name: Allen Joiner Contact Number: 601-213-2135

Applicant Signature: _____ Date: _____

Application Instructions

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

For Police Department Use Only

This application was received by the Ridgeland Police Department on 4/25/19 and has been reviewed by the appropriate personnel. This application has been APPROVED / DENIED by the Chief of Police or Designee. If approved by Ridgeland PD, this application will be submitted for consideration at the Ridgeland Mayor and Board of Aldermen meeting to be held on 6-4-19.

Chief of Police or Designee: [Signature] DATE: 28 MAY 2019

Number of Overtime Officers: 11 Estimated OT Cost: \$594.00

Additional Overtime Cost for City Departments: FIRE 0 P/W 0 REC/PARKS 0



Ella Strong Triathlon 2019 Race Info

Prepared by: Allen Joiner - 601-213-2135; allen@msracemanagment.com

Race Synopsis

The 4th annual Tri to be Ella Strong triathlon is presented by Strong Fitness Studio, produced by MS Race Management, and benefits the Ella Strong Foundation. This is the 4th consecutive year for Tri to be Ella Strong which will be hosted at Madison Healthplex Performance Center for the 3rd year in a row. The event consists of an adult triathlon and a kids triathlon.

Adult Race Details

- Date – 6/22/19
- Start Time – 07:00
- Start/Finish Location – Madison Healthplex Performance Center
- USAT ID – 301512
- Distances
 - Swim – 300 meters (pool swim)
 - Bike – 9 miles
 - Run – 3 miles
- Divisions
 - Age Group – Time Trial Start (5 seconds between participants)
 - Clydesdale
 - Athena
- Projected participants – 100
- Point of Contact – Allen Joiner; MRM
 - 601-213-2135
 - allen@msracemanagment.com

Kids Race Details

- Date – 6/22/18
- Start Time – 08:30
- Start/Finish Location – Madison Healthplex Performance Center
- USAT ID - 301564
- Distances
 - Swim – 150 meters (pool swim)
 - Bike – 3 miles
 - Run – 1 mile
- Divisions
 - Junior (7 – 10)
 - Senior (11 – 14)
- Projected participants – 30
- Point of Contact – Allen Joiner; MRM
 - 601-213-2135
 - allen@msracemanagment.com

Projected Timeline

Friday June 21, 2018

15:00 – Packet pickup and onsite registration opens

18:00 – Packet pickup and onsite registration closes

Saturday June 22, 2018

05:00 – Packet pickup and onsite registration opens

06:30 – Packet pickup and onsite registration closes

07:00 – Start of adult swim

07:04 – First adult participant out of the water

07:05 – First adult participant on the bike

07:29 – First adult participant off the bike

07:30 – Last adult participant out of the water (based on 100 AG participants)

07:30 – First adult participant on the run course

07:50 – First adult finisher

08:24 – Last adult participant off the bike

08:30 – Start of kid swim

08:33 – First kid participant out of the water

08:35 – First Kid participant on the bike

08:44 – Last kid participant out of water

09:06 – First kid participant off the bike

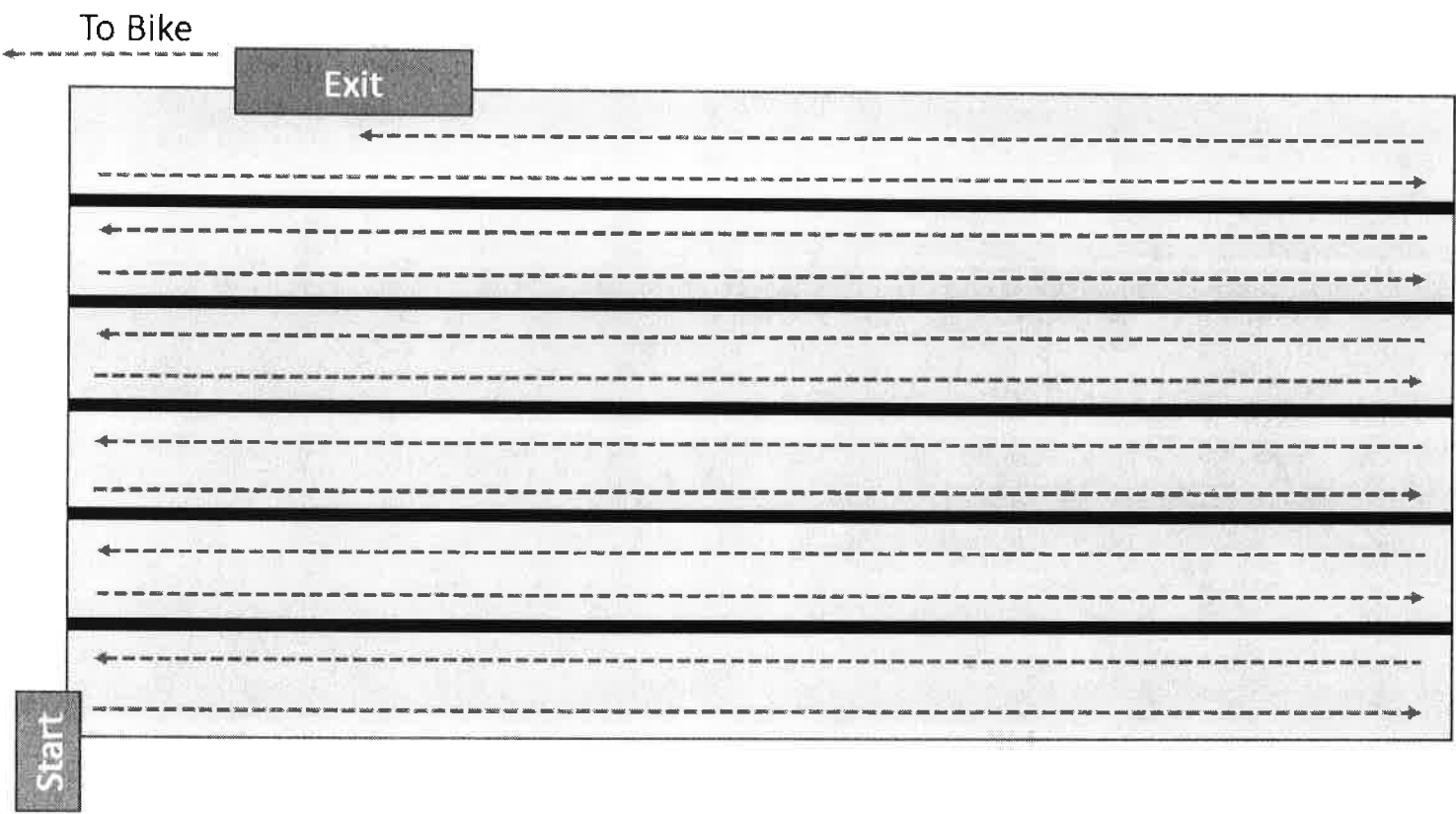
09:07 – First kid participant on the run

09:09 – Last adult finisher

09:05 – Last kid participant off the bike

09:35 – Last kid finisher

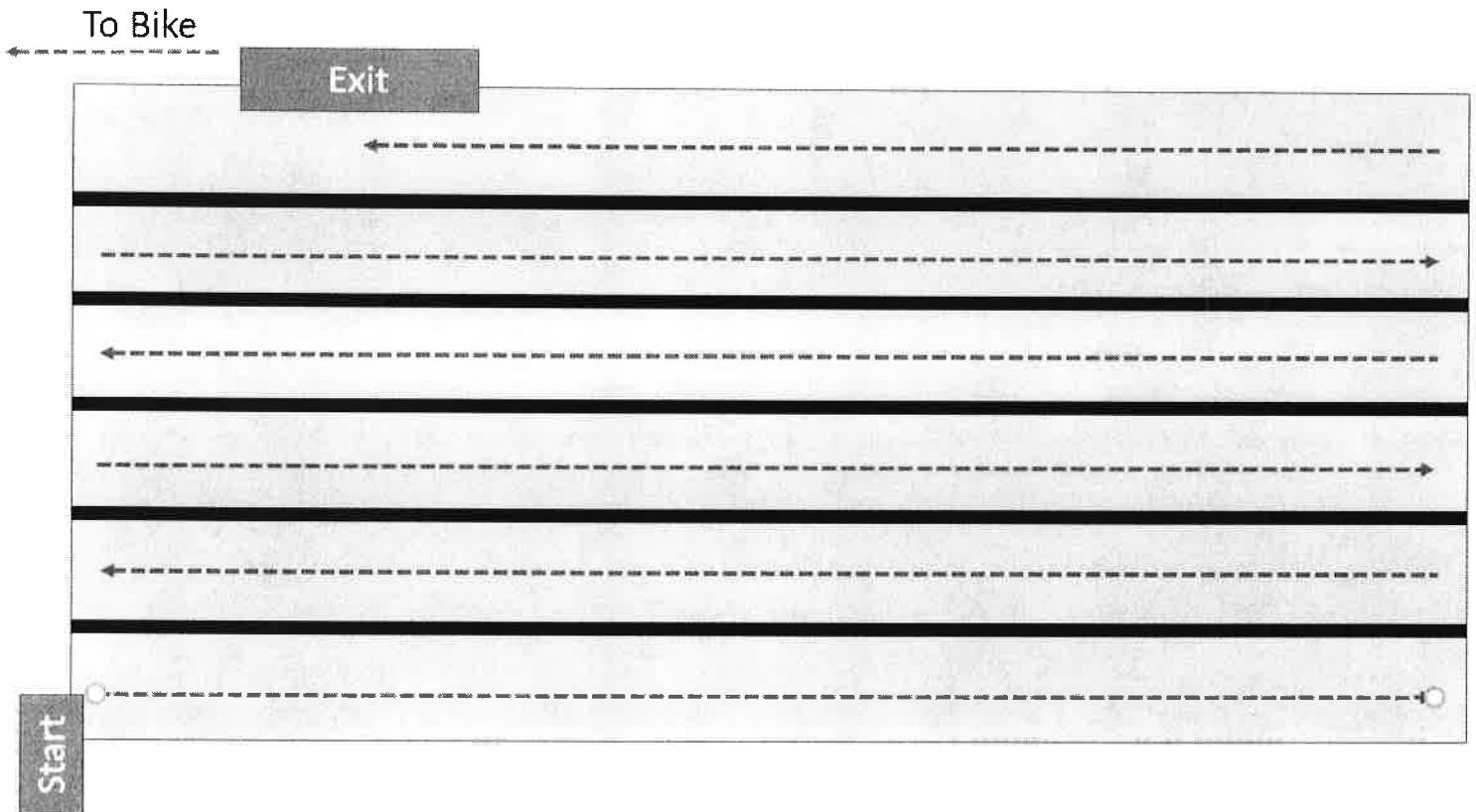
Adult Swim Course Map



Adult Swim Course Description

The adult swim course is a serpentine course consisting of 300 meters of swimming. Participants will enter the water on the north east side of the pool and swim two laps in each lane then change to the next lane.

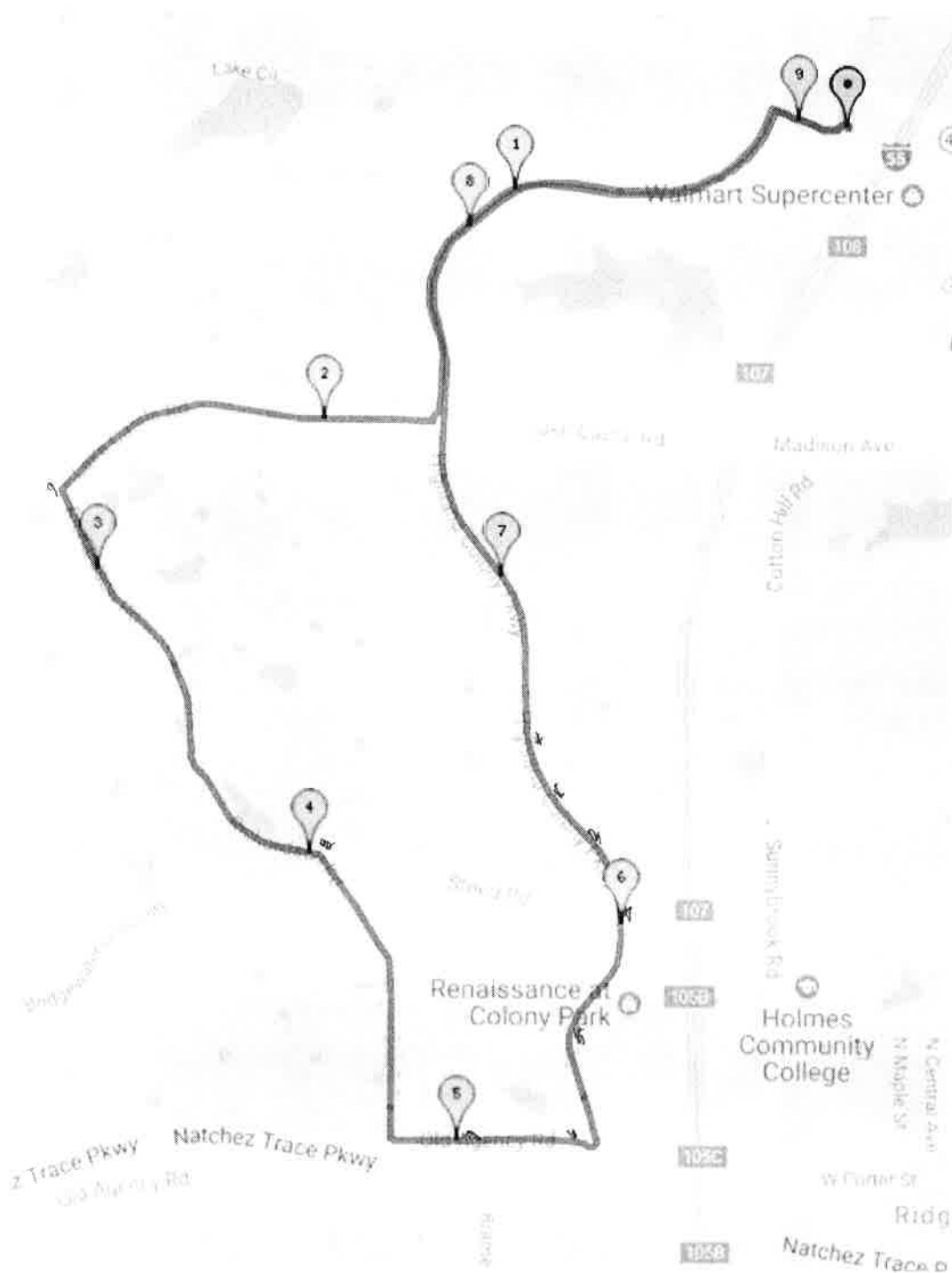
Kids Swim Course



Kids Swim Course Description

The kids' swim course is a serpentine course consisting of 150 meters of swimming. Participants will enter the water on the north east side of the pool and swim one lap in each lane then change to the next lane.

Adult Bike Course Map



Bike Course Turn by Turn

- Left turn onto Highland Colony Parkway
- Right turn onto Lake Castle Rd.
- Left turn onto Richardson Rd.
- Right turn onto Old Agency Rd.
- Left turn onto Highland Colony Parkway
- Right turn into Healthplex

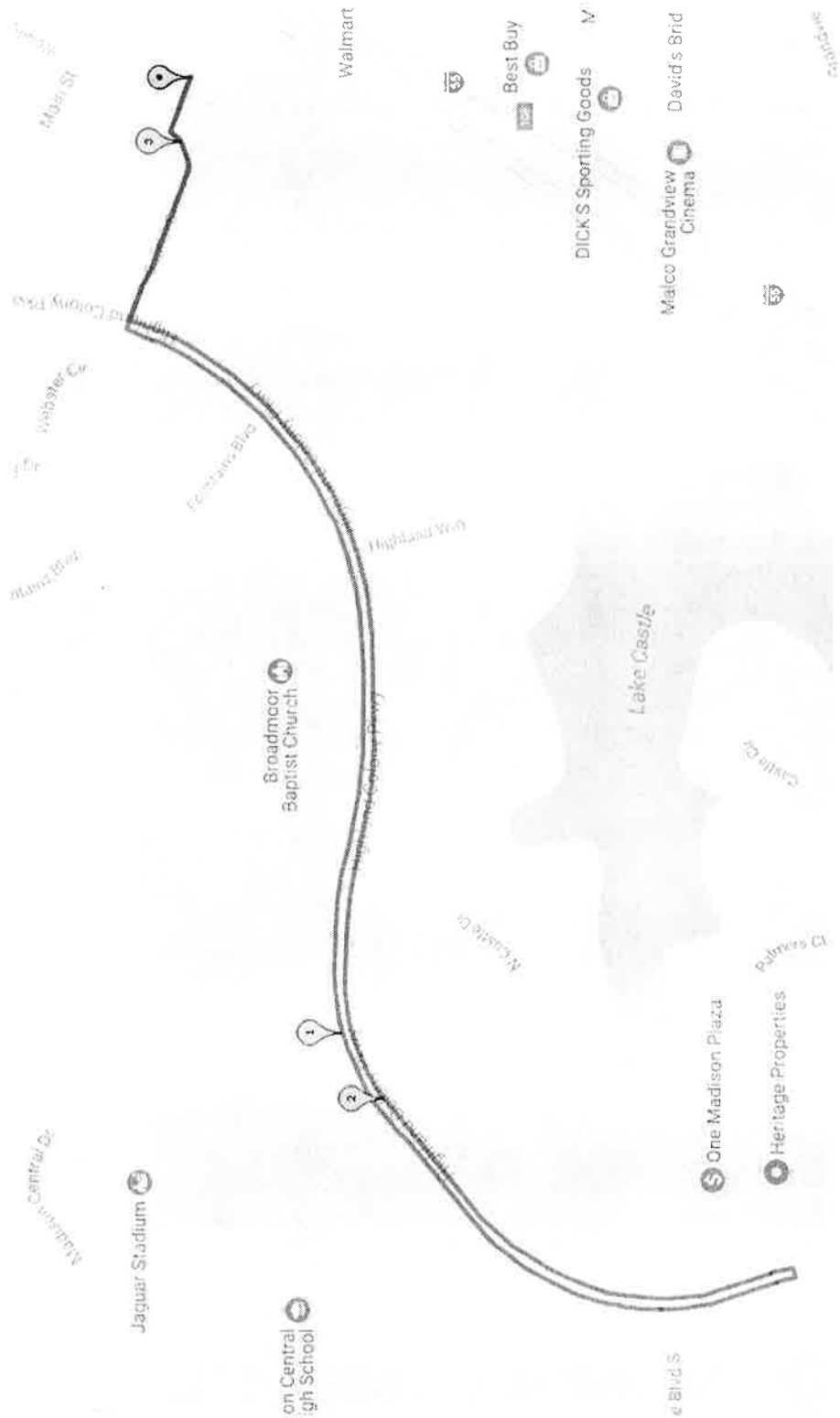
Digital map located at <http://www.mappedometer.com/?maproute=674044>

Kids Bike Course Map

Kid's Bike Course Turn by Turn

- Left turn onto Highland Colony Parkway
- Travel 1.3 miles and make a U-turn
- Travel 1.3 miles and turn right onto Baptist Dr.
- Right turn to transition

Digital map located at <http://www.mappedometer.com/?maproute=735344>

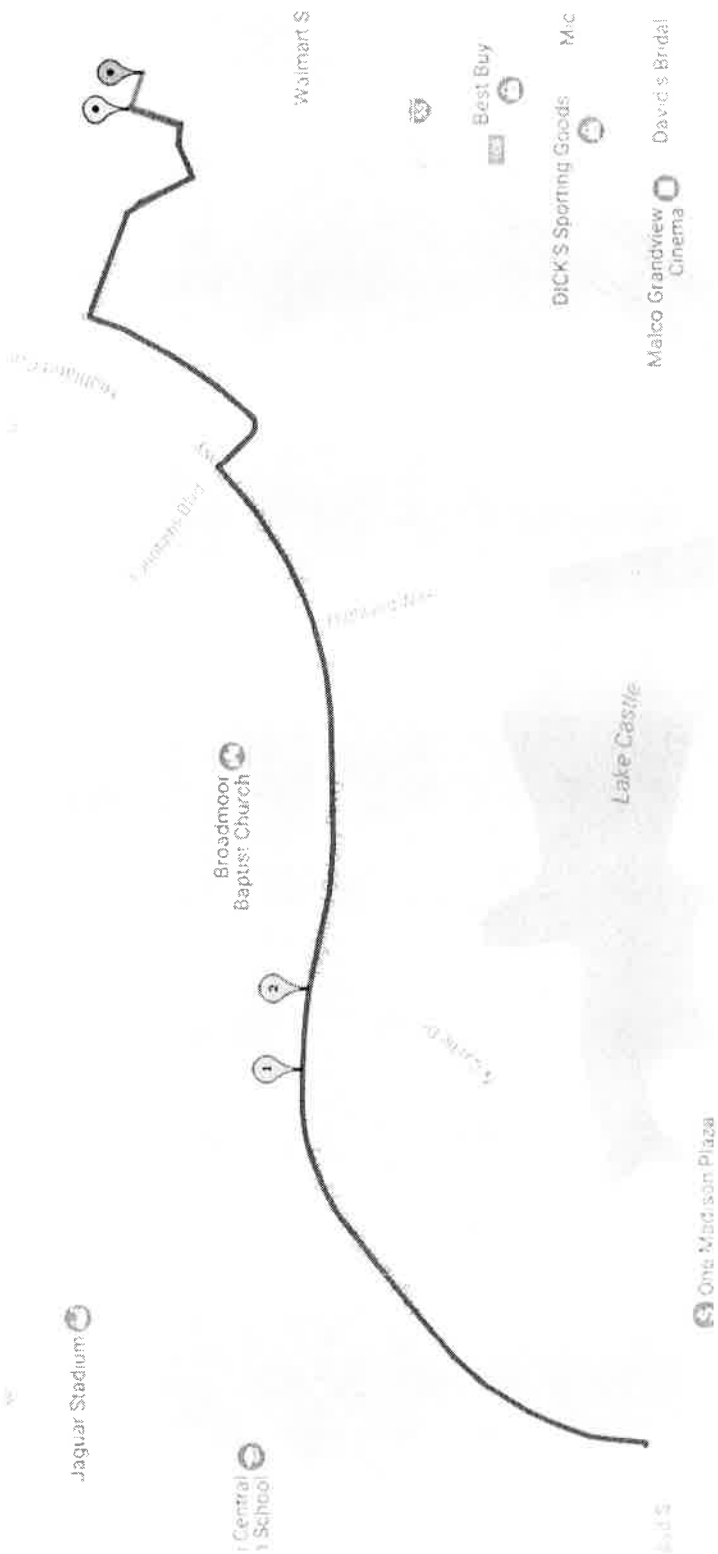


Adult Run Course Map

Adult Run Course Turn by Turn

- Left turn behind Walgreens
- Left turn onto Highland Colony Parkway
- Travel 1.3 miles to the entrance of Cypress Lake and make a U-turn
- Travel 1.3 miles and turn right behind Walgreens
- Right turn onto Baptist Dr.
- Right turn to go behind Baptist Health Clinic

Digital map located at <http://www.mappedometer.com/?maproute=674046>

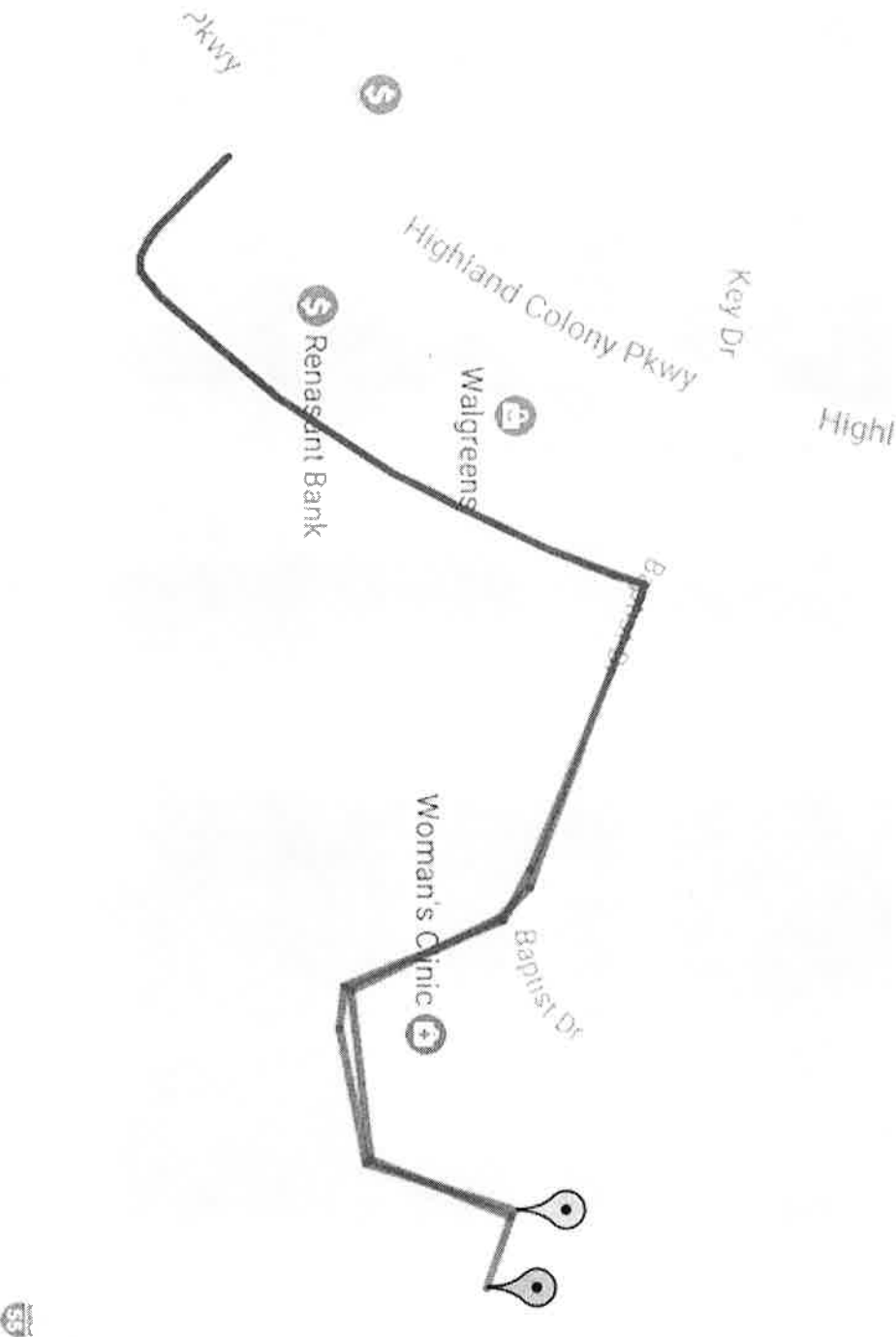


Kids Run Course Map

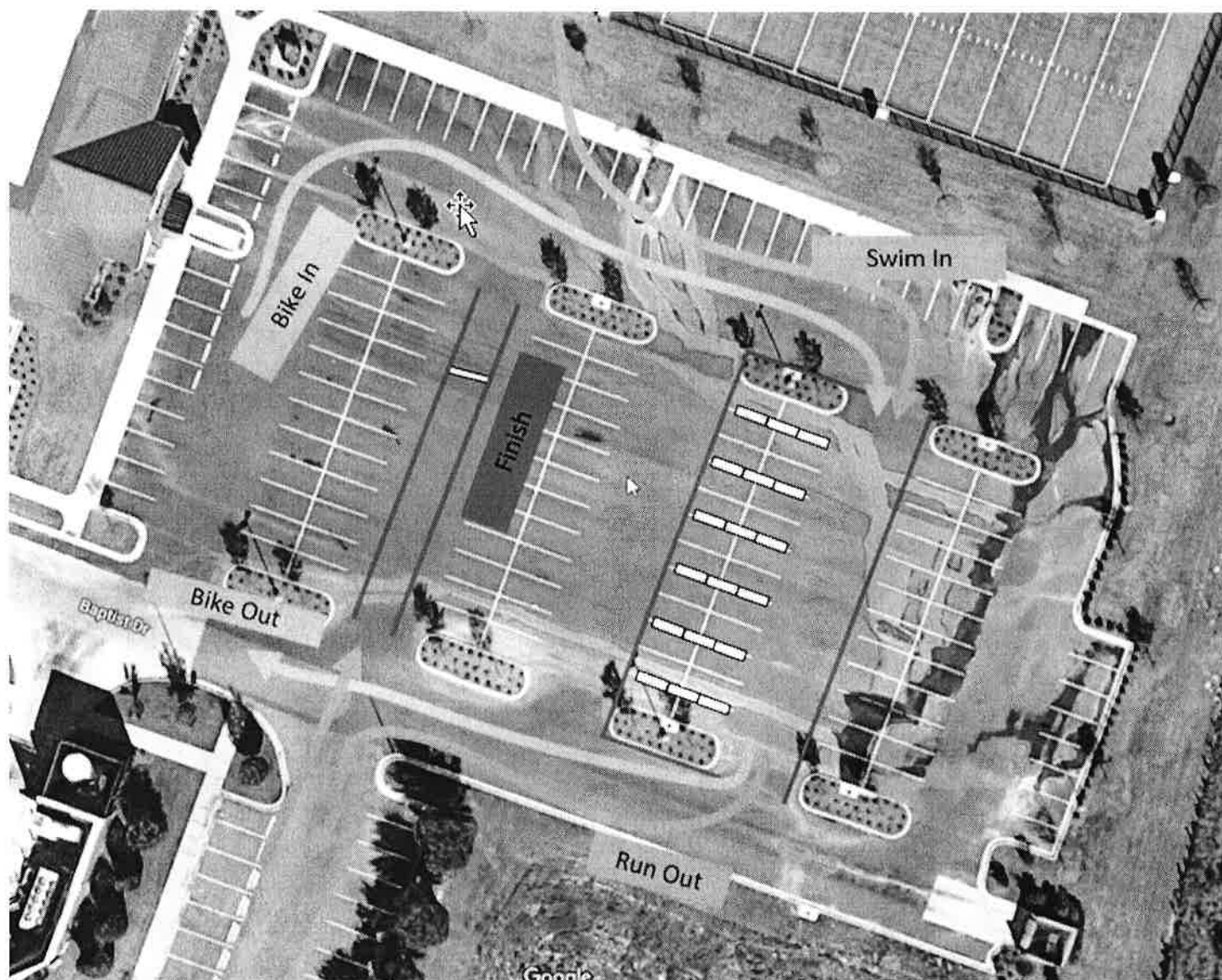
Kid's Run Course Turn by Turn

- Left turn behind Walgreens
- U-turn at Highland Colony Parkway
- Right turn onto Baptist Dr.
- Right turn to go behind Baptist Health Clinic

Digital map located at <http://www.mappedometer.com/?maproute=674165>



Transition Map



Post Assignment

Ella Strong Triathlon

June 22, 2019

Officer	Badge #	Post Assignment	Post #
Finnegan, Jimmy	136	Command	Rover
Davis, Gary	25	Lake Castle/Richardson	1
Rogers, Terry	176	Steed Rd./Richardson Rd.	2
Campbell, Christopher	164	Old Agency Rd/ Greenwood Crossing	3
Myers, James	168	Round-a-bout west side	4
Travis, Kason	178	Round-a-bout east side	5
Berry, Jesse	139	HCP/ Starbucks intersection	6
Jungers, Ryan	146	HCP/ West Parkway PL	7
Minter, Andre	78	HCP/ Steed Rd	8
Andrews, Victor	137	HCP/ Township Ave.	9
Fillingane, Greg	82	HCP/ Colony Park Blvd.	10

The race will begin at 0700 hrs. but the bicyclists are expected to enter the City of Ridgeland's limits at approximately 0730 hrs. or perhaps earlier. The event organizer is Allen Joiner who can be contacted at 601-213-2135 to coordinate the event with him as the triathlon commences.

Officers assigned for traffic control during this event will be required to attend a roll call session beginning at 0630 hours at Ridgeland PD and immediately upon briefing, be on their assigned post no later than 0700 hours.

Officers assigned will wear the special event uniform. Although this event is in daylight hours, it is recommended that officers utilize an orange reflective vest to enhance visibility at intersections. Vehicle assignments will be made at roll call briefing for those officers requiring same. Detail will use Tac 1 radio channel.

ROUTE: The bicyclists will travel south from Madison on Highland Colony to Lake Castle Rd. where they will head west to Richardson Road, where they will take a left and travel south to Steed Rd. where they will take a right on Steed Rd. and travel to Old Agency Rd to the Round-a-Bout to north bound Highland Colony Parkway. The cyclist will continue north on Highland Colony Parkway in the left lane back to the City of Madison.

*This is a timed event and cyclists will be traveling a rate of speed that traffic will have to be held early to ensure participant safety.

Post 1

Officer will work traffic to ensure the cyclists can turn left onto Richardson Rd.

Post 2

Officer will work traffic to ensure cyclists can turn right onto Steed Rd.

Post 3

Officer will work traffic to ensure cyclists have right of way.

Post 4/5

Officers will hold all traffic in the round-a-bout to ensure the cyclist can make it through the round-a-bout as they transition from east to north. Officers will work traffic through the round-a-bout between the cyclists.

Post 6

Officer will hold all cross traffic until cyclists have passed ensuring right of way.

Post 7

Officer will hold all cross traffic until cyclists have passed ensuring right of way.

Post 8

Officer will hold all cross traffic until cyclists have passed ensuring right of way.

Post 9

Officer will hold all cross traffic until cyclists have passed ensuring right of way.

Post 10

Officer will hold all cross traffic until cyclists have passed ensuring right of way.

NAME Mississippi Race Management, LLCACCOUNT NO. 6754535

85-164/653

DATE April 25th 2019PAY TO THE ORDER OF The City of Ridgeland\$ 100.00One Hundred dollars and 00/100DOLLARS  Security features
Detailed on back

CC-110 M 557978

River Hills Bank

Port Gibson, MS - Vicksburg, MS - Madison, MS

FOR Permit fee Ella Strong Triathlon

MP

⑆065301647⑆

⑈754535⑈

NAME Mississippi Race Management, LLCACCOUNT NO. 6754535

85-164/653

DATE April 25th 2019PAY TO THE ORDER OF The City of Ridgeland\$ 1,000.00One Thousand dollars and 00/100DOLLARS  Security features
Detailed on back

CC-110 M 557978

River Hills Bank

Port Gibson, MS - Vicksburg, MS - Madison, MS

FOR Bond deposit Ella Strong Triathlon

MP

⑆065301647⑆

⑈754535⑈



police department

May 28, 2019

TO: Mayor & Board of Aldermen
FROM: John R. Neal, Chief of Police 
SUBJECT: Pitney Bowes Rental Agreement

Please review for approval the attached rental agreement between the City of Ridgeland Police Department and Pitney Bowes. This agreement is for the rental of Pitney Bowes postage machine to be utilized by the Ridgeland Police Department.

Your consideration and approval will be greatly appreciated.

Attachments (1)

CC: Craig Cotten

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

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

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS

(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between City of Ridgeland Police Department (hereinafter referred to as Customer), and PITNEY BOWES (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

Name Sasa Vukicevic
Title RPM
Address 1313 N. Atlantic., STE 3000
City, State, & Zip Code Spokane, WA 99223

For the Customer:

Name
Title
Address
City, State, & Zip Code

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. **RECORD RETENTION AND ACCESS TO RECORDS:** The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. **EXTRAORDINARY CIRCUMSTANCES:** If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. **TERMINATION:** This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or 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 Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. **MODIFICATION OR RENEGOTIATION:** This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. **WARRANTIES:** Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. **E-VERIFY COMPLIANCE:** If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. **HARD DRIVE SECURITY:** Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. **TRANSPARENCY:** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

31. **COMPLIANCE WITH LAWS:** The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _____ day of _____, 20____.

Vendor: Pitney Bowes

By: _____
Authorized Signature

Printed Name: _____

Title: _____

WITNESS:

Witness my signature this the _____ day of _____, 20____.

Customer: _____

By: _____
Authorized Signature

Printed Name: _____

Title: _____

WITNESS:

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200032174

Vendor Company Name: Pitney Bowes

Customer Agency Name: City of Rideland Police Department

Bill to Address: 115 W SCHOOL ST, RIDGELAND, MS, 39157-2706, US

Ship to Address: 115 W SCHOOL ST, RIDGELAND, MS, 39157-2706, US

Description of Equipment, Software, or Services

DM400C Digital Mailing System
21b Integrated Weighing Feature
Barcode Scanner
eReturn Receipt Subscription, USPS Special services Training
USPS Tracking Services Activation

Price

\$202.21/monthly

Delivery Schedule and Installation Date:

Rental Term: (Number of Months) 60 months

Start Date: 6/30/2019

End Date: 7/1/2024

Modifications: Includes Meter Rental, Maintenance and Postage Rates Updates

Please refer to maintenance and software terms and conditions.

Vendor Signature

Customer Signature



police department

May 28, 2019

TO: Mayor & Board of Aldermen

FROM: John R. Neal, Chief of Police

A handwritten signature in black ink, appearing to be "J. Neal", written over the name "John R. Neal" in the "FROM:" line.

SUBJECT: Surplus Property

I am requesting the following Tasers be declared surplus property:

<u>Asset#</u>	<u>Serial Number</u>	<u>Model Number</u>
100-6-1194	X12000VWA	X26P
100-6-1202	X12000W4H	X26P
100-6-1215	X12000YPR	X26P
100-6-1221	X12000YVX	X26P

The above listed Tasers were returned to AXON on April 18, 2019 for repairs. AXON notified that these Tasers were beyond repair and out of warranty. It is recommended that AXON destroy these in-operable Tasers which have no value for training purposes. AXON will send us a certificate of destruction upon their disposal.

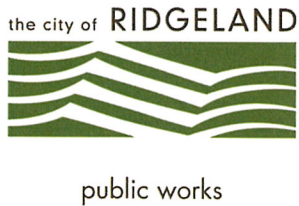
Your consideration and approval of this request will be greatly appreciated.

Attachments (1)

CC: Craig Cotten

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

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



MEMORANDUM

TO: Mayor Gene F. McGee and Board of Aldermen

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

DATE: May 28, 2019

RE: **CONTRACTOR'S ESTIMATE NO. 3**
Simmons Erosion Control, Inc. - Pay Period Ending April 30, 2019
East Jackson Street Multi-Use Path, U.S. Highway 51 to Trace Ridge Drive
Federal Aid Project No. STP-0213-00(031) LPA / 106573-701000
City of Ridgeland, Madison County, Mississippi

We respectfully request the Mayor and Board of Aldermen approve payment in the amount of \$57,722.22 for work completed on the referenced project during the period between April 1, 2019 and April 30, 2019. To date, the Contractor has completed 24% of the work in 34% of the Contract Time. MDOT will reimburse 80% of this payment in the amount of \$46,177.77. Our local matching responsibility remaining for this period's work is \$11,544.44, 20%. We received reimbursement for the federal portion of Contractor Estimates No. 1 in the amount of \$23,157.04. With this payment included, the total unreimbursed federal amount is \$83,607.85.

Upon your approval, the Mayor will need to sign the cover LPA-001 form as our LPA Official. The executed Contractor's Estimate No. 3 Package should be given to Public Works for submitting digitally to the MDOT LPA Invoice Division for reimbursement.

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

Cc: John M. McCollum, Public Works Director

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

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

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

LPA-001 v 1.2

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

STP-0213-00(031)/106573701

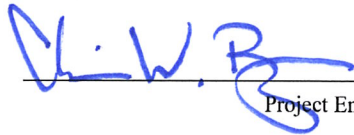
Revised Apr. 02, 2009

Contractor's Estimate - Recap Sheet

Printed: 05/29/2019 09:00 am

Vendor Number	3100034217 0	Completion Date	00/00/0000
Contract ID	LSTP021300031	Time Units / Days to be Allowed	70.00
In Account With	City of Ridgeland P.O. Box 217, Ridgeland, MS, 39158		
FMS Contract Number	OG00001178		
Estimate Number	0003 PROGRESS	Period	04/01/2019 Thru 04/30/2019
Project County: MADISON (45)	Current Period	Previous Estimate	Total Allowed to Date
Project Number: 106573701000 [STP-0213-00(031)/106573701]			
Total Cost (Participating)	\$57,722.22	\$75,733.90	\$133,456.12
Total Cost	\$57,722.22	\$75,733.90	\$133,456.12
Project Total	\$57,722.22	\$75,733.90	\$133,456.12
% Matching Funds Deduction for LPA 20.00000 %	(\$11,544.44)	(\$15,146.78)	(\$26,691.22)
Total Net Amount Owed to LPA	\$46,177.78	\$60,587.12	\$106,764.90
Total Contract Net Work Due	\$46,177.78	\$60,587.12	\$106,764.90
Time Units / Days Used	14.000000	9.750000	23.750000
Contract % Complete (Dollars)	10.47 %	13.73 %	24.20 %
Contract % Elapsed Time	20.000000%	13.930000%	33.930000 %

Quantities Checked
Original Signed
Bryson, Christopher
(15-10)


Project Engineer

LPA Official: _____

Approved: _____

Chief Engineer by _____

Original Signed _____

Lee Frederick, P.E.

LPA Engineer

Completion Date: 00/00/0000

Calendar Days to be Allowed: 70.00

Total Contract Bid Amount: \$551,557.90

Total Contract Current Amount: \$551,557.90

Productive Days to be Allowed: 70.000000

Total Productive Days Assessed: 23.750000

Contract % Elapsed Time (Productive Days): 33.930000 %

Progress of Project: -9.730000%

CAD002 v 1.6

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

STP-0213-00(031)/106573701

Revised Oct. 10, 2008

Contractor's Estimate - Detail Sheet

Printed: 05/29/2019

Vendor Number			3100034217 0				Date Let		08/22/2018		MPC	Not Found
Contract ID			LSTP021300031				Award Date		11/06/2018			
In Account With			City of Ridgeland P.O. Box 217, Ridgeland, MS, 39158									
Surety			Default Surety For LPA Contract									
FMS CC Number			OG00001178									
Estimate Number			0003 PROGRESS				Period		04/01/2019 Thru 04/30/2019			
Project Number			106573701000 STP-0213-00(031)/106573701 MADISON (45)						Category		Roadway	
	Line No	Item Number	AC	Item	Total Quantities			Unit	Unit Price	Amount		
					Contract Qty	Current	Allowed-to-Date			Current	Allowed-to-Date	
1	0010	201-A001		Clearing and Grubbing	1.000	0.000	0.900	LS	10,000.00	0.00	9,000.00	
1	0020	202-B007		Removal of Asphalt Pavement, All Depths	895.000	0.000	0.000	SY	20.00	0.00	0.00	
1	0030	202-B081		Removal of Concrete Sidewalks & Driveways, All Depths	82.000	82.000	82.000	SY	30.00	2,460.00	2,460.00	
1	0040	202-B088		Removal of Curb & Gutter, All Types	163.000	0.000	0.000	LF	15.00	0.00	0.00	
1	0050	202-B165		Removal of Inlets, All Sizes	1.000	0.000	1.000	EA	1,100.00	0.00	1,100.00	
1	0060	202-B191		Removal of Pipe, 8" And Above	16.000	0.000	48.000	LF	25.00	0.00	1,200.00	
1	0070	202-B057		Removal of Concrete Junction Box, Manhole and Inlet, All Siz es	1.000	0.000	1.000	EA	1,000.00	0.00	1,000.00	
1	0080	203-A001	E	Unclassified Excavation, FM, AH	270.000	57.230	64.230	CY	18.50	1,058.76	1,188.26	
1	0090	203-EX041	E	Borrow Excavation, AH, LVM, Class B9-6	300.000	56.000	161.600	CY	30.00	1,680.00	4,848.00	
1	0100	203-G002	E	Excess Excavation, LVM, AH	50.000	0.000	30.000	CY	30.00	0.00	900.00	
1	0110	206-A001	S	Structure Excavation	81.000	0.000	78.000	CY	30.00	0.00	2,340.00	
1	0120	211-A001		Topsoil for Slope Treatment, From Right-of-Way	1,493.000	0.000	0.000	SY	4.50	0.00	0.00	
1	0130	216-A001		Solid Sodding	1,493.000	0.000	0.000	SY	6.00	0.00	0.00	
1	0140	219-A001		Watering	60.000	0.000	0.000	KGAL	20.00	0.00	0.00	
1	0150	225-A001		Grassing	1.000	0.000	0.000	ACRE	2,800.00	0.00	0.00	
1	0160	225-B001		Agricultural Limestone	1.000	0.000	0.000	TON	200.00	0.00	0.00	
1	0170	225-C001		Mulch, Vegetative Mulch	1.000	0.000	0.000	TON	260.00	0.00	0.00	
1	0180	234-A001		Temporary Silt Fence	2,213.000	600.000	600.000	LF	3.00	1,800.00	1,800.00	
1	0190	237-A001		Wattles, 12"	620.000	360.000	420.000	LF	6.50	2,340.00	2,730.00	
1	0200	304-F002	GT	Size 610 Crushed Stone Base	480.000	96.720	96.720	TON	68.00	6,576.96	6,576.96	
1	0210	307-S001	A3	Bituminous Curing Seal	574.000	0.000	0.000	GAL	6.50	0.00	0.00	
1	0220	403-A006	BA1	19-mm, ST, Asphalt Pavement	320.000	0.000	0.000	TON	162.35	0.00	0.00	
1	0230	403-A015	BA1	9.5-mm, ST, Asphalt Pavement	160.000	0.000	0.000	TON	178.00	0.00	0.00	

	Line No	Item Number	AC	Item	Total Quantities			Unit	Unit Price	Amount	
					Contract Qty	Current	Allowed-to-Date			Current	Allowed-to-Date
1	0240	407-A001	A2	Asphalt for Tack Coat	485.000	0.000	0.000	GAL	6.50	0.00	0.00
1	0250	503-C010		Saw Cut, Full Depth	1,378.000	0.000	543.000	LF	13.00	0.00	7,059.00
1	0260	601-B001	S	Class "B" Structural Concrete, Minor Structures	6.000	0.000	4.956	CY	1,825.00	0.00	9,044.70
1	0270	221-A001	S	Concrete Paved Ditch	3.000	0.000	0.000	CY	1,320.00	0.00	0.00
1	0280	602-A001	S	Reinforcing Steel	440.000	0.000	290.000	LBS	3.35	0.00	971.50
1	0290	604-B001		Gratings	1,000.000	0.000	750.000	LBS	3.25	0.00	2,437.50
1	0300	907-608-D003	S	Stamped and Colored Concrete Sidewalk	133.000	0.000	0.000	SY	110.00	0.00	0.00
1	0310	609-D001	S	Combination Concrete Curb and Gutter Type 1	692.000	0.000	0.000	LF	34.00	0.00	0.00
1	0320	608-C001		Detectable Warning Panels	160.000	0.000	0.000	SF	25.00	0.00	0.00
1	0330	614-B001	S	Concrete Driveway, With Reinforcement	224.000	0.000	0.000	SY	83.35	0.00	0.00
1	0340	809-A002	S	Retaining Wall System, Gravity Type	171.000	0.000	0.000	SF	50.00	0.00	0.00
1	0350	809-A003	S	Retaining Wall System, Mechanically Stabilized	520.000	752.000	752.000	SF	52.00	39,104.00	39,104.00
1	0360	603-A038	S	6" Steel Pipe, Wall Thickness 0.134"	30.000	0.000	0.000	LF	52.00	0.00	0.00
1	0370	603-CA003	S	15" Reinforced Concrete Pipe, Class III	80.000	0.000	64.000	LF	40.00	0.00	2,560.00
1	0380	603-CA011	S	18" Reinforced Concrete Pipe, Class III	16.000	0.000	8.000	LF	80.00	0.00	640.00
1	0390	907-258-PP004		Bollard, Per Plans	24.000	0.000	0.000	EA	400.00	0.00	0.00
1	0400	907-607-PP003		Fencing, Per Plans	875.000	0.000	0.000	LF	100.00	0.00	0.00
1	0410	613-D005		Adjustment of Manhole	1.000	0.000	0.000	EA	1,800.00	0.00	0.00
1	0420	613-D009		Adjustment of Utility Appurtenance	1.000	0.000	0.000	EA	325.00	0.00	0.00
1	0430	613-D010		Adjustment of Water Meter	3.000	0.000	0.000	EA	325.00	0.00	0.00
1	0440	613-D011		Adjustment of Water Valve	1.000	0.000	0.000	EA	325.00	0.00	0.00
1	0460	619-D1001		Standard Roadside Construction Signs, Less than 10 Square Feet	27.000	0.000	27.000	SF	10.50	0.00	283.50
1	0470	619-D2001		Standard Roadside Construction Signs, 10 Square Feet or More	144.000	0.000	144.000	SF	10.50	0.00	1,512.00
1	0480	619-G4008		Barricades, Type III, Single Faced, Red/White	120.000	0.000	120.000	LF	21.00	0.00	2,520.00
1	0490	619-G5001		Free Standing Plastic Drums	35.000	0.000	35.000	EA	60.00	0.00	2,100.00
1	0510	907-626-G002		Thermoplastic Detail Stripe, Yellow, 4" Equivalent Length	520.000	0.000	0.000	LF	13.00	0.00	0.00
1	0520	907-626-H005		Thermoplastic Legend, White, 4" Equivalent Length	136.000	0.000	0.000	SF	32.50	0.00	0.00
1	0530	630-A001		Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness	64.000	0.000	0.000	SF	32.50	0.00	0.00
1	0540	630-K002		Welded & Seamless Steel Pipe Posts, 3"	132.000	0.000	0.000	LF	105.00	0.00	0.00
Total Roadway Items										55,019.72	103,375.42

Total Participating Direct Items									55,019.72	103,375.42	
Total Non-Participating Direct Items									0.00	0.00	
Total Direct Items on Contract = 478,057.90					Total Direct Items				55,019.72	103,375.42	
Dependent Items											
Part	Line No	Item Number	AC	Item	Total Quantities			Unit	Unit Price	Amount	
					Contract Qty	Current	Allowed-to-Date			Current	Allowed-to-Date
1	0450	618-A001		Maintenance of Traffic	1.000000	0.1150	0.2162	LS	23,500.00	2,702.50	5,080.70
1	0500	620-A001		Mobilization	1.000000	0.0000	0.5000	LS	50,000.00	0.00	25,000.00
Total Participating Dependent Items									2,702.50	30,080.70	
Total Non-Participating Dependent Items									0.00	0.00	
Total Dependent Items									2,702.50	30,080.70	
Total Project Participating Construction Items									57,722.22	133,456.12	
Total Project Non-Participating Construction Items									0.00	0.00	
Total Project Construction Items									57,722.22	133,456.12	
Stockpiled Material Adjustments											
	Line No	Item Number	Item Description			Adjustment Description			Current	Allowed-to-Date	
Total Participating Stockpiled Material Adjustments									0.00	0.00	
Total Participating Costs (on CAD001)									57,722.22	133,456.12	
Total Non-Participating Costs (on CAD001)									0.00	0.00	
Project: 106573701000 STP-0213-00(031)/106573701					Total Costs (on CAD001)				57,722.22	133,456.12	
Fuel And Material Adjustments											
	Line No	Item Number	Item Description			Adjustment Description		Price Difference	Current	Allowed-to-Date	
Total Participating Fuel And Material Adjustments									0.00	0.00	
Total Non-Participating Fuel And Material Adjustments									0.00	0.00	
Total Fuel And Material Adjustments									0.00	0.00	
Total Construction Cost on Contract = 551,557.90					Total Contract Net Work Due (on CAD001)				57,722.22	133,456.12	

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ASSESSMENT REPORT FOR AVAILABLE WORKING DAYS

Date: 5/28/2019
Project No: STP-0213-00(031)/106573701
County: MADISON (45)
PERIOD 4/1/2019 To 4/30/2019

April	1	1	17	1
Month	2	1	18	1
	3	1	19	0
	4	0	20	0
	5	0	21	0
	6	0	22	1
	7	0	23	1
	8	0	24	1
	9	0	25	0
	10	1	26	1
	11	1	27	0
	12	0	28	0
	13	0	29	1
	14	0	30	0
	15	1	31	
	16	1		

TOTAL WORKING DAYS ASSESSED DURING THIS PERIOD

14

TOTAL WORKING DAYS PREVIOUSLY ASSESSED

9.75

TOTAL WORKING DAYS ASSESSED

23.75

TOTAL WORKING DAYS ALLOWED

70

PERCENT COMPLETE

33.93 %


Project Engineer

Original: Contractor
Copies: Project File
District Engineer

FOR CONTRACTOR USE

Contractor's Signature

I ☐ Agree / ☐ Disagree with the working days assessed during this period. If disagree is marked, please provide a written explanation.

The Contractor shall sign, mark appropriate box above, and return the original to the Project Engineer with a copy to MDOT Construction Division, 401 North West Street, Jackson, MS 39201.



public works

MEMORANDUM

TO: Mayor Gene F. McGee and Board of Aldermen

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

DATE: May 29, 2019

RE: **PROJECT ACTIVATION REQUEST**
2019 JACKSON MPO TRANSPORTATION ALTERNATIVES (TA) PROJECT
McClellan Drive Multi-Use Path Extension Project

We request the Mayor and Board of Aldermen consider the attached Project Activation Request for approval. On May 8, 2019 we received a notice from the Jackson Metropolitan Planning Organization (MPO) Transportation Alternatives (TA) Program that our McClellan Drive Multi-Use Path Extension Project Application was awarded \$480,856.00 in Federal TA funding which would fund 80% of the construction phase of the project. The remaining \$120,214.00, 20%, of the construction phase of the project would be provided by the City of Ridgeland. These funds have an obligation deadline of June 1, 2020 which means that MDOT Authority to Advertise for construction bids must be obtained prior to this date or there is risk of possible funding rescission.

The preliminary project costs that are not eligible for Federal funding participation are estimated to be \$72,000.00 and include environmental study fees, preliminary engineering and surveying fees, and legal fees. There are no funds budgeted for these preliminary project costs in the FY2019 Budget. Upon project activation, we will need to begin contract negotiations for preliminary engineering services to expedite design work so the project is ready for advertisement before the funding obligation deadline. A budget amendment will be required in order to approve a contract for these preliminary engineering services.

On March 19, 2019, the Board approved a resolution that authorized making a written application to the Jackson MPO Transportation Alternatives Program to request \$480,856.00 in Federal TA funding and also agreeing to provide local matching funds in the amount of \$120,214.00 if the project was selected. This project application consists of installing a 0.3-mile long, 10-foot wide, paved multi-use path along McClellan Drive to extend the recently completed path from Ridgeland Tennis Center to the proposed east parking lot of Wolcott Park. The total estimated cost of this project is \$673,070.00.

Upon your approval, the Mayor will need to sign the attached project activation request letter so the project activation package can be submitted to MDOT. Should the Board deny the project activation we will submit a letter to the Jackson MPO to reject the federal funds.

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

Cc: John M. McCollum, Public Works Director

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

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

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



public works

June 5, 2019

Mr. Robbie Pierce, P.E.
MDOT District 5 LPA Coordinator
MDOT – District 5 Office
P.O. Box 90
Newton, MS 39345

RE: PROJECT ACTIVATION REQUEST
2019 JACKSON MPO TRANSPORTATION ALTERNATIVES (TA) PROJECT
McClellan Drive Multi-Use Path Extension Project
City of Ridgeland, Madison County, Mississippi

Dear Robbie,

On behalf of the City of Ridgeland we are submitting with this letter our Project Activation Request for \$480,856.00 in Federal STBG funding awarded for building the McClellan Drive multi-use path extension project. Enclosed are the following items required for activation of the above referenced project:

- ☐ Project Location Maps
- ☐ MPO Funding Award Letter
- ☐ Board Meeting Minutes
- ☐ Board Resolution
- ☐ City of Ridgeland FY2017 Comprehensive Annual Financial Report
- ☐ LPA Training Certificates
- ☐ Chief LPA Official: Gene F. McGee, Mayor, 601-856-7113, mayor.mcgee@ridgelandms.org
- ☐ LPA Project Director: John M. McCollum, Public Works Director, 601-853-2027, mike.mccollum@ridgelandms.org

Should you have any questions or require additional information when reviewing our project activation request, please contact Mike McCollum or Chris Bryson at (601) 853-2027 for assistance. We appreciate your assistance in the administration of this project.

Sincerely,

Gene F. McGee
Mayor
City of Ridgeland
Attachments

c: Mike McCollum, Public Works Director, City of Ridgeland
Paula Tierce, City Clerk, City of Ridgeland
Christopher W. Bryson, City Engineer, City of Ridgeland
Lee Frederick, P.E., MDOT, State LPA Engineer
Michael Monk, CMPDD, Chief Executive Officer

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

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

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



CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT

1170 Lakeland Drive • P.O. Box 4935 • Jackson, Mississippi 39296-4935 • (601) 981-1511 • Fax: (601) 981-1515

Les Childress, President
Isla Tullos, Vice President
William Banks, Secretary-Treasurer
Michael Monk, Chief Executive Officer

May 8, 2019

The Honorable Gene McGee
Mayor of Ridgeland
P.O. Box 217
Ridgeland, MS 39158

Dear Mayor McGee:

It is my honor to inform you on May 8, 2019, the Metropolitan Planning Organization (MPO) for the Jackson Urbanized Area approved a commitment of Federal Transportation Alternatives (TA) funds to the City of Ridgeland for the project identified in the table below. We would like to congratulate you on your project being selected.

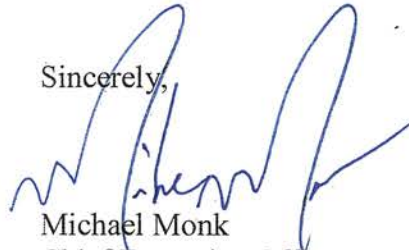
As you are aware, the Fixing America's Surface Transportation (FAST) act included a rescission of TA funds. Due to this fact each project receiving a commitment of TA funding must meet an obligation deadline of June 1, 2020 or risk loss of funding to implement the approved project. Should Congress end the rescission, the MPO will provide an updated timeline for each project receiving a commitment of TA funding following established project management timelines outlined in the MPO's Prospectus. The project schedule for the project recently awarded TA funds by the Jackson MPO to the City of Ridgeland is outlined below:

Project Name:	McClellan Dr. Multi-Use Path	
Project Type:	Transportation Alternatives	
Jurisdiction:	City of Ridgeland	
Committed TA Funds:	\$480,856	
Local Match:	\$120,214	
TA Funds Committed:	May 8, 2019	
Allocated Timeframe:	Obligated by June 1, 2020	
<i>Project Phase</i>		<i>Completion Date</i>
Project Commitment Meeting		May 10, 2019
PS&E Approved (Project Obligated)		June 1, 2020

Mayor McGee
May 8, 2019
Page 2 of 2

Again, congratulations on receiving this commitment of Federal TA funds. As the MPO staff, we look forward to working with you to complete this much needed project. If you have any questions regarding the commitment of TA funds to this project or the project's timeline for completion please don't hesitate to contact our office.

Sincerely,



Michael Monk
Chief Executive Officer

MM:sb

cc: Mike McCollum

**MEETING OF THE
MAYOR AND BOARD OF ALDERMAN OF THE
CITY OF RIDGELAND, MISSISSIPPI
March 19, 2019
6:00 PM**

The Mayor opened the March 19, 2019 meeting of the Mayor and Board of Aldermen to order. Present were Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman Brian Ramsey, Alderman D.I. Smith, Alderman Bill Lee, City Attorney Jerry Mills, City Attorney John Scanlon, and City Clerk Paula Tierce. The meeting was opened with an invocation by Mayor Gene McGee followed by the pledge of allegiance.

The Mayor and Board of Aldermen were provided with a copy of the February 2019 Financial Statement and the March 2019 Sales Tax Report.

Next came the recognition of Officer Patrick Craig for being selected Officer of the Month for February, 2019. Mayor McGee stated that Officer Patrick Craig serves as a Task Officer with the U. S. Marshalls Fugitive Task Force and has been an extraordinary asset for the Ridgeland Police Department. Officer Craig and his team serves the majority of Ridgeland's high risk warrants on suspects, some of which are considered armed and dangerous. During the month of February, 2019, Officer Craig apprehended an individual who had burglarized a maintenance building on two separate occasions at a local apartment complex as well as two felons wanted in connection with a home invasion style robbery that occurred at another local apartment complex. Officer Craig effectively pursued all leads until apprehension was attained on all three suspects. Officer Craig's relentless effort displays the dedication he has to his profession and commitment to his current assignment with the U. S. Marshalls Fugitive Task Force. Mayor McGee thanked Officer Craig for his hard work and dedication to not only the U. S. Marshalls Fugitive Task Force, but keeping the residents of Ridgeland safe.

Next came the matter of accepting the Minutes of the March 4, 2019 Work Session and the March 5, 2019 Board of Aldermen meeting. The Minutes were accepted with no corrections noted.

(Alderman Brian Ramsey departed the meeting and completely recused himself.)

Next came the consideration of a Special Event Permit submitted by the Alzheimer's Mississippi, Inc. for the Run Now Wine Later 5K. Alderman Chuck Gautier moved to approve. The Motion was seconded by Alderman D. I. Smith and a vote was taken thereon as follows:

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

Nay(s): None

Absent: Alderman Brian Ramsey

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

(Alderman Brian Ramsey rejoined the meeting.)

Next came the consideration of the Intent Resolution for Issuance of Bonds. Alderman Chuck Gautier moved to approve. The Motion was seconded by Alderman Wesley Hamlin and a vote was taken thereon as follows:

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

Nay(s): None

Abstention(s): None

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

Next came the consideration of the Engagement Resolution for Professional Services. Alderman Ken Heard moved to approve. The Motion was seconded by Alderman Bill Lee and a vote was taken thereon as follows:

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

Nay(s): None

Abstention(s): None

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

Next came the consideration of the items set out on the Consent Agenda. Alderman Kevin Holder moved to approve the Consent Agenda:

a) - Approve abandonment of a Restrictive Covenant for Lot 5 and 6 of I-55 Trace Industrial Park filed in Madison County Book 2241 Page 0825 - Lissa Sahler (Was filed in 2007 in order to obtain approval for "Direct Buy" to construct a building, which never happened) - Order Attached Hereto As Exhibit "D"

b) - Approve Resolution Declaring April 8 - 12, 2019 National Library Week in the City of Ridgeland - Resolution Attached Hereto As Exhibit "E"

c) - Authority to Advertise for Bids for Freedom Ridge Park Improvements (Synthetic Turf & Drainage) - Order Attached Hereto As Exhibit "F"

d) - Approve Phillip McDade Contract for Wolcott Park Parking Lot - Order Attached Hereto As Exhibit "G"

e) - Approve East Jackson Street Multi-Use Path Contractor Pay Estimate #1 - Order Attached Hereto As Exhibit "H"

- f) - Approve Lake Harbour Drive Extension Phase "A" CN Railroad Box Culvert Replacement CE&I Pay Estimate #1 - Order Attached Hereto As Exhibit "I"*
- g) - Approve Memorandum of Agreement between City of Ridgeland and MDOT for Signals on Highland Colony Parkway at Renaissance STP-7354-00 - Order Attached Hereto As Exhibit "J"*
- h) - Approve Memorandum of Agreement between City of Ridgeland and MDOT for Traffic Signal Safety Improvements throughout Ridgeland - Order Attached Hereto As Exhibit "K"*
- i) - Receive Training Reimbursement for Ridgeland Police Department and Budget Amendment - Order Attached Hereto As Exhibit "L"*
- j) - Approve Special Event Permit for Ridgeland Parks and Recreation - Kid Fest - Order Attached Hereto As Exhibit "M"*
- k) - Approve Special Event Permit for Ridgeland Parks and Recreation - Natchez Trace Century Ride - Order Attached Hereto As Exhibit "N"*
- l) - Approve Special Event Permit for Ridgeland Parks and Recreation - Heatwave Classic Triathlon - Order Attached Hereto As Exhibit "O"*
- m) - Approve Special Event Permit for Ridgeland Parks and Recreation - Ride of Silence - Order Attached Hereto As Exhibit "P"*
- n) - Approve Special Event Permit for Ridgeland Tourism Commission - Fine Arts Festival/Bike Ride - Order Attached Hereto As Exhibit "Q"*
- o) - Approve Special Event Permit for Southern AgCredit - Customer Appreciation Crawfish Boil - Order Attached Hereto As Exhibit "R"*
- p) - Approve Special Event Permit for The Word Center Church - Church Picnic (Party in the Park) - Order Attached Hereto As Exhibit "S"*
- q) - Approve \$34.58 Sewer Adjustment for Account 02-1430-02 - Order Attached Hereto As Exhibit "T"*
- r) - Receive February 2019 Privilege License Report - Order Attached Hereto As Exhibit "U"*
- s) - Approve Transfer of \$7,313 from 001-092-625 to 001-92-730 for Purchase of Air Unit for City Hall - Resolution Attached Hereto As Exhibit "V"*
- t) - Approve Amendment to Agreement Between CivicClerk and the City of Ridgeland - Order Attached Hereto As Exhibit "W"*
- u) - Approve City Clerk, Paula Tierce, Attending IIMC Conference in Birmingham, AL May 17 - May 22, 2019 - Order Attached Hereto As Exhibit "X"*

Alderman Chuck Gautier seconded the motion and a vote was taken thereon as follows:

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

The Mayor then declared the Motion carried.

Next came the consideration of Copper Ridge Connector Multi-Use Path Project Application and Resolution with Jackson MPO and Mississippi Wildlife Fisheries and Parks. Alderman Chuck Gautier moved to approve. The Motion was seconded by Alderman Bill Lee and a vote was taken thereon as follows:

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

Nay(s): None

Abstention(s): None

The Mayor then declared the Motion carried. A copy of the Project Application and Resolution are attached hereto as Exhibit "Y".

Next came the consideration of the McClellan Drive Multi-Use Path Extension Project Application and Resolution with Jackson MPO Transportation Alternatives Program. Alderman Chuck Gautier moved to approve. The Motion was seconded by Alderman Bill Lee and a vote was taken thereon as follows:

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

Nay(s): None

Abstention(s): None

The Mayor then declared the Motion carried. A copy of the Application and Resolution are attached hereto as Exhibit "Z".

Next came the payment of claims 152318 - 152621 and the March 15, 2019 Payroll. Alderman Wesley Hamlin moved to approve. The Motion was seconded by Alderman Chuck Gautier and a vote was taken thereon as follows:

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

Nay(s): None

Abstention(s): None

The Mayor then declared the Motion carried.

There being no further business before the Board of Aldermen, the Mayor adjourned the meeting at 6:13 p.m.

WITNESS MY SIGNATURE, this the 20th day of March, 2019.



GENE F. MCGEE, MAYOR

ATTEST:



PAULA TIERCE, CITY CLERK



2019-000539

ATTACHMENT A

WHEREAS, Transportation Alternatives (TA) funds have been made available for transportation improvements within the Jackson Urbanized Area; and

WHEREAS, CITY OF RIDGELAND Name of local entity (municipality or county) has selected a project to submit to the Jackson Metropolitan Planning Organization (MPO) for consideration for funding; and

WHEREAS, the selected project includes McClellan Drive Multi-Use Path Extension Brief project description
installation of a 0.3-mile long, 10-foot wide, paved multi-use path from Ridgeland Tennis Center to Wolcott Park

WHEREAS, CITY OF RIDGELAND Name of local entity (municipality or county) hereby requests Federal TA funding from the Jackson MPO in the amount of \$480,856.00 \$ Amount of requested TA funding; and

WHEREAS, CITY OF RIDGELAND Name of local entity (municipality or county) agrees to provide local matching funds for the project in the amount of \$120,214.00 \$ Amount of local match. The local entity agrees to provide said matching funds in a timely manner.

NOW, THEREFORE, BE IT RESOLVED: CITY OF RIDGELAND Name of local entity (municipality or county) acknowledges if said project is selected for funding through the MPO selection process said project is subject to all applicable Federal and State laws and regulations regarding TA funding, as well as subject to the rules and procedures established by the Jackson MPO regarding approved TA projects.

Mayor Gene F. McGee

Print Name (Chief Elected Official or Board President)

Gene F. McGee

Signature (Chief Elected Official or Board President)

ATTEST:

[Signature]
Signature (City Clerk/Board Attorney/or County Administrator)



3/20/19
Date

EXHIBIT "Z"

JACKSON MPO TA FUNDING APPLICATION					
OPINION OF PROBABLE COST					
McCLELLAN DRIVE MULTI-USE PATH EXTENSION					
Ridgeland Tennis Center to Wolcott Park East Parking Lot					
CITY OF RIDGELAND, MISSISSIPPI					
March 2019					
SCOPE OF WORK: Construction of a 10-foot wide, 0.3-mile long, asphalt paved multi-use path, including subgrade preparation, drainage improvements and/or crossings, fence replacement, and re-establish roadside turf with solid sod					
		BEGIN	DURATION	END	
PROJECT APPLICATION DUE		March 29, 2019	0	March 29, 2019	
FUNDING AWARD		May 10, 2019	0	May 10, 2019	
PROJECT ACTIVATION		May 10, 2019	30	June 9, 2019	
PRELIMINARY DESIGN		June 9, 2019	30	July 9, 2019	
ENVIRONMENTAL		June 9, 2019	30	July 9, 2019	
RIGHT-OF-WAY		June 9, 2019	0	June 9, 2019	
UTILITY RELOCATION		June 9, 2019	30	July 9, 2019	
FINAL DESIGN		July 9, 2019	30	August 8, 2019	
BID PHASE		August 8, 2019	60	November 6, 2019	
FUNDING OBLIGATION DEADLINE				June 30, 2020	
CONSTRUCTION		November 6, 2019	220	June 13, 2020	
TOTAL COST				\$ 673,070.00	
Environmental				\$ 5,000.00	
Preliminary Engineering & Surveying				\$ 65,000.00	
Legal & Right-of-Way				\$ 2,000.00	
Construction Engineering, 5%				\$ 26,000.00	
Testing Costs, 5%				\$ 26,000.00	
Construction Contingency, 5%				\$ 26,000.00	
Base Bid Construction Subtotal				\$ 523,070.00	
ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ESTIMATED UNIT COST	ESTIMATED TOTAL COST
ROADSIDE REMOVAL 2%					
201-A001	CLEARING AND GRUBBING	LS	1	5,000.0	5,000.0
202-B005	REMOVAL OF PAVEMENT, ALL DEPTHS	SY	160	15.0	2,400.0
202-B095	REMOVAL OF CONCRETE SIDEWALKS & DRIVEWAY, ALL DEPTHS	SY	20	30.0	600.0
	REMOVAL OF FENCING, ALL TYPES	LF	1000	7.0	7,000.0
EARTHWORK 14%					
203-A003	UNCLASSIFIED EXCAVATION, FM, AH	CY	600	20.0	12,000.0
203-EX040	BORROW EXCAVATION, AH, LVM, Class B9-6	CY	2,000	30.0	60,000.0
ROADSIDE DEVELOPMENT 15%					
212-B001	STANDARD GROUND PREPARATION	SY	4,000	1.5	6,000.0
907-216-B004	SOLID SODDING, BERMUDA	SY	4,000	8.0	32,000.0
219-A001	WATERING	KGAL	80	20.0	1,600.0
	LANDSCAPING	LS	1	25,000.0	25,000.0
234-A001	TEMPORARY SILT FENCE	LF	3,500	3.0	10,500.0
907-237-A002	WATTLES, 12"	LF	200	6.0	1,200.0
BASE 15%					
907-304-F002	SIZE 610 CRUSHED STONE BASE	TON	1000	70.0	70,000.0
907-307-S001	BITUMINOUS CURING SEAL	GAL	800	10.0	8,000.0
BITUMINOUS PAVING 21%					
907-403-A019	19-mm mixture, ST, ASPHALT	TON	500	130.0	65,000.0
907-403-A017	9.5-mm mixture, ST, ASPHALT	TON	250	175.0	43,750.0
CONCRETE 1%					
503-C007	SAW CUT, FULL DEPTH	LF	250	20.0	5,000.0
614-B001	CONCRETE DRIVEWAY, WITH REINFORCEMENT	SY	20	100.0	2,000.0
DRAINAGE 5%					
603-CA001	18" REINFORCED CONCRETE PIPE, CLASS III	LF	168	65.0	10,920.0
601-B001	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	CY	4	2,000.0	7,000.0
602-A001	REINFORCING STEEL	LBS	350	2.0	700.0
604-B001	GRATINGS	LBS	1000	5.0	5,000.0
INCIDENTAL CONSTRUCTION 14%					
907-258-PP016	BOLLARDS	EA	9	500.0	4,500.0
907-607-AA001	ORNAMENTAL IRON FENCE	LF	1000	70.0	70,000.0
TRAFFIC CONTROL 14%					
907-618-A001	MAINTENANCE OF TRAFFIC	LS	1	33,000.0	33,000.0
619-D1001	STANDARD ROADSIDE CONSTRUCTION SIGNS, LESS THAN 10 SQUARE FEET	SF	15	8.0	120.0
619-D2001	STANDARD ROADSIDE CONSTRUCTION SIGNS, 10 SQUARE FEET OR MORE	SF	60	8.0	480.0
619-G4001	BARRICADES, TYPE III, SINGLE FACED	LF	120	15.0	1,800.0
619-G5001	FREE STANDING PLASTIC DRUMS	EA	50	50.0	2,500.0
620-A001	MOBILIZATION	LS	1	35,000.0	35,000.0
PAVEMENT MARKING & TRAFFIC SIGNS 0%					
907-626-G003	THERMOPLASTIC DETAIL STRIPE, YELLOW, 4" EQUIVALENT	LF	200	2.0	400.0
907-626-H005	THERMOPLASTIC LEGEND, WHITE	SF	40	5.0	200.0
630-A001	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS	SF	40	20.0	800.0
630-K001	WELDED & SEAMLESS STEEL PIPE POSTS, 3"	LF	120	5.0	600.0
TOTAL BASE BID				\$ 523,070.00	



JACKSON MPO TA FUNDING APPLICATION

OPINION OF PROBABLE COST

McCLELLAN DRIVE MULTI-USE PATH EXTENSION
Ridgeland Tennis Center to Wolcott Park East Parking Lot
CITY OF RIDGELAND, MISSISSIPPI
March 2019

SCOPE OF WORK: Construction of a 10-foot wide, 0.3-mile long, asphalt paved multi-use path, including subgrade preparation, drainage improvements and/or crossings, fence replacement, and re-establish roadside turf with solid sod



	BEGIN	DURATION	END
PROJECT APPLICATION DUE	March 29, 2019	0	March 29, 2019
FUNDING AWARD	May 10, 2019	0	May 10, 2019
PROJECT ACTIVATION	May 10, 2019	30	June 9, 2019
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TOTAL COST		\$ 673,070.00	
Environmental		\$ 5,000.00	
Preliminary Engineering & Surveying		\$ 65,000.00	
Legal & Right-of-Way		\$ 2,000.00	
Construction Engineering, 5%		\$ 26,000.00	
Testing Costs, 5%		\$ 26,000.00	
Construction Contingency, 5%		\$ 26,000.00	
Base Bid Construction Subtotal		\$ 523,070.00	





public works

MEMORANDUM

TO: Mayor Gene F. McGee and Board of Aldermen

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

DATE: May 29, 2019

RE: Entergy Street Light Proposals
Colony Park Boulevard Roadway Lighting
Highland Colony Parkway to U.S. Highway 51

We respectfully request the Mayor and Board of Aldermen review the attached proposals from Entergy for roadway lighting along Colony Park Boulevard, and select the preferred street light fixture for this corridor. The two street light fixtures proposed are LED Acorn Post Top Luminaires and LED Cobra Luminaires. The roadway lighting designs and cost proposals were prepared by Entergy. Entergy would be responsible for the installation and maintenance of the proposed street lights. The City of Ridgeland would be responsible paying the reoccurring lease fees for the lights under the City's street lighting account with Entergy. The attached cost proposals list the monthly reoccurring fees associated with the proposed roadway lighting for each segment of Colony Park Boulevard. The two roadway lighting designs and cost proposals were divided into 3 roadway segments, 1-Highland Colony Parkway to I-55 West Frontage Road, 2-I-55 East Frontage Road to Sunnybrook Road; and, 3-Sunnybrook Road to U.S. Highway 51. The table below provides a brief summary of the two roadway lighting design options:

	LED Acorn Post Top Luminaires	LED Cobra Luminaires
Total Annual Cost	\$90,312.72	\$56,427.72
# of Poles	96	42
# of Fixtures	96	84
Proposed Illuminance	0.50 footcandles	1.01 footcandles

The attached roadway lighting layouts contain a table of recommended values for roadway illuminance based on the Illuminating Engineering Society (IES) of North America, Recommended Practice 8, Roadway Lighting (ANSI-IES RP-8-00). Within this table, Colony Park Boulevard is classified as a "major road" with "medium pedestrian conflict area" and "R4 pavement classification" which provides a recommended value of 1.1 footcandles for the minimum average roadway illuminance.

Upon your approval and design selection, we will sign the appropriate Entergy Leased Lighting Agreement and submit to Entergy for the lighting to be installed.

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

Cc: John M. McCollum, Public Works Director

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

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

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

Entergy Mississippi LLC
Prepared for : City of Ridgeland
Colony Park Blvd = LED Acorn HCP to Frontage Rd
Entergy Leased Lighting Agreement

Fixtures and Poles	Qty.	\$	Monthly Cost
Install 8,400 Lumen LED Acorn Fixture (150 wattage equivalent)	19	\$ 19.27	\$366.13
Install 15 foot Black Aluminum Pole	19	\$ 12.76	\$242.44
Total Monthly Fixture Cost			\$608.57

Poles and Monthly Facilities Charges

Screw In Foundatin Base	19	\$ 13.33	\$253.27
Directional Road Bore Including Conduit - per foot	100	\$ 0.35	\$35.00
Underground Trench - Per foot	1900	\$ 0.03	\$57.00
Underground Conduit - Per foot	1900	\$ 0.06	\$114.00
Underground Wire - Per foot	2000	\$ 0.05	\$100.00
Underground, Hand Dig - per 2 feet	40	\$ 0.23	\$9.20
Underground, Pulling wire through conduit - per foot	2000	\$ 0.03	\$60.00
Service Box	20	\$ 4.82	\$96.40
Connectors	41	\$ 0.98	\$40.18
Total Monthly Facilites Cost			\$765.05

**Customer has options*

**Customer has options*

Total Monthly Lighting Cost \$1,373.62

Please note all above figures are preliminary estimates and facilities charges may vary from actual amounts. Costs are subject to rate fluctuations and adjustments monthly. This is a lighting design request for **City of Ridgeland** and approval to proceed with detailed engineering for the above installation.
Entergy Account Number: 15485303

I have read and acknowledge receipt of this estimate. Signed _____

Printed Name _____

Title _____

Date Signed _____

Monthly Cost Includes - Electric Usage, Zero Cost Maintenance and Zero Cost Installation for above lighting and facilities products .
Entergy Lighting will be a Dusk to Dawn operation.

Entergy Mississippi LLC
Prepared for : City of Ridgeland
Colony Park Blvd = LED Acorn Frontage Rd to Sunnybrooke
Entergy Leased Lighting Agreement

Fixtures and Poles	Qty.	\$	Monthly Cost
Install 8,400 Lumen LED Acorn Fixture <i>(150 wattage equivalent)</i>	8	\$ 19.27	\$154.16
Install 15 foot Black Aluminum Pole	8	\$ 12.76	\$102.08
Total Monthly Fixture Cost			\$256.24

Poles and Monthly Facilities Charges

Screw In Foundatin Base	19	\$	13.33	\$253.27
Directional Road Bore Including Conduit - per foot	100	\$	0.35	\$35.00
Underground Trench - Per foot	1000	\$	0.03	\$30.00
Underground Conduit - Per foot	1000	\$	0.06	\$60.00
Underground Wire - Per foot	1100	\$	0.05	\$55.00
Underground, Hand Dig - per 2 feet	20	\$	0.23	\$4.60
Underground, Pulling wire through conduit - per foot	1100	\$	0.03	\$33.00
Service Box	9	\$	4.82	\$43.38
Connectors	19	\$	0.98	\$18.62
Total Monthly Facilites Cost				\$532.87

*Customer has options

*Customer has options

Total Monthly Cost	\$789.11
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Please note all above figures are preliminary estimates and facilities charges may vary from actual amounts. Costs are subject to rate fluctuations and adjustments monthly. This is a lighting design request for **City of Ridgeland** and approval to proceed with detailed engineering for the above installation.

Entergy Account Number: 15485303

I have read and acknowledge receipt of this estimate. Signed _____

Printed Name _____

Title _____

Date Signed _____

Monthly Cost Includes - Electric Usage, Zero Cost Maintenance and Zero Cost Installation for above lighting and facilities products .
Entergy Lighting will be a Dusk to Dawn operation.

Entergy Mississippi LLC
Prepared for : City of Ridgeland
Colony Park Blvd = LED Acorn Sunnybrook to HWY 51
Entergy Leased Lighting Agreement

Fixtures and Poles	Qty.	\$	Monthly Cost
Install 8,400 Lumen LED Acorn Fixture (150 wattage equivalent)	69	\$ 19.27	\$1,329.63
Install 15 foot Black Aluminum Pole	69	\$ 12.76	\$880.44
Total Monthly Fixture Cost			\$2,210.07

Poles and Monthly Facilities Charges

Screw In Foundatin Base	69	\$ 13.33	\$919.77
Directional Road Bore Including Conduit - per foot	1000	\$ 0.35	\$350.00
Underground Trench - Per foot	7000	\$ 0.03	\$210.00
Underground Conduit - Per foot	7000	\$ 0.06	\$420.00
Underground Wire - Per foot	8000	\$ 0.05	\$400.00
Underground, Hand Dig - per 2 feet	71	\$ 0.23	\$16.33
Underground, Pulling wire through conduit - per foot	8000	\$ 0.03	\$240.00
Service Box	71	\$ 4.82	\$342.22
Transformer	3	\$ 31.67	\$95.01
Secondary Raiser	3	\$ 6.27	\$18.81
Connectors	144	\$ 0.98	\$141.12
Total Monthly Facilites Cost			\$3,153.26

**Customer has options*

**Customer has options*

Total Monthly Lighting Cost \$5,363.33

Please note all above figures are preliminary estimates and facilities charges may vary from actual amounts. Costs are subject to rate fluctuations and adjustments monthly. This is a lighting design request for **City of Ridgeland** and approval to proceed with detailed engineering for the above installation.
 Entergy Account Number: 15485303

I have read and acknowledge receipt of this estimate. Signed _____

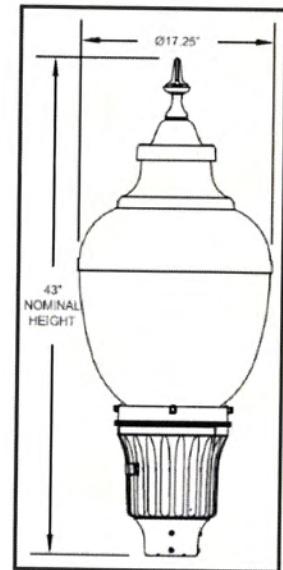
Printed Name _____

Title _____

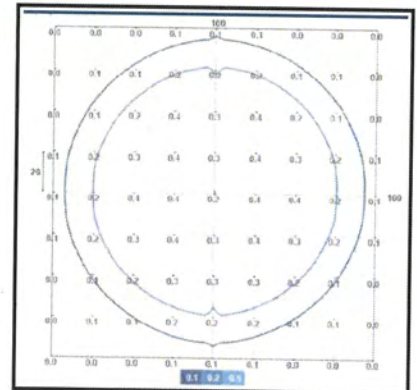
Date Signed _____

Monthly Cost Includes - Electric Usage, Zero Cost Maintenance and Zero Cost Installation for above lighting and facilities products .
 Entergy Lighting will be a Dusk to Dawn operation.

PT4BK — LED Equivalent to: 150W HPS Acorn Post Top Luminaire



Light Distribution in Footcandles*
20' Mounting Height/Post Top



Approximately 160' Circ.

*Footcandle is a unit of measure of the intensity of lighting. Measured on a per square foot basis.

PRODUCT OVERVIEW

Applications:

- City Streets
- Parking Lots
- Residential Streets
- Schools & Campuses
- Parks & Recreation Areas

Other Information:

- Multi Volt — 120-277
- Color Temperature — 4000°K
- Type V Distribution
- Post Top Mounting
- Color — Black





EL
EATON
1121 HIGHWAY 74 SOUTH
PEACHTREE CITY GA 30269
Voice Number : (770) 486-4583
Fax Number : (770) 486-4599
Email Address :
mkt-lightingapplications@eaton.com

Project: COLONY PARK DR
RIDGELAND, MS

Client: NICK BEALE
SOUTHERN UTILITY SALES

Scale: 1" = 140 ft.

Date: 4/24/2019

Project No: 1900580-1.AGI

Illuminance Method - Recommended Values RP-8-00

Road and Pedestrian Conflict Area		Pavement Classification (Minimum Maintained Average Values)			Uniformity Ratio E_{ave}/E_{min}
Road	Pedestrian Conflict Area	R1 lux/ftc	R2 & R3 lux/ftc	R4 lux/ftc	
Freeway Class A		6.0/0.6	9.0/0.9	8.0/0.8	3.0
Freeway Class B		4.0/0.4	6.0/0.6	5.0/0.5	3.0
Expressway	High	10.0/1.0	14.0/1.4	13.0/1.3	3.0
	Medium	8.0/0.8	12.0/1.2	10.0/1.0	3.0
	Low	6.0/0.6	9.0/0.9	8.0/0.8	3.0
Major	High	12.0/1.2	17.0/1.7	15.0/1.5	3.0
	Medium	9.0/0.9	13.0/1.3	11.0/1.1	3.0
	Low	6.0/0.6	9.0/0.9	8.0/0.8	3.0
Collector	High	8.0/0.8	12.0/1.2	10.0/1.0	4.0
	Medium	6.0/0.6	9.0/0.9	8.0/0.8	4.0
	Low	4.0/0.4	6.0/0.6	5.0/0.5	4.0
Local	High	6.0/0.6	9.0/0.9	8.0/0.8	6.0
	Medium	5.0/0.5	7.0/0.7	6.0/0.6	6.0
	Low	3.0/0.3	4.0/0.4	4.0/0.4	6.0

Luminaire Schedule								
Symbol	Qty	Label	Arrangement	Total Lamp Lumens	LLF	Description	Lum. Watts	Total Watts
	68	ACN	SINGLE	N.A.	0.864	ACN_CLB_ARC-080-LED-E-U-55-X-1-X-BK	97.9	6657.2
							10570	

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
OUTSIDE ROADWAY	Illuminance	Fc	0.09	0.9	0.0	N.A.	N.A.
ROADWAY	Illuminance	Fc	0.50	1.0	0.2	2.50	5.00

Luminaire Location Summary					
LumNo	Label	X	Y	Z	Tilt
1	ACN	-2568.5	545	16	270
4	ACN	-1628.998	543	16	90
5	ACN	-2665.453	543.202	16	272.967
6	ACN	-1725.456	540.74	16	91.905
7	ACN	-1827.427	540.5	16	90
9	ACN	-2765.325	538.25	16	270
10	ACN	-1929.37	538.487	16	92.904
11	ACN	-2865.277	536.607	16	273.325
13	ACN	-2229.25	533.75	16	90
14	ACN	-2129.25	533.75	16	90
15	ACN	-2029.25	533.75	16	90
16	ACN	-2965.122	531.25	16	270
18	ACN	-1269.693	499.498	16	83.251
19	ACN	-1170.701	485.406	16	81.381
20	ACN	-1071.644	474.434	16	84.592
21	ACN	-972.34	461.008	16	84.592
24	ACN	-605.705	350.187	16	72.354
25	ACN	-513.187	321.846	16	73.209
26	ACN	-417.502	285.808	16	68.406
27	ACN	-324.521	249.005	16	68.406
28	ACN	-231.539	212.202	16	68.406
29	ACN	-138.561	175.39	16	68.396
32	ACN	184.308	-10.101	16	59.102
33	ACN	271.214	-59.038	16	59.318
34	ACN	354.379	-114.202	16	55.713
35	ACN	437.002	-170.535	16	55.713
36	ACN	519.684	-226.781	16	55.919
37	ACN	601.27	-284.543	16	52.719
40	ACN	882.708	-545.199	16	45.814
41	ACN	954.417	-614.898	16	45.814
42	ACN	1024.912	-686.788	16	46.512
43	ACN	1096.156	-756.928	16	44.037
44	ACN	1165.668	-828.817	16	44.037
45	ACN	1234.525	-901.323	16	42.456
46	ACN	1302.027	-975.103	16	42.456
47	ACN	1369.528	-1048.883	16	42.456
50	ACN	1616.341	-1336.177	16	42.331
51	ACN	1684.837	-1408.92	16	49.103
52	ACN	1767.234	-1469.682	16	53.885
53	ACN	1847.49	-1529.334	16	53.008
54	ACN	1935.658	-1579.268	16	59.978
55	ACN	2024.588	-1624.936	16	63.504
57	ACN	1479.75	-1114	16	0
58	ACN	1415	-1173.75	16	0
59	ACN	1506	-1272.75	16	0
60	ACN	1569.75	-1212.5	16	0
61	ACN	771.25	-490.5	16	0
62	ACN	825.5	-426.25	16	0
63	ACN	727.5	-341.25	16	0
64	ACN	670.5	-403	16	0
65	ACN	-49.25	79.75	16	0
66	ACN	-13.75	156.5	16	0
67	ACN	103.75	93.5	16	0
68	ACN	66.5	17.25	16	0
69	ACN	-844	467.5	16	0
70	ACN	-704.75	430	16	0
71	ACN	-727.5	350	16	0
72	ACN	-865.5	385.5	16	0
73	ACN	-1528	573.75	16	0
74	ACN	-1531.25	479	16	0
75	ACN	-1393	478.25	16	0
76	ACN	-1392.25	562.25	16	0
77	ACN	-2339.75	580.5	16	0
78	ACN	-2340.25	497.25	16	0
79	ACN	-2473	581	16	0
80	ACN	-2473.5	486	16	0
81	ACN	2138	-1636.25	16	0
83	ACN	2105.25	-1713.25	16	0



Entergy Mississippi LLC
Prepared for : City of Ridgeland
Colony Park Blvd = LED Cobraheads HCP to Frontage Rd
Entergy Leased Lighting Agreement

Fixtures and Poles	Qty.	\$	Monthly Cost
Install 12,300 Lumen LED Cobrahead <i>(250 wattage equivalent)</i>	20	\$ 15.63	\$312.60
Install 40 foot Black Aluminum Pole	10	\$ 10.45	\$104.50
Total Monthly Fixture Cost			\$417.10

Poles and Monthly Facilities Charges

Screw In Foundatin Base	10	\$	13.33	\$133.30
Directional Road Bore Including Conduit - per foot	100	\$	0.35	\$35.00
Underground Trench - Per foot	1900	\$	0.03	\$57.00
Underground Conduit - Per foot	1900	\$	0.06	\$114.00
Underground Wire - Per foot	2000	\$	0.05	\$100.00
Underground, Hand Dig - per 2 feet	20	\$	0.23	\$4.60
Underground, Pulling wire through conduit - per foot	2000	\$	0.03	\$60.00
Service Box	11	\$	4.82	\$53.02
Connectors	21	\$	0.98	\$20.58
Total Monthly Facilites Cost				\$577.50

*Customer has options

*Customer has options

Total Monthly Cost	\$994.60
---------------------------	-----------------

Please note all above figures are preliminary estimates and facilities charges may vary from actual amounts. Costs are subject to rate fluctuations and adjustments monthly. This is a lighting design request for **City of Ridgeland** and approval to proceed with detailed engineering for the above installation.
Entergy Account Number: 15485303

I have read and acknowledge receipt of this estimate. Signed _____

Printed Name _____

Title

Date Signed _____

Monthly Cost Includes - Electric Usage, Zero Cost Maintenance and Zero Cost Installation for above lighting and facilities products .
Entergy Lighting will be a Dusk to Dawn operation.

Entergy Mississippi LLC
Prepared for : City of Ridgeland
Colony Park Blvd = LED Cobrahead Frontage Rd to Sunnybrooke
Entergy Leased Lighting Agreement

Fixtures and Poles	Qty.	\$	Monthly Cost
Install 12,300 Lumen LED Cobrahead (250 wattage equivalent)	8	\$ 15.63	\$125.04
Install 40 foot Black Aluminum Pole	4	\$ 10.45	\$41.80
Total Monthly Fixture Cost			\$166.84

Poles and Monthly Facilities Charges

Screw In Foundatin Base	4	\$ 13.33	\$53.32
Directional Road Bore Including Conduit - per foot	75	\$ 0.35	\$26.25
Underground Trench - Per foot	850	\$ 0.03	\$25.50
Underground Conduit - Per foot	850	\$ 0.06	\$51.00
Underground Wire - Per foot	925	\$ 0.05	\$46.25
Underground, Hand Dig - per 2 feet	10	\$ 0.23	\$2.30
Underground, Pulling wire through conduit - per foot	925	\$ 0.03	\$27.75
Service Box	5	\$ 4.82	\$24.10
Connectors	11	\$ 0.98	\$10.78
Total Monthly Facilites Cost			\$267.25

**Customer has options*

**Customer has options*

Total Monthly Lighting Cost \$434.09

Please note all above figures are preliminary estimates and facilities charges may vary from actual amounts. Costs are subject to rate fluctuations and adjustments monthly. This is a lighting design request for **City of Ridgeland** and approval to proceed with detailed engineering for the above installation.

Entergy Account Number: 15485303

I have read and acknowledge receipt of this estimate. Signed _____

Printed Name _____

Title _____

Date Signed _____

Monthly Cost Includes - Electric Usage, Zero Cost Maintenance and Zero Cost Installation for above lighting and facilities products .
 Entergy Lighting will be a Dusk to Dawn operation.

Entergy Mississippi LLC
Prepared for : City of Ridgeland
Colony Park Blvd = LED Cobrahead Sunnybrook to HWY 51
Entergy Leased Lighting Agreement

Fixtures and Poles	Qty.	\$	Monthly Cost
Install 12,300 Lumen LED Cobrahead (250 wattage equivalent)	56	\$ 15.63	\$875.28
Install 40 foot Black Aluminum Pole	28	\$ 10.45	\$292.60
Total Monthly Fixture Cost			\$1,167.88

Poles and Monthly Facilities Charges

Screw In Foundatin Base	28	\$ 13.33	\$373.24
Directional Road Bore Including Conduit - per foot	500	\$ 0.35	\$175.00
Underground Trench - Per foot	7000	\$ 0.03	\$210.00
Underground Conduit - Per foot	7000	\$ 0.06	\$420.00
Underground Wire - Per foot	7500	\$ 0.05	\$375.00
Underground, Hand Dig - per 2 feet	28	\$ 0.23	\$6.44
Underground, Pulling wire through conduit - per foot	7500	\$ 0.03	\$225.00
Service Box	31	\$ 4.82	\$149.42
Transformer	3	\$ 31.67	\$95.01
Secondary Raiser	3	\$ 6.27	\$18.81
Connectors	59	\$ 0.98	\$57.82
Total Monthly Facilites Cost			\$2,105.74

**Customer has options*

**Customer has options*

Total Monthly Cost **\$3,273.62**

Please note all above figures are preliminary estimates and facilities charges may vary from actual amounts. Costs are subject to rate fluctuations and adjustments monthly. This is a lighting design request for **City of Ridgeland** and approval to proceed with detailed engineering for the above installation.

Entergy Account Number: 15485303

I have read and acknowledge receipt of this estimate. Signed _____

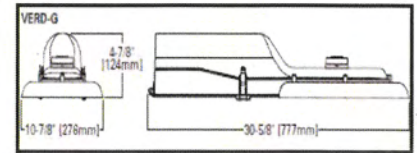
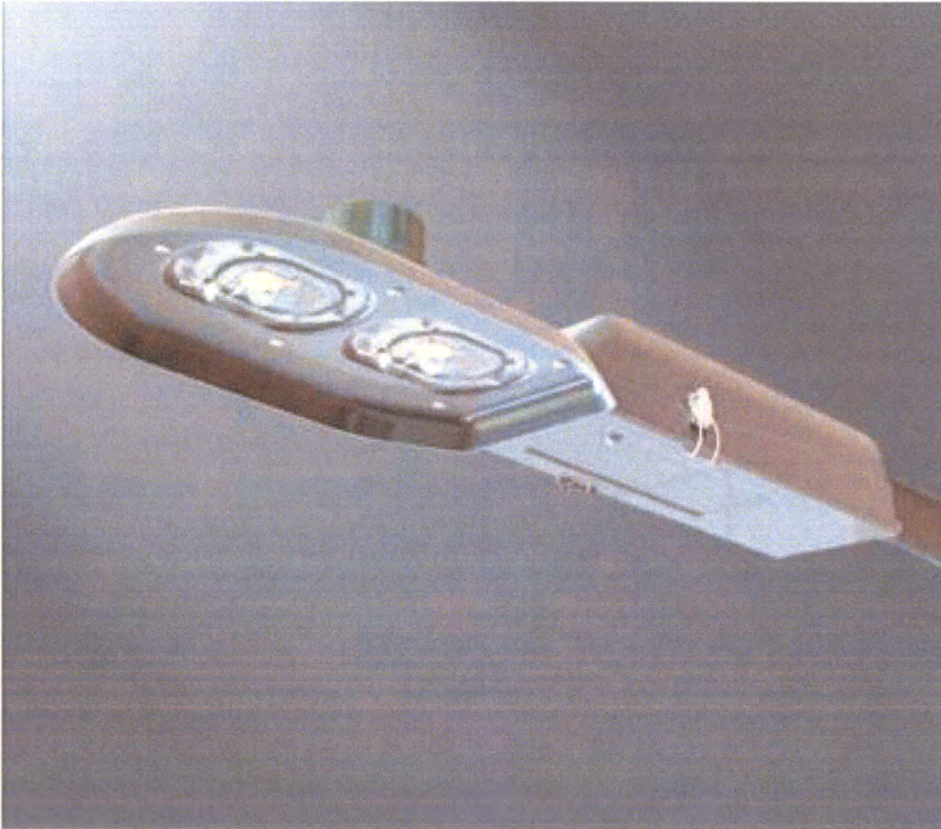
Printed Name _____

Title _____

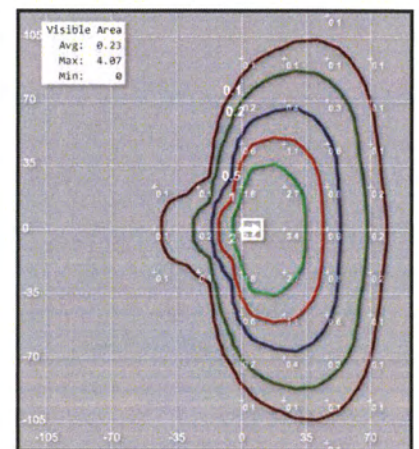
Date Signed _____

Monthly Cost Includes - Electric Usage, Zero Cost Maintenance and Zero Cost Installation for above lighting and facilities products .
 Entergy Lighting will be a Dusk to Dawn operation.

C3 — LED Cobra Equivalent to: 250W HPS Cobra Luminaire



**Light Distribution in Footcandles*
25' Mounting Height**



200'L x 70' W

*Footcandle is a unit of measure of the intensity of lighting. Measured on a per square foot basis.

PRODUCT OVERVIEW

Applications:

- Residential Streets
- Storage Areas
- Parking Lots
- Loading & Receiving Areas
- General Security Lighting
- Off Ramps
- High Speed Roadways

Other Information:

- Multi Volt — 120-277
- Color Temperature — 4k / 4000K
- Bracket Mounting
- Color — Grey





EL
EATON
1121 HIGHWAY 74 SOUTH
PEACHTREE CITY GA 30269
Voice Number : (770) 486-4583
Fax Number : (770) 486-4599
Email Address :
mkt-lightingapplications@eaton.com

Project: COLONY PARK DR
RIDGELAND, MS

Client: NICK BEALE
SOUTHERN UTILITY SALES

Scale: 1" = 140 ft.

Date: 5/2/2019

Project No: 1900580D-1.AGI

Illuminance Method - Recommended Values RP-8-00

Road and Pedestrian Conflict Area		Pavement Classification (Minimum Maintained Average Values)			Uniformity Ratio E_{ave}/E_{min}
Road	Pedestrian Conflict Area	R1 lux/ftc	R2 & R3 lux/ftc	R4 lux/ftc	
Freeway Class A		6.0/0.6	9.0/0.9	8.0/0.8	3.0
Freeway Class B		4.0/0.4	6.0/0.6	5.0/0.5	3.0
Expressway	High	10.0/1.0	14.0/1.4	13.0/1.3	3.0
	Medium	8.0/0.8	12.0/1.2	10.0/1.0	3.0
	Low	6.0/0.6	9.0/0.9	8.0/0.8	3.0
Major	High	12.0/1.2	17.0/1.7	15.0/1.5	3.0
	Medium	9.0/0.9	13.0/1.3	11.0/1.1	3.0
	Low	6.0/0.6	9.0/0.9	8.0/0.8	3.0
Collector	High	8.0/0.8	12.0/1.2	10.0/1.0	4.0
	Medium	6.0/0.6	9.0/0.9	8.0/0.8	4.0
	Low	4.0/0.4	6.0/0.6	5.0/0.5	4.0
Local	High	6.0/0.6	9.0/0.9	8.0/0.8	6.0
	Medium	5.0/0.5	7.0/0.7	6.0/0.6	6.0
	Low	3.0/0.3	4.0/0.4	4.0/0.4	6.0

Luminaire Schedule								
Symbol	Qty	Label	Arrangement	Total Lamp Lumens	LLF	Description	Lum. Watts	Total Watts
	28	V-T3-2	BACK-BACK	N.A.	0.864	VERD-G-A02-E-U-T3-AP	143	8008

Calculation Summary							
Label		CalcType	Units	Avg	Max	Min	Avg/Min
ROADWAY		Illuminance	Fc	1.01	2.7	0.2	5.05

Luminaire Location Summary						
LumNo	Label	X	Y	Z	Orient	Tilt
1	V-T3-2	-2512.472	543.75	40	90	0
2	V-T3-2	-1713.38	543.25	40	90	0
3	V-T3-2	-2713.191	541.213	40	92.335	0
4	V-T3-2	-1913.313	539.75	40	90	0
5	V-T3-2	-1513.685	536.825	40	90	0
6	V-T3-2	-2912.25	533.5	40	92.603	0
7	V-T3-2	-2113.162	532.843	40	92.138	0
8	V-T3-2	-2313.146	532.316	40	89.898	0
9	V-T3-2	-1280.136	502.494	40	84.037	0
10	V-T3-2	-1082.177	474.343	40	84.87	0
11	V-T3-2	-886.686	441.234	40	76.227	0
12	V-T3-2	-637.207	359.809	40	72.519	0
13	V-T3-2	-450.097	300.792	40	72.912	0
14	V-T3-2	-262.463	228.621	40	68.243	0
15	V-T3-2	-79.25	150	40	62.819	0
16	V-T3-2	147.833	12.991	40	59.597	0
17	V-T3-2	320.946	-87.775	40	59.793	0
18	V-T3-2	485.922	-201.646	40	55.479	0
19	V-T3-2	646.139	-318.683	40	51.186	0
20	V-T3-2	836.969	-503.461	40	47.062	0
21	V-T3-2	981.127	-641.988	40	43.571	0
22	V-T3-2	1119.439	-785.74	40	43.883	0
23	V-T3-2	1258.485	-929.484	40	43.152	0
24	V-T3-2	1394.5	-1077.75	40	38.358	0
25	V-T3-2	1564.058	-1280.7	40	42.864	0
26	V-T3-2	1702.937	-1423.945	40	50.756	0
27	V-T3-2	1865.365	-1542.002	40	53.412	0
28	V-T3-2	2040.407	-1630.785	40	64.509	0



public works

MEMORANDUM

TO: Mayor Gene F. McGee and Board of Aldermen

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

DATE: May 29, 2019

RE: **CANADIAN NATIONAL-ILLINOIS CENTRAL RAILROAD INVOICE NO. 91448434**
Construction Engineering & Inspection (CE&I) Professional Services
Lake Harbour Drive Extension, Phase "A", CN Railroad Box Culvert Replacement
Project No. HPP-8323-00(004) LPA/104859-801200
City of Ridgeland, Madison County, Mississippi

We respectfully request the Mayor and Board of Aldermen approve payment in the amount of **\$5,807.50** to Canadian National-Illinois Central Railroad for Invoice no. 91448434 which provides payment for construction engineering & inspection professional services performed by CN's consultant, Mead & Hunt, during the casting of the box culvert units at the Crest Precast concrete plant in La Crescent, Minnesota. CN's consultant has provided the City of Ridgeland with their inspection and testing documentation, and verified the box culvert units meet the requirements of Canadian National-Illinois Central Railroad and the project's approved plans and specifications. Payment of this invoice is acceptable under the terms of the Agreement between the City of Ridgeland and Illinois Central Railroad which states the City of Ridgeland is responsible for costs incurred by the Railroad for inspecting the work performed on behalf of the City of Ridgeland.

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

Cc: John M. McCollum, Public Works Director

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

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

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



ILLINOIS CENTRAL
NON-FREIGHT MANAGEMENT
PO BOX 95361
CHICAGO IL 60694-5361
USA



INVOICE

Invoice Number **91448434**
Page 1 of 3
Invoice Date (Y/M/D) **2019/04/03**
Charges incurred up to 2019/04/02
Customer Number 20570
CN Reference Number 40117367/M-0900.003
Billing Type Projects

ATTN ACCOUNTS PAYABLE
CITY OF RIDGELAND
PO BOX 217
RIDGELAND MS 39158
USA

PROGRESS BILL #4

Facility	Crossing Signal & Surface	Province/State	MS
City	RIDGELAND		
Street	LAKE HARBOR DRIVE		
Mile Range	720.60		
CTA/DOT Crossing No.	967700E		
Federal Project	NA		
State/Province Project No.	CITY RIDGELAND CONTRACT		
CN Agreement Contract	ICR 92919	CN Agreement Date	2015/11/03

The extension of Lake harbor Drive with a new surface and signals along with structure work on a culvert.

SUMMARY OF CHARGES

Amount (USD)

OTHER COSTS (outsourced services, other purchases, leases and rents, etc.)

Outsourced Services

Total Other Costs

5,807.50

5,807.50

Inquiries

John Dinning

Tel: 601-914-2658

Email: JOHN.DINNING@CN.CA

Tax ID

36-2728842

Total	\$	5,807.50
Your portion 100.00%	\$	5,807.50
Amount Due	\$	5,807.50

Payable in USD Funds



ILLINOIS CENTRAL
NON-FREIGHT MANAGEMENT
PO BOX 95361
CHICAGO IL 60694-5361
USA

Invoice Number	91448434
Customer Number	20570
Invoice Amount (USD)	\$ 5,807.50
Payment Amount	\$ _____

Please make your checks payable to

ILLINOIS CENTRAL

and return this detachable stub with your payment

Net 30 days, payment due **2019/05/03**

Interest will be assessed on overdue amounts



ILLINOIS CENTRAL
NON-FREIGHT MANAGEMENT
PO BOX 95361
CHICAGO IL 60694-5361
USA



INVOICE

Invoice Number	91448434
Page	2 of 3
Invoice Date (Y/M/D)	2019/04/03

Billing History					
		Invoice Date		W/O Tax	With Tax
PROGRESS BILL #3	91270459	2016/12/13	\$	128,402.46	\$ 128,402.46
PROGRESS BILL #4	91448434	2019/04/03	\$	5,807.50	\$ 5,807.50
Total billed to date (incl. this invoice)			\$	134,209.96	\$ 134,209.96



ILLINOIS CENTRAL
NON-FREIGHT MANAGEMENT
PO BOX 95361
CHICAGO IL 60694-5361
USA



INVOICE DETAILS

Invoice Number **91448434**
Page 3 of 3
Invoice Date (Y/M/D) 2019/04/03

DETAILS - CURRENT CHARGES	QTY	UM	Emp.No.	Rate	Cost(\$)	Overhead (%)	Overhead Cost(\$)	Amount (USD Funds)
OTHER COSTS								
Outsourced Services								
Invoice # 288509								
MEAD & HUNT INC								
					5,807.50			5,807.50
TOTAL OUTSOURCED SERVICES					5,807.50			5,807.50
Total					5,807.50			5,807.50
Your portion 100.00%								5,807.50
Amount Due								5,807.50



Remit payment to:
Mead & Hunt | Accounts Receivable
2440 Deming Way | Middleton, WI 53562-1562
1-888-364-7272 | AccountsReceivable@meadhunt.com

Invoice

March 13, 2019

Project No: R0334900-190902.01

Invoice No: 288509

Yen-Chih Tsai
Canadian National Railway
CN-Bridges and Structures, Floor 2
17641 South Ashland Avenue
Homewood, Illinois 60430

Project R0334900- MN CE Purple Creek Culv Ext Ph 1 Lake Ha
190902.01

02/11/19 Notice to Proceed

Professional Services from February 1, 2019 to February 28, 2019

Professional Personnel

	Hours	Amount
Engineer III	9.00	1,440.00
Engineering Technician III	30.00	4,257.50
Technical Editor	1.00	110.00
Totals	40.00	5,807.50
Total Labor		5,807.50

Total this invoice \$5,807.50

Timesheet for Ryan Franzini

Employee #00766

Hours worked

4.50 ST

0.00 OT

Signed Ryan Franzini 02/20/2019Approved Jay Wheaton 02/25/2019Project: R0334900-190902.01 MN CE Purple Creek Culv Ext
Ph 1 Lake Ha

Client: Canadian National Railway

Feb 9 to Feb 15	Total Hours:	Sat 2/9	Sun 2/10	Mon 2/11	Tues 2/12	Wed 2/13	Thu 2/14	Fri 2/15
,	4.50 RT						3.00 RT	1.50 RT

Timesheet for Ryan Franzini

Employee #00766

Hours worked

4.50 ST

0.00 OT

Signed Ryan Franzini 02/25/2019Approved Jay Wheaton 02/25/2019Project: R0334900-190902.01 MN CE Purple Creek Culv Ext
Ph 1 Lake Ha

Client: Canadian National Railway

Feb 16 to Feb 22	Total Hours:	Sat 2/16	Sun 2/17	Mon 2/18	Tues 2/19	Wed 2/20	Thu 2/21	Fri 2/22
,	4.50 RT	1.50 RT		3.00 RT				

Timesheet for Hunter Viner

Employee #00773

Hours worked

6.00 ST

0.00 OT

Signed Hunter Viner 02/20/2019Approved Jay Wheaton 02/25/2019Project: R0334900-190902.01 MN CE Purple Creek Culv Ext
Ph 1 Lake Ha

Client: Canadian National Railway

Feb 9 to Feb 15	Total Hours:	Sat 2/9	Sun 2/10	Mon 2/11	Tues 2/12	Wed 2/13	Thu 2/14	Fri 2/15
,	6.00 RT			1.00 RT	2.00 RT	3.00 RT		

Timesheet for Hunter Viner

Employee #00773

Hours worked

6.50 ST

5.50 OT

Signed Hunter Viner 02/26/2019Approved Jay Wheaton 03/01/2019Project: R0334900-190902.01 MN CE Purple Creek Culv Ext
Ph 1 Lake Ha

Client: Canadian National Railway

Feb 16 to Feb 22	Total Hours:	Sat 2/16	Sun 2/17	Mon 2/18	Tues 2/19	Wed 2/20	Thu 2/21	Fri 2/22
,	6.50 RT 5.50 OT				3.00 RT	3.00 RT	0.50 RT 2.50 OT	3.00 OT

Timesheet for Hunter Viner

Employee #00773

Hours worked

12.00 ST

0.00 OT

Signed Hunter Viner 03/04/2019Approved Jay Wheaton 03/04/2019Project: R0334900-190902.01 MN CE Purple Creek Culv Ext
Ph 1 Lake Ha

Client: Canadian National Railway

Feb 23 to Feb 28	Total Hours:	Sat 2/23	Sun 2/24	Mon 2/25	Tues 2/26	Wed 2/27	Thu 2/28	
,	12.00 RT			3.00 RT	3.00 RT	3.00 RT	3.00 RT	

Timesheet for Sarah Reuter

Employee #01545

Hours worked

1.00 ST

0.00 OT

Signed Sarah Reuter 02/22/2019

Approved Marcy Jordan 02/22/2019

Project: R0334900-190902.01 MN CE Purple Creek Culv Ext
Ph 1 Lake Ha

Client: Canadian National Railway

Feb 16 to Feb 22	Total Hours:	Sat 2/16	Sun 2/17	Mon 2/18	Tues 2/19	Wed 2/20	Thu 2/21	Fri 2/22
	1.00 RT					1.00 RT		



750 North Third Street
La Crosse, Wisconsin 54601
608-784-6040
meadhunt.com

Letter of Transmittal

To:	Chris Bryson City Engineer PO Box 217 Ridgeland, MS 39158 601 853 2027	Date: May 14, 2019
		Reference: Ridgeland Phase 1
		Mead & Hunt Project No.: 0334900-190902.01
		Mead & Hunt Phase No.: enter text here.
Client Project/Ref. No.: enter text here.		Mead & Hunt Project Manager: Jay Wheaton

We are sending you the following items:

☒ Attached	Transmitted via: ☐ Choose courier.		
☐ Contracts	☐ Shop Drawings	☐ Copy of Letter	☒ Other:
☐ Specifications	☐ Prints	☐ Reports	
☐ Plans	☐ Change Order	☐ Samples	

Copies	Date	Item Description
1	5/14/2019	Ridgeland Phase 1 Final Documentation
	Enter a date.	
	Enter a date.	
	Enter a date.	
	Enter a date.	
	Enter a date.	
	Enter a date.	
	Enter a date.	

These are transmitted as checked below:

☐ For approval/review	☐ For signature	☐ Rejected	☐ No exceptions taken
☐ For your use	☒ As requested	☐ Comments attached	☐ Note markings

Comments:

Chris - Attached is the final documentation for the Ridgeland Phase 1 (Purple Creek) precast box culvert project that was cast by Crest Precast in La Crescent Minnesota. Mead & Hunt provided construction observation services to CN Railroad for the casting of these box culvert units at Crest's plant during construction. Our observations conclude that these box culvert units meet the CN railroad requirements as shown in the approved plans and specifications. Please let me know if there are any questions.

Jay Wheaton



Transmittal

2440 Deming Way, Middleton, WI 53562-1562

PROJECT: MN CE Purple Creek Culv Ext Ph 1 Lake Ha
0334900-190902.01

DATE: 5/14/2019

SUBJECT: Ridgeland Phase 1

TRANSMITTAL ID: 00001

PURPOSE: For your review and comment

VIA: Info Exchange

FROM

NAME	COMPANY	EMAIL	PHONE
Jen Rogers 2440 Deming Way Middleton WI 53562-1562 United States	Mead & Hunt, Inc.	jen.rogers@meadhunt.com	608-443-0454

TO

NAME	COMPANY	EMAIL	PHONE
chris.bryson@ridgelandms.org		chris.bryson@ridgelandms.org	

REMARKS: Please let us know if you have any issues accessing all the files. Thanks much.

DESCRIPTION OF CONTENTS

QTY	DATED	TITLE	NOTES
1	3/5/2019	Ridgeland Phase #1	
1	5/14/2019	Ltr of Trans.pdf	

COPIES:

Jay Wheaton (Mead & Hunt, Inc.)



DATE: MAY 29, 2019

TO: MAYOR & BOARD OF ALDERMEN

FROM: PAULA TIERCE, CITY CLERK/HR DIRECTOR

RE: UTILITY (SEWER ONLY) ADJUSTMENTS

Please approve the following utility adjustment for sewer charges only:

03-0545-00	150 Centre Street	\$107.88
02-7650-02	456 S. Wheatley Street	\$20.66
05-4575-01	106 Pine Knoll Drive	\$70.14
03-0475-00	807 Blanche Lowe	\$37.28
09-1269-01	1 Bridgemont Lane	\$74.40

Should you have any questions please feel free to contact me directly.

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 • Paula W. Tierce, phr - city clerk / human resources director

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

MIS Surplus June 2019

Item Name	Serial Number/ Service Tag	Asset ID	Other Info
ACTi IP OUTDOOR CAMERA	ACM-1431N	?	
BELKIN 4-PORT KVM SWITCH	F1DS104T	040-2-210	w/ Extra Cables
CISCO 5510 ASA	JMX1443L0PS	160-2-227	
CISCO CATALYST 3560	COMN400CRA	650-2-162	PoE 8-Port
CISCO CATALYST 3560	COMWJ10CRB	160-2-200	PoE 12-Port
DELL 17" MONITOR	CN-0CC280-71618-64C-ABA6		
DELL 19" MONITOR	CN-0FP182-71618-77H-AB56		
DELL 22" MONITOR	CN-06H6FX-74445-18C-C4ZL		
DELL 22" MONITOR	CN-06H6FX-74445-18C-C4ML		
DELL 22" MONITOR	CN-OD3J3C-64180-189-OJPM		
DELL 22" MONITOR	CN-06H6FX-74445-18K-C8VS		
DELL 23" MONITOR	CN-07R1K3-74445-38L-FKYS		
DELL 23" MONITOR	CN-07R1K3-74445-38E-A8DL		
DELL 23" MONITOR	CN-07R1K3-74445-38E-B8WL		
DELL 23" MONITOR	CN-07R1K3-74445-387-973L		
DELL 23" MONITOR	CN-07R1K3-74445-53H-A2CL		
DELL 23" MONITOR	CN-07R1K3-74445-53H-FKQS		
DELL 23" MONITOR	CN-07R1K3-74445-38L-FJZS		
DELL 23" MONITOR	CN-07R1K3-74445-38L-ELCS		
DELL 23" MONITOR	CN-07R1K3-74445-37A-545S		

MIS Surplus June 2019

Item Name	Serial Number/ Service Tag	Asset ID	Other Info
DELL 23" MONITOR	CN-0CG1G3-74445-65G-BXYL-A00		
DELL 24" MONITOR	MX-0GM504-74262-7BU-3A0S		
DELL 24" MONITOR	MX-0GM504-74262-7BU-2WGS		
DELL INSPIRON 7000 SERIES	53KY1C2	180-2-094	
DELL LATITUDE D830	0HY385	180-2-063	
DELL LATITUDE E6430	2X8QSY1`	042-2-027	
DELL LATITUDE E6510	F5S63Q1	100-2-756	160-2-201
DELL OPTIPLEX 7010	CP7ZHX1	201-2-90	
DELL OPTIPLEX 755	68JPXD1	100-2-00512	
DELL OPTIPLEX 760	6HJ75L1	100-2-575	
DELL OPTIPLEX 780	JNCNCP1	040-2-257	
DELL OPTIPLEX 780	FZRLNN1	650-2-169	
DELL OPTIPLEX 790	6T6JTR1	040-2-262	
DELL OPTIPLEX 790	JCL8TR1	201-2-89	
DELL OPTIPLEX 790	JCLKTR1	160-2-202	
DELL OPTIPLEX 790	JCLCTR1	100-2-00711	
DELL OPTIPLEX 790	JCLFTR1	160-2-203	
DELL OPTIPLEX 9020	2GCM8Z1	650-2-182	
DELL OPTIPLEX 9020	JB65CY1	100-2-674	
DELL OPTIPLEX 9020	DJQDCY1	160-2-220	

MIS Surplus June 2019

Item Name	Serial Number/ Service Tag	Asset ID	Other Info
DELL OPTIPLEX 9020	DJQBCY1	160-2-222	
DELL OPTIPLEX 9020	DJTCCY1	100-2-678	
DELL OPTIPLEX 9020	DYTBCY1	100-2-679	
DELL OPTIPLEX 9020	DJPDCY1	160-2-219	
DELL OPTIPLEX 9020	DJVBCY1	100-2-680	
DELL OPTIPLEX 9020	DJTDCY1	100-2-681	
DELL OPTIPLEX 9020	DJSBCY1	100-2-682	
DELL OPTIPLEX 9020	DJSDCY1	100-2-677	
DELL OPTIPLEX 9020	DJRDCY1	100-2-683	
DELL OPTIPLEX 9020	DJQCCY1	160-2-218	
DELL OPTIPLEX 9020	DJRBCY1	160-2-221	
DELL OPTIPLEX 9020	DJSCCY1	100-2-675	
DELL OPTIPLEX 9020	DJRCCY1	160-2-217	
DELL OPTIPLEX 9020	DJPCCY1	160-2-216	
DELL OPTIPLEX 9020	9LHGN22	100-2-696	
DELL OPTIPLEX 9020	2KT6282	100-2-00728	
DELL OPTIPLEX 9020	5513N22	201-2-96	MINI-TOWER
DELL OPTIPLEX 9020	9LHGN22	100-2-696	
DELL OPTIPLEX 9020	2GCL8Z1	100-2-671	
DELL OPTIPLEX 9020	192VN22	040-2-270	

MIS Surplus June 2019

Item Name	Serial Number/ Service Tag	Asset ID	Other Info
DELL OPTIPLEX 960	12286J1	042-2-003	
DELL OPTIPLEX 990	CTP5XR1	?	
HP COLORLASERJET CP1215	CNB1327400	340-2-137	
HP LASERJET 1200	CNBJT21634	650-2-130	

City of Ridgeland, Mississippi
Fixed Asset Policy Manual

Policies and Procedures
June 4, 2019

Fixed Asset Policy Manual
Table of Contents

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CHAPTER 1 – DEFINITIONS AND PROCEDURES

Fixed Assets Control Clerk shall mean any person the City of Ridgeland has designated responsibility to maintain a fixed assets control system pursuant to requirements prescribed by the Office of the State Auditor.

Duties of the Fixed Asset Control Clerk

- (1) Maintains master fixed asset records.
- (2) Maintains master fixed assets (general fixed assets) records by posting additions and deletions.
- (3) Periodically compares fixed assets records with physical assets (general fixed assets).
- (4) Reports findings to the Mayor or City Clerk of the City of Ridgeland.

Form F is a summary statement that reports the beginning balance, additions, deletions and ending balance of the five major fixed assets groups – mobile equipment (vehicles), furniture and equipment, land, buildings and improvements other than buildings.

Location Register – A register generated by the City showing each location of the property in inventory.

Fixed Assets Classification – Governmental accounting pronouncements and the Office of the State Auditor recommend the following accounting classifications for fixed assets:

- **Mobile equipment (vehicles)**
- **Other furniture and equipment**
- **Land**
- **Buildings**
- **Improvements other than Buildings**
- **Construction-in-progress**
- **Leased property under capital leases**

These classifications are used to report fixed assets, and prescribed records are designed to provide this information. A discussion of each of these classifications follows:

Mobile Equipment – Mobile equipment generally includes large machinery and equipment, and road working equipment with a value of **\$1,000** or more and

an expected useful life of more than one year. Items included are:

- **Automobiles, including installed radios and lights**
- **Trucks**
- **Tractors**
- **Heavy equipment, including scrapers, bulldozers, backhoes, loaders, cranes and draglines**
- **Attachments such as bushhogs, clippers, mowers, blades and sprayers**
- **Trailers for transport of equipment**
- **Fire trucks**

Items included regardless of value are:

- **Two way radio equipment**
- **Lights**

Note: These are not all-inclusive.

Acquisition cost of Mobile Equipment includes the following expenditures:

- **Purchase price**
- **Delivery charges**
- **Installation cost**
- **Initial expenditures required to place the equipment in its intended operating state**

Donated Mobile Equipment is recorded at fair market value when acquired. All Mobile Equipment acquired from the Department of Finance and Administration, Surplus Property, is included at fair market value. The City of Ridgeland may include items not in these guidelines, provided the policy is documented and applied consistently.

Other Furniture and Equipment – These accounts generally include other assets with a value of **\$1,000** or more and an expected useful life of more than one year. Items included regardless of value are:

- **Weapons**
- **Cameras and camera equipment (greater than or equal to \$250)**
- **Two way radio equipment**
- **Televisions (greater than or equal to \$250)**
- **Lawn maintenance equipment**

- **Computer and computer equipment (greater than or equal to \$250)**
- **Chain saws**
- **Air compressors**
- **Welding machines**
- **Generators**
- **Hand power tools**
- **Motorized vehicles**

Note: These lists are not all-inclusive. Department heads may require fixed assets on additional walkable items as they see fit. Only items over \$1,000 will be capitalized and posted to Capital Outlay.

The acquisition cost of Other Furniture and Equipment includes the following expenditures:

- **Purchase price**
- **Delivery charges**
- **Installation cost**
- **Initial expenditures required to place the asset in its intended operating state**

Donated items are recorded at fair market value when acquired. All property acquired from the Department of Finance and Administration, Surplus Property is included at fair market value.

Land – All land owned by the City of Ridgeland is recorded at cost. If land is donated or if cost cannot be determined, it is recorded at fair market value when acquired. Cost includes expenditures in connection with the purchase, including:

- **Purchase price**
- **Appraisal and negotiation fees**
- **Title search fees**
- **Surveying fees**
- **Cost of consents**
- **Payment of damage claims**
- **Clearing land for use**
- **Demolishing or removing structures**
- **Filing costs**

All land is to be included in this classification regardless of its cost. When land is sold, the cost should be deleted from the General Fixed Assets account group. Right-of-way and easements are not considered land for purposes of this classification, however, all land in this classification should be recorded in a right of way or easement record.

Buildings – The classification Buildings includes all permanent, portable, and temporary building structures regardless of cost. Buildings are recorded at acquisition cost, which includes:

- **Purchase price or cost of construction**
- **Permanently installed fixtures**
- **Professional fees (architect and/or engineering fees, etc.)**
- **Cost of permits and licenses connected with acquisition**
- **Payment of damage claims connected with acquisition**
- **Other acquisition costs**

Donated buildings should be recorded at fair market value at the time of donation. Extensions of existing buildings or new and separate units added to a building complex are capital outlay and should be added to the cost of the existing building. Renovations, repairs, and alterations should not be added to the cost of existing building, unless they materially extend the value or life of the building.

The cost of buildings should be reduced when there is a sale or salvage of materials initially capitalized as part of the cost. These would include discounts, allowances and rebates secured, and amounts recovered through the surrender of liability and/or casualty insurance.

Improvements Other Than Buildings – Improvements Other Than Buildings records the acquisition cost of permanent improvements, other than buildings, which add value to land. The following items on City of Ridgeland owned land are included: fences, retaining walls, sidewalks, pavements, roads, bridges and lighting.

The City of Ridgeland capitalizes public domain infrastructure. Examples are public roads and highways, bridges, water and sewer systems and drainage systems.

Acquisition cost for Improvements Other Than Buildings includes the following expenditures:

- **Purchase price, contract price or job cost**
- **Professional fees (architects, engineers, appraisers, attorneys, etc.)**
- **Payment of damage claims connected with acquisition**

- **Insurance premiums connected with acquisition**

The cost of Improvements Other Than Buildings should be reduced when there is a sale or return of any materials initially capitalized as part of the cost.

Construction-in-Progress – Construction-in-Progress records construction costs of projects incurring costs, but not complete. The cost is accumulated the same as Buildings cost or Improvements Other Than Buildings cost. When the project is complete, the amount in Construction-in-Progress is moved to Buildings and/or Improvements Other Than Buildings.

Leased Property Under Capital Leases – Capital leasing authority for municipalities is found in **Section 31-7-13(e)**, Mississippi Code Annotated (1972). This transaction is commonly known as a *lease-purchase*. Records must be maintained for all lease-purchase equipment as required by Section 31-7-10(13) Mississippi Code Annotated (1972).

All property required under a lease-purchase agreement is recorded in this classification. When the lease agreement has been fulfilled and all payments made, the property is removed from Leased Property Under Capital Leases and placed in the proper classification (Mobile Equipment or Other Furniture and Equipment).

Equipment should be marked with a fixed asset sticker.

The contract and amortization schedule for the capital lease shall be obtained (the lessor can provide this) and entered in the minutes of the governing authority of the City of Ridgeland.

Notarized Affidavit is a written statement notarized by a notary public or acknowledged by the fixed assets control clerk or responsible person detailing the loss of equipment.

Stolen Property shall be reported to a law enforcement agency. Items identified should be entered in the National Crime Information Center (NCIC) computer. Disposition of stolen property shall be reported on the board minutes.

Lost Property shall be reported and must be accompanied by a *notarized affidavit* signed by the responsible party assigned the property. Disposition of lost property shall be reported on the board minutes.

Hand Receipts – The fixed assets control clerk shall be notified when property is temporarily loaned or transferred to a person other than the party who is responsible for the safekeeping of said property. Signature must be obtained from the party assuming temporary responsibility.

CHAPTER 2 – FIXED ASSETS POLICIES

Cost Threshold – The City of Ridgeland will maintain a complete and current record of each property item with a carrying value of **\$1,000** or more.

Fixed Assets Required To Be Included in Master Records – The following fixed assets shall be included in the City of Ridgeland’s master fixed assets records regardless of the amount paid by the City to acquire the item or its current fair market value:

- **Weapons**
- **Cameras and camera equipment (Equal to or greater than \$250)**
- **Two way radio equipment**
- **Televisions (Equal to or greater than \$250)**
- **Lawn maintenance equipment**
- **Computer and computer equipment (Equal to or greater than \$250)**
- **Chain saws**
- **Air compressors**
- **Welding machines**
- **Generators**
- **Motorized vehicles**

Fixed Asset Records Exemptions – For the purposes of these Rules, *“property” is defined as all furniture, vehicles, equipment and other personal property having a useful life expectancy of more than one year and with a cost of \$1,000 or more.* “Property” does not include the following: carpeting, draperies, installed floor-to-ceiling partitions, window shades or blinds, mattresses and box springs, water heaters, installed drinking fountains, museum accessions, library books, films or archival collections.

Purchases through Surplus Property Division – Items acquired through surplus property shall be added to the City of Ridgeland’s fixed assets master records at fair market value.

Valuation of Property – In the event the City of Ridgeland is required to include an item in its master records using the item’s fair market value at acquisition, the City will maintain adequate documentation to support the amount.

Extended Fixed Asset Master Records – The City of Ridgeland may include other fixed assets in its master records with a cost of *less than \$1,000* at the discretion

of the Department Head, provided that consistency is used. Items less than \$1,000 will not be capitalized and depreciated and will not be posted to Capital Outlay.

Physical Tagging of Fixed Assets – Physical tagging is one of the most important aspects of fixed assets control. Different tagging procedures should be used depending on the type of equipment to be tagged.

- a. Select the next sequential fixed asset property number for the appropriate category of asset to be tagged. Enter the number in the fixed assets records. Provide the necessary information concerning each item to be carried in the master records.
- b. Attach the identification tag or stencil the identification number on each item of equipment. The following are guidelines for tagging items of equipment:

Illustrative Items of Equipment

Suggested Location of Tag

Adding machines, typewriters, calculators and similar office equipment

Backside of machine

Air compressors, welders, generators, etc.

Near manufacturer’s I.D. tag

Air conditioners, freezers, refrigerators, vending machines, etc.

Right side of upper cover

Copy machines, printing equipment, etc.

Near manufacturer’s I.D. tag

Desk, tables, etc.

Top or right front leg

Files, safes and other storage equipment

Top right front cover

Automobiles, trucks, and other automotive equipment

Stencil or print number on inside of door

- c. Attach the identification tag or stencil the identification number on each item of equipment. The following are guidelines for tagging items of equipment:

Items deleted from property master records must have their City of Ridgeland property numbers removed. Items required by the Rule to be included in fixed assets master records will continue to be labeled with numbered tags or other permanently affixed numbering such as enamel paint.

Property Numbers for Fixed Assets – Assets must be identified with a unique number signifying ownership and allowing for positive identification. Numbering assets is an important internal control.

Assets may be marked with this number in several acceptable ways. An adhesive metal tag is often used, as well as stenciling or painting. Whatever method is used, the mark must be permanent and durable. Obviously, only equipment items must be physically tagged with numbers. Land, buildings and improvements other than buildings will not be physically tagged, but, for internal control purposes, are assigned property numbers.

The sequences below are used to establish the number system. Mobile equipment and other furniture and equipment are marked with the department number (from the chart of accounts) to which they belong.

The first three digits are the department number. The fourth digit is the category number. The last five digits are the sequenced asset numbers.

<u>General Fixed Asset Categories</u>	<u>Property Number</u>
Mobile equipment (Vehicles)	1
Office equipment	2
Furniture	4
Other equipment	6
Buildings	7
Improvements other than Buildings,	8
Land	9

Acquisition Costs of Fixed Assets – The acquisition cost of equipment includes all expenditures in connection with its procurement, including the following:

- **Purchase price (less any trade-in)**
- **Transportation charges**

- **Installation cost**
- **Other expenditures required to place the equipment in its intended operating state**

Equipment with a value of **\$1,000** and a useful life expectancy of at least one year should be capitalized.

Annual Inventory of Fixed Assets

At the end of each fiscal year, the Fixed Assets Control Clerk, City Clerk, or other responsible official is to conduct an inventory of fixed assets. This is necessary to verify the existence and condition of fixed assets and to reconcile fixed assets records. An inventory may be conducted at other times in addition to the annual year-end inventory, if needed.

Procedures for conducting an inventory are as follows:

1. Each department head is furnished with a copy of the current fixed asset inventory from the Fixed Assets Master Records.
2. Each department head or their designee checks each item of equipment in his department, verifying the description of the item, location, serial number and property number and making notes of any changes. Items not found on the department's list should be added.
3. The department head returns the fixed asset inventory to the Fixed Assets Control Clerk.
4. The physical inventory is then reconciled to the existing fixed assets records and any differences are corrected. Necessary adjustments are made to the inventory records with Board approval.

In a separate report to the City Clerk, the fixed assets control clerk shall list additions to or deletions from the annual fixed assets report and shall also list items unaccounted for from the previous annual fixed assets report.

Transactions Between Governmental Entities

Section 31-7-13(m)(xvii) indicates that sales, transfers or trades of any personal property between governing authorities within a county or any such transaction involving governing authorities of two (2) or more counties are excepted from the bid

requirements. [Therefore, it has been determined that if the governing boards of any two or more governing authorities agree to the terms and conditions of a sale, transfer or trade, and place the details of the transaction upon the board minutes, then the transaction may be completed without need for any other approval.]

Section 31-7-13(m)(vi) indicates that governing authorities may purchase, sell, transfer or trade machinery, equipment or motor vehicles from any federal agency, governing authority or state agency of the State of Mississippi or an adjacent state, provided that the purchase, sale, transfer or trade is made through private treaty agreement or negotiation. Therefore, it has been determined that if a governing authority wishes to consummate a transaction with any of the entities listed, and they place the details of the transaction upon the board minutes, then the transaction may be completed without need for any other approval.

Requirements of a Fixed Assets Control System

The following is intended to provide a reference for the requirements of a fixed assets control system:

- The fixed assets control clerk maintains the system.
- The fixed assets control clerk may have assistants.
- The fixed assets control clerk is responsible for posting beginning balances and entries.
- The fixed assets control clerk must make a physical inventory of fixed assets of the City of Ridgeland at the close of each fiscal year.
- The fixed assets control clerk must file a written copy of the physical inventory of fixed assets with the Mayor and City Clerk of the City of Ridgeland
- The fixed assets control clerk must file a written report of property additions and deletions during the preceding year and unaccounted for property.

It is required that **Form F** be completed on or near September 30 of each year as required by the Office of the State Auditor.

Additionally, it is recommended that **Form F** be completed and maintained on a month-to-month basis; **Form F** should be accompanied by a monthly

acquisition statement (Ledger) and a disposal, sale or trade-in statement (Ledger); the addition or deletion of fixed assets should have attached to it a copy of the Board of Aldermen's minutes authorizing the action, all in accordance with the State Department of Audit requirement under the authority of **Section 7-7-211**, Mississippi Code of 1972, Annotated to wit:

The State Department of Audit, under the authority of Section 7-7-211, shall design and prescribe the form of the inventory to be made, the form of the purchase requisition, the form of the purchase order, the form of the receiving report; prescribe systems of filing and prescribe the system of records necessary for the maintenance of a central purchase system, receiving system and an inventory control system; and all promulgate and prescribe such other documentation, procedures and regulations necessary for the efficient maintenance of such systems.

Guidelines for Accounting for Property

Weapons

- A. All weapons confiscated by a duly appointed peace officer should not be disposed of without an Order from a court of competent jurisdiction.

Confiscated weapons are to be held as evidence until a Court Order is issued dictating the method of disposal.

- B. Every law enforcement agency shall maintain a docket of all seized deadly weapons, including firearms. –[Section 45-9-151, Miss. Code Ann. (1972 amended)]

1. The docket shall contain the following information:
 - a. Name of arresting officer
 - b. Date of arrest
 - c. Charge upon which the seizure is based
 - d. Name of person from whom weapon seized
 - e. Physical description of weapon
 - f. Serial number of weapon
 - g. Chain of custody of weapon

Entries into docket shall be made within ten (10) days of seizure.

- C. A court of competent jurisdiction should order, either by forfeiture under Section 97-37-3, Mississippi Code of 1972, Annotated, or by a civil action for forfeiture, one of the following methods be employed to dispose of the confiscated weapon:

1. The confiscated weapon be disposed of by public auction;
2. The confiscated weapon be placed upon the property inventory of the state institution; or
3. The confiscated weapon be destroyed.

- D. If the Order requires the confiscated weapon be disposed of by public auction, the following is required:

The confiscated weapon should be surrendered to the law enforcement agency.

1. A copy of the Order requiring the confiscated weapon be sold should be provided to the law enforcement agency with documentation identifying each weapon by description and serial number.
2. A receipt of each weapon containing its description and serial number should be obtained from the law enforcement agency and retained in the institution's files with the related Court Order.
3. Confiscated weapons ordered by a court to be sold are not to be placed on the City's inventory.

- E. If the Order requires the confiscated weapon be placed on the property inventory of the City, the following is required:

The confiscated weapon should be accounted for under the rules and regulations promulgated by the Mississippi Municipality Fixed Assets Management Manual, as are other personal property items acquired by the City.

- F. If the order requires the confiscated weapon be destroyed, the following is required:

1. The Order should contain a clear and precise method of destruction.

2. A return from the officer ordered to destroy the weapon shall be filed. The record of return should include the following:

- a. A sworn statement from the officer that the weapon was destroyed as ordered;

Vehicles

Vehicles, which have been ordered by the court, forfeited to the municipal law enforcement agency are for the use of the municipal law enforcement agency for official business only, and may not be used by municipal employees for other municipal purposes. (Section 41-29-181(7))

However, title to seized vehicles may be transferred to other city and county agencies for use by that city or county. (Section 17-13-13)

Forfeited Property

Forfeited property should be entered in the City fixed assets master records in the same manner as other City property being used by the municipal law enforcement agency. Once the property has been placed upon the property ledgers of the City, said property may be sold, traded, disposed of, or otherwise used in the identical manner as other City property originally purchased with City funds, or used by any other municipal agency or department "designated by the court."

Forfeited property, other than real property, may be sold at public auction for cash by the chief law enforcement officer of the initiating law enforcement agency, or his designee.

Task Force

Disposition of Seized Property Concerning Task Forces or More Than One Law Enforcement Agency

- A. Section 41-29-181(2) of the Mississippi Code provides if more than one "law enforcement agency" participates in a criminal case out of which a forfeiture arises, then:

Fifty percent (50%) of the proceeds shall be deposited and credited to the budget of the law enforcement agency whose officers initiated the criminal case and fifty percent (50%) shall be divided equitably between or among the other participating law enforcement

agencies, and shall be deposited and credited to the budgets of the participating law enforcement agencies. Should there be a dispute wherein the agencies cannot agree on the division of their fifty percent, a petition shall be filed by any one of them in the court in which the civil forfeiture case is brought and the court shall make an equitable division.

- B. If the Mayor and Board of Aldermen, or Board of Aldermen and Councilmen of each of the municipalities involved in the task force approves

the appropriation allowed in Section 99-27-37, then one-third (1/3) of the fines that are collected by the task force may be returned to the task force to defray the expenses listed in that statute (assuming the interlocal agreement creating the task force provides therefore) rather than sending the appropriation through the general fund.

CHAPTER 3 – FIXED ASSET DELETIONS

When a piece of property is considered to be no longer of use, the following steps must be taken to dispose of it.

1. Department head or appointee compiles a list of such property including the following:
 - a. City asset number
 - b. Description including make and model
 - c. Serial number
 - d. Date of purchase
 - e. Original purchase price
2. This list is then submitted to the City Clerk's office to go on the agenda for the next Board of Aldermen meeting. In the request, state whether the property is to be sold, held for auction or otherwise disposed of.
3. After Board approval:
 - a. A notice is placed in three public places (usually City Hall, the police department, and library) that the items will be sold and the manner in which they will be sold.
 - b. Items to be auctioned are segregated and stored by the department or in cooperation with another department.
 - c. Items approved for disposal are disposed of properly.
4. The Fixed Asset Control Clerk lists the property for sale on the auction website and coordinates pickup of the item with the department. The item will be removed from the main fixed asset list.

Appendix
Fixed Asset Forms

LOST, STOLEN OR DISPOSED PROPERTY AFFIDAVIT

CITY OF RIDGELAND, MISSISSIPPI

304 Highway 51
Ridgeland, MS 39157

Location of Property: _____ Date: _____

<u>Description</u>	<u>Inventory Number</u>	<u>Report Number</u>	<u>Date Purchased</u>	<u>Cost or Value</u>
--------------------	-------------------------	----------------------	-----------------------	----------------------

Detailed Explanation of Loss: (In case of theft, robbery or mysterious disappearance, show the name of the Police Department notified and the date the loss was discovered. If such loss was not reported to a Police Department at the time of the discovery, give a complete explanation of such failure.)

WE HEREBY STATE UNDER OATH THAT THE ABOVE FACTS ARE TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE.

Employee Responsible for Property

Date

Fixed Assets Control Clerk

Date

Mayor

Date

THIS DATE PERSONALLY APPEARED BEFORE ME, the undersigned authority, in and for Madison County, in the State of Mississippi, the above named individuals, who being first duly sworn, state on their oaths that the above facts are true and correct to the best of their knowledge.

GIVEN UNDER MY HAND AND OFFICAL SEAL, this the ____ day of _____, 20__.

Notary Public

CITY OF RIDGELAND
ASSIGNMENT OF FIXED ASSETS

TO: FIXED ASSETS CONTROL CLERK

FROM: _____
(EMPLOYEE NAME)

DATE: _____

This is to verify that I have the equipment listed below and I am using it to conduct official Municipal business.

Description of Equipment	Serial Number	Fixed Asset Number	Location

(Employee's Signature)

(Date)

Fixed Assets Original Purchase

Property # _____

Description _____

Purchasing Dept _____ Serial # _____

Manufacturer _____ Model # _____

Location:

Primary _____ Secondary _____

(Building, Complex, Etc.)

(Room, Vehicle, Individual, Etc.)

Purchase Date _____ Amount _____

Vendor _____

Invoice # _____ Purchase Order # _____

Comments (Note if this purchase was made with grant funds, donation, etc.)

For Admin use only

Insurance type _____

Depreciable Asset? Y or N Asset Life _____ Salvage Value _____

Accumulated Depreciation _____ Depreciation Expense _____

Tag # _____ Title # _____

**PLEASE SEE THAT THIS FORM IS ATTACHED TO THE
PHYSICAL INVENTORY OF ASSETS**

**STATE OF MISSISSIPPI
Inventory Statement**

CITY OF RIDGELAND

Inventory Position as of _____
(Date)

	Beginning Balance	Additions	Deletions	Ending Balance
Mobile Equipment (Vehicles)				
Furniture and Equipment				
Land				
Buildings				
Improvements Other Than Buildings				
<u>Totals</u>				

Prepared By _____

Official Title _____

Fixed Assets
Transfer Department to Department
Transfer Within A Department

This transfer has to do with transferring property from one department to another or from location to location within a department. Each department should keep a copy of this completed form on file. The original should be turned in to the Fixed Assets Control Clerk.

Old Property # _____

Serial # _____ Model# _____

Description (include brand name) _____

Vendor _____

Physical Location Removed From _____

Department Removed From _____

Original Purchase Date _____ Transfer Date _____

Original Purchase Amount _____ Condition of Property at Transfer _____
(Excellent/Good/Fair/Poor)

Transferring Agent (signature) _____

Reason for Transfer _____

Information for Receiving Department

New Property# _____

New Physical Location _____

Receiving Department _____

Condition of Property when Received _____
(Excellent/Good/Fair/Poor)

Receiving Agent (signature) _____

Department Head (signature) _____

VENDOR		DOCKET	*-----INVOICE-----*			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-61100	RIDGELAND TOURISM COMMISS	153896	TOURISM TAX	I 201905156714	5/14/2019	154,795.49
			TOURISM TAX	001-000-101	154,795.49	
						=====
TOTAL =						154,795.49
						=====

FUND TOTALS		
FUND	NAME	TOTAL
001	GENERAL FUND	154,795.49
TOTALS FOR ALL FUNDS =		154,795.49

VENDOR		DOCKET	*-----INVOICE-----*			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-03495	MISS DEPARTMENT OF REVENUE	153897	APRIL 2019 SALES TAX	I 201905246722	5/16/2019	6,573.58
			APRIL 2019 SALES TAX	001-000-104	566.73	
			APRIL 2019 SALES TAX	400-000-111	6,006.85	
TOTAL =						6,573.58

FUND TOTALS		
FUND	NAME	TOTAL
001	GENERAL FUND	566.73
400	PUBLIC UTILITIES FUND	6,006.85
TOTALS FOR ALL FUNDS =		6,573.58

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-03495	MISS DEPARTMENT OF REVENUE	153898	TAG FOR POLICE DEPT	I 201905246723	5/24/2019	12.00
			TAG FOR POLICE DEPT	001-100-632	12.00	
TOTAL =						12.00

FUND TOTALS		
FUND	NAME	TOTAL
=====		
001	GENERAL FUND	12.00
=====		
TOTALS FOR ALL FUNDS =		12.00

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-00550	A T & T	153899	60189817025490595:05-04 - 06-3 I 60189817025490595:05-04 - 06-3	201905296731 001-100-604	5/04/2019 31.53	31.53
01-02164	AETNA	153900	863057-10-00001: JUNE 2019 863057-10-00001: JUNE 2019 863057-10-00001: JUNE 2019 863057-10-00001: JUNE 2019 863057-10-00001: JUNE 2019 863057-10-00001: JUNE 2019 863057-10-00001: JUNE 2019 863057-10-00001: JUNE 2019 863057-10-00001: JUNE 2019 863057-10-00001: JUNE 2019 863057-10-00001: JUNE 2019 863057-10-00001: JUNE 2019 863057-10-00001: JUNE 2019 863057-10-00001: JUNE 2019 863057-10-00001: JUNE 2019 863057-10-00001: JUNE 2019 863057-10-00001: JUNE 2019 863057-10-00001: JUNE 2019 863057-10-00001: JUNE 2019	I 201905296728 001-010-480 001-020-480 001-040-480 001-040-480 001-092-480 001-100-480 001-160-480 001-180-480 001-201-480 001-340-480 005-101-480 400-650-480 404-650-480 001-000-170 005-000-170 400-000-170 404-000-170	5/16/2019 106.00 95.40 84.80 10.60 10.60 879.80 572.40 106.00 339.20 137.80 21.20 243.80 21.20 83.00 0.00 11.62 0.00	2,723.42
01-05623	ALDRIDGE PITE HAAN, LLP	153901	D ROBINSON:251-08-05712-COV D ROBINSON:251-08-05712-COV	I 201905306795 001-000-169	5/30/2019 3,494.99	3,494.99
01-04417	ALLEN ENGINEERING AND SCI	153902	04-01-19 - 04-28-19 STORMWATER I 04-01-19 - 04-28-19 STORMWATER	00190270 001-201-600	4/28/2019 1,541.67	1,541.67
01-01558	AMERICA'S CHOICE CHEMICAL	153903	OIL FOOD GRADE WELL OIL	I 12785 400-650-525	5/15/2019 3,097.50	3,097.50
01-03780	AMERICAN MUNICIPAL SERVIC	153904	APRIL 2019: COURT APRIL 2019: COURT	I 42306 001-000-115	4/30/2019 60.00	60.00
01-05620	JIMMY ASBILL	153905	REMITTANCE OF RESTITUTION REMITTANCE OF RESTITUTION	I 201905296730 001-000-122	5/16/2019 465.50	465.50
01-03810	ASPHALT ZIPPER, INC	153906	ASPHALT ZIPPER PARTS SKID BARS BOLT NUT FREIGHT	I INV/2019/0769 001-201-635 001-201-635 001-201-635 001-201-635	5/15/2019 1,261.14 60.54 18.54 169.07	1,509.29
01-01944	ATMOS ENERGY	153907	3013046088:04-23-19 - 05-21-19 I 3013046088:04-23-19 - 05-21-19	201905296732 001-160-630	5/22/2019 99.62	99.62
01-04540	AUSTRALIAN COURTWORKS	153908	COURT 9 CRAC PATCH@TENNIS 9	I 091605-2776 001-340-637	5/22/2019 550.00	550.00
01-02958	AUTOZONE INC	153909	REMITTANCE OF RESTITUTION REMITTANCE OF RESTITUTION	I 201905296729 001-000-122	5/16/2019 755.00	755.00

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-03426	BASS, NOELL	153910	ADV TRAV: 06-09-19 - 06-14-19 I ADV TRAV: 06-09-19 - 06-14-19	201905296733 001-100-610	4/16/2019 235.75	235.75
01-03127	BEAL, KRISTEN	153911	PRAM LUNCH TRAINING PRAM LUNCH TRAINING	I 201905306764 001-093-681	5/24/2019 16.00	16.00
01-02258	BRACEY, RICKY	153912	ADV TRAV: 06-17-19 - 06-21-19 I ADV TRAV: 06-17-19 - 06-21-19	201905296734 001-100-610	3/29/2019 235.75	235.75
01-08860	BULLDOG CONSTRUCTION CO I	153913	REPAIRING SIDEWALK LEVELING & LIFTING MISC IN PLACE CONCRE CURB & GUTTER	I 4965 001-201-603 001-201-603 001-201-603	4/09/2019 1,520.00 1,800.00 2,250.00	5,570.00
01-05141	BURGER & BLUES	153914	BG DEPOSIT SMOKED CHICKEN PULLED PORK	I 070419 001-340-650 001-340-650	5/22/2019 1,837.50 3,412.50	5,250.00
01-05141	BURGER & BLUES	153915	BG FINAL PAYMENT SMOKED CHICKEN PULLED PORK	I 070419-A 001-340-650 001-340-650	5/22/2019 1,837.50 3,412.50	5,250.00
01-03826	C SPIRE WIRELESS	153916	0002596490:04-08-19 - 05-07-19 I 0002596490:04-08-19 - 05-07-19	201905296738 001-340-605	5/07/2019 823.48	823.48
01-03826	C SPIRE WIRELESS	153917	0031656019:04-26-19 - 05-22-19 I 0031656019:04-26-19 - 05-22-19	201905296739 001-020-605	5/22/2019 50.85	50.85
01-03826	C SPIRE WIRELESS	153918	0031656041:04-23-19 - 05-22-19 I 0031656041:04-23-19 - 05-22-19 0031656041:04-23-19 - 05-22-19 0031656041:04-23-19 - 05-22-19 0031656041:04-23-19 - 05-22-19	201905306765 001-020-605 001-042-605 001-080-605 001-092-605 001-093-605	5/22/2019 273.52 170.08 50.85 20.41 50.85	565.71
01-03826	C SPIRE WIRELESS	153919	0031656124:04-23-19 - 05-22-19 I 0031656124:04-23-19 - 05-22-19	201905306796 001-180-605	5/22/2019 413.70	413.70
01-05287	CARDIO PARTNERS INC	153920	FD - POWER CORD CORD FREIGHT	I 649131 001-160-635 001-160-635	5/15/2019 10.00 7.00	17.00
01-12050	CENTRAL PIPE SUPPLY INC	153921	3/4" INDEXES 3/4" INDEXES 2" MALE IP TO 2" COM	I S100178408.001 400-650-575 400-650-575	5/02/2019 3,960.00 246.90	4,206.90
01-12050	CENTRAL PIPE SUPPLY INC	153922	WATER PARTS 6" MJ VALVE 6"x13" ANCHOR COUPLI 6" MJ PLUG FIRE HYDRANT	I S100179062.001 400-650-575 400-650-575 400-650-575 400-650-575	5/08/2019 743.50 957.60 156.60 1,295.35	4,205.58

VENDOR		DOCKET		*-----INVOICE-----*			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT	
01-12050	CENTRAL PIPE SUPPLY INC	153922	WATER PARTS	I 5100179062.001	5/08/2019	4,205.58	CONT
			2 X 1 BRASS BUSHING	400-650-575	195.20		
			PVC CLEANER	400-650-575	115.68		
			6X6 TAPPING SLEEVE	400-650-575	306.15		
			FLANGE PACK	400-650-575	7.50		
			6" ATE VALVE	400-650-575	353.00		
			VALVE BOX	400-650-575	75.00		
01-12050	CENTRAL PIPE SUPPLY INC	153923	4" FLAPPER VALVE	I 5100179592.001	5/13/2019	283.56	
			4" FLAPPER VALVE	400-650-575	283.56		
01-03774	CHANNING BETE COMPANY, IN	153924	FD - BLS MANUALS	I 53681044	5/15/2019	318.86	
			BLS MANUAL	001-160-681	290.00		
			FREIGHT	001-160-681	28.86		
01-02882	CHAPIN, KELLY	153925	ADV TRAV: 06-09-19 - 06-14-19	I 201905296735	4/16/2019	235.75	
			ADV TRAV: 06-09-19 - 06-14-19	001-100-610	235.75		
01-13025	CINTAS CORPORATION LOC #2	153926	04448	I 10630979	3/01/2019	2.59	
			04448	001-201-540	2.59		
01-13025	CINTAS CORPORATION LOC #2	153927	02147	I 21685451	5/10/2019	56.67	
			02147	001-340-540	56.67		
01-13025	CINTAS CORPORATION LOC #2	153928	14837895	I 21685493	5/10/2019	49.21	
			14837895	001-180-540	37.81		
			14837895	400-650-540	11.40		
01-13025	CINTAS CORPORATION LOC #2	153929	00025	I 21685529	5/10/2019	312.40	
			00025	001-100-604	312.40		
01-13025	CINTAS CORPORATION LOC #2	153930	02147	I 22133411	5/17/2019	56.67	
			02147	001-340-540	56.67		
01-13025	CINTAS CORPORATION LOC #2	153931	02148	I 22133514	5/17/2019	49.21	
			02148	001-180-540	37.81		
			02148	400-650-540	11.40		
01-13025	CINTAS CORPORATION LOC #2	153932	04481	I 22395968	5/22/2019	47.32	
			04481	400-650-540	47.32		
01-13025	CINTAS CORPORATION LOC #2	153933	02147	I 22557778	5/24/2019	56.67	
			02147	001-340-540	56.67		
01-13025	CINTAS CORPORATION LOC #2	153934	02148	I 22557840	5/24/2019	49.21	
			02148	001-180-540	37.81		
			02148	400-650-540	11.40		
01-13025	CINTAS CORPORATION LOC #2	153935	04450	I 22771025	5/29/2019	297.92	
			04450	400-650-535	283.21		
			04450	404-650-535	14.71		

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-13025	CINTAS CORPORATION LOC #2	153936	04448	I 22771139	5/29/2019	265.38
			04448	001-201-535	265.38	
01-13025	CINTAS CORPORATION LOC #2	153937	14839802	I 22774064	5/29/2019	2.59
			14839802	001-201-540	2.59	
01-13025	CINTAS CORPORATION LOC #2	153938	14839846	I 22774108	5/29/2019	47.32
			14839846	400-650-540	47.32	
01-05517	CITY OF JACKSON	153939	030-5373:JUNE 2019 WEST RIDGEL I	201905296736	5/29/2019	27,519.82
			030-5373:JUNE 2019 WEST RIDGEL	400-650-691	27,519.82	
01-13200	CITY OF JACKSON	153940	030-5380:JUNE 2019 EAST MADISO I	201905296737	5/29/2019	34,894.72
			030-5380:JUNE 2019 EAST MADISO	404-650-688	34,894.72	
01-05618	CLASSWARD LLC	153941	FD - EMT PREP	I 42	5/13/2019	179.95
			EMT PREP	001-160-681	179.95	
01-14370	CLYDE C SCOTT INSURANCE A	153942	MAYOR MCGEE POLICY RENEWAL	I 33005	5/15/2019	250.00
			MAYOR MCGEE POLICY RENEWAL	001-092-625	250.00	
01-14370	CLYDE C SCOTT INSURANCE A	153943	D. SMITH POLICY RENEWAL	I 33006	5/15/2019	250.00
			D. SMITH POLICY RENEWAL	001-092-625	250.00	
01-14370	CLYDE C SCOTT INSURANCE A	153944	K. HEARD POLICY RENEWAL	I 33007	5/15/2019	250.00
			K. HEARD POLICY RENEWAL	001-092-625	250.00	
01-14370	CLYDE C SCOTT INSURANCE A	153945	K. HOLDER POLICY RENEWAL	I 33008	5/15/2019	250.00
			K. HOLDER POLICY RENEWAL	001-092-625	250.00	
01-14370	CLYDE C SCOTT INSURANCE A	153946	W. LEE POLICY RENEWAL	I 33009	5/15/2019	250.00
			W. LEE POLICY RENEWAL	001-092-625	250.00	
01-14370	CLYDE C SCOTT INSURANCE A	153947	B. RAMSEY POLICY RENEWAL	I 33010	5/15/2019	250.00
			B. RAMSEY POLICY RENEWAL	001-092-625	250.00	
01-14370	CLYDE C SCOTT INSURANCE A	153948	W. HAMLIN POLICY RENEWAL	I 33012	5/15/2019	250.00
			W. HAMLIN POLICY RENEWAL	001-092-625	250.00	
01-14370	CLYDE C SCOTT INSURANCE A	153949	C. GAUTIER POLICY RENEWAL	I 33013	5/15/2019	250.00
			C. GAUTIER POLICY RENEWAL	001-092-625	250.00	
01-02440	COMCAST CABLE	153950	8396410530286232:05-19 - 06-18 I	201905296740	5/15/2019	106.85
			8396410530286232:05-19 - 06-18	001-201-604	106.85	
01-15250	CONTROL SYSTEMS INC	153951	SERVICE CALL OID CANTON	I 56984	5/16/2019	360.00
			SERVICE CALL OID CANTON	400-650-603	360.00	
01-16500	CUSTOM PRODUCTS CORP	153952	MAST ARM SIGNS	I 317644	4/01/2019	2,466.78
			RICE RD	001-201-685	197.50	
			HARBOR DR	001-201-685	576.70	

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-16500	CUSTOM PRODUCTS CORP	153952	MAST ARM SIGNS	I 317644	4/01/2019	2,466.78
			SUNNYBROOK RD	001-201-685	823.58	
			STEED RD	001-201-685	477.95	
			OLD CANTON RD	001-201-685	391.05	
01-16500	CUSTOM PRODUCTS CORP	153953	COURSE MAP SIGN	I 319815	5/16/2019	189.96
			COURSE MAP SIGN	012-280-730	189.96	
01-02613	DATAPROSE, LLC	153954	IN-HOUSE INSERT WQR MESSAGE	I 3P43013	5/07/2019	378.08
			IN-HOUSE INSERT WQR MESSAGE	400-650-604	378.08	
01-17880	DEAN AND DEAN/ASSOCIATES	153955	NEW CITY HALL PROJECT	I 50419	5/07/2019	31,005.11
			NEW CITY HALL PROJECT	390-601-600	31,005.11	
01-18050	DELL MARKETING L.P.	153956	DISKEEPER MAINTENANCE	I 10312342731	4/29/2019	2,824.26
			DISKEEPER MAINTENANCE	001-010-635	280.42	
			DISKEEPER MAINTENANCE	001-020-635	60.12	
			DISKEEPER MAINTENANCE	001-042-635	360.54	
			DISKEEPER MAINTENANCE	001-080-635	40.06	
			DISKEEPER MAINTENANCE	001-100-635	841.26	
			DISKEEPER MAINTENANCE	001-160-635	340.51	
			DISKEEPER MAINTENANCE	001-180-635	260.39	
			DISKEEPER MAINTENANCE	001-201-635	140.21	
			DISKEEPER MAINTENANCE	001-340-635	320.48	
			DISKEEPER MAINTENANCE	400-650-635	180.27	
01-03638	DELTA DENTAL INSURANCE CO	153957	25-1536700000: JUNE 2019	I BE003417321	6/01/2019	11,308.28
			25-1536700000: JUNE 2019	001-010-480	281.50	
			25-1536700000: JUNE 2019	001-020-480	253.35	
			25-1536700000: JUNE 2019	001-040-480	225.20	
			25-1536700000: JUNE 2019	001-040-480	28.15	
			25-1536700000: JUNE 2019	001-092-480	28.15	
			25-1536700000: JUNE 2019	001-100-480	2,336.45	
			25-1536700000: JUNE 2019	001-160-480	1,491.95	
			25-1536700000: JUNE 2019	001-160-480	28.15	
			25-1536700000: JUNE 2019	001-180-480	281.50	
			25-1536700000: JUNE 2019	001-201-480	872.65	
			25-1536700000: JUNE 2019	001-201-480	28.15	
			25-1536700000: JUNE 2019	001-340-480	365.95	
			25-1536700000: JUNE 2019	005-101-480	56.30	
			25-1536700000: JUNE 2019	400-650-480	619.30	
			25-1536700000: JUNE 2019	404-650-480	56.30	
			25-1536700000: JUNE 2019	001-000-170	3,802.54	
			25-1536700000: JUNE 2019	005-000-170	0.00	
			25-1536700000: JUNE 2019	400-000-170	485.86	
			25-1536700000: JUNE 2019	404-000-170	66.83	
01-05547	DELTA INDUSTRIES	153958	CONCRETE GROUT	I 644239	5/17/2019	1,085.00
			GROUT	001-201-575	1,080.00	
			ENVIRONMENTAL FEE	001-201-575	5.00	
01-05542	DESIGN PRECAST & PIPE INC	153959	SUNNYBROOK WTR LINE	I 71633	4/04/2019	6,086.72

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-05542	DESIGN PRECAST & PIPE INC	153959	SUNNYBROOK WTR LINE	I 71633	4/04/2019	6,086.72
			58X36 ARCH PIPE 6 JO	352-601-760	4,566.72	
			58X36 ARCH FES	352-601-760	1,520.00	
01-05542	DESIGN PRECAST & PIPE INC	153960	SUNNYBROOK WTR LINE	I 71859	4/17/2019	6,522.40
			36 X 60 JUNCTION BOX	352-601-760	1,892.54	
			36X60 SS-2 CURB INLE	352-601-760	2,199.66	
			36X60 SS-2 INLET 1 W	352-601-760	2,430.20	
01-05542	DESIGN PRECAST & PIPE INC	153961	SUNNYBROOK WTR LINE	I 72429	5/08/2019	1,346.01
			36X60 SS-2 CURB INLE	352-601-760	117.47	
			36X60 SS-2 INLET 1 W	352-601-760	1,228.54	
01-18620	DICKERSON & BOWEN INC	153962	TONS OF ASPHALT	I 75182	4/30/2019	1,101.06
			TONS OF ASPHALT	001-201-575	1,101.06	
01-18620	DICKERSON & BOWEN INC	153963	TONS OF ASPHALT	I 75203	4/30/2019	820.80
			TONS OF ASPHALT	001-201-575	820.80	
01-18620	DICKERSON & BOWEN INC	153964	TONS OF ASPHALT	I 75232	5/07/2019	826.20
			TONS OF ASPHALT	001-201-575	826.20	
01-05590	DINGES FIRE COMPANY	153965	FD - GLOVES	I 00256	5/20/2019	976.02
			GLOVES	001-160-536	959.40	
			SHIPPING	001-160-536	16.62	
01-19050	DISCOUNT TROPHY INC	153966	MIRACLE LEAGUE	I 120376	5/20/2019	350.00
			MIRACLE LEAGUE	001-340-545	350.00	
01-19050	DISCOUNT TROPHY INC	153967	MEDAL -3 INCH	I 120459	5/17/2019	70.00
			M-3 INCH	001-550-599	70.00	
01-21506	ENERGY	153968	157107822: 04-02-19 - 05-01-19	I 201905296741	5/24/2019	265.92
			157107822: 04-02-19 - 05-01-19	001-201-684	265.92	
01-21506	ENERGY	153969	100962737: 04-24-19 - 05-22-19	I 201905296742	5/29/2019	9.12
			100962737: 04-24-19 - 05-22-19	400-650-630	9.12	
01-21506	ENERGY	153970	105612568: 04-25-19 - 05-24-19	I 201905296743	5/29/2019	210.15
			105612568: 04-25-19 - 05-24-19	001-201-684	210.15	
01-21506	ENERGY	153971	105612600: 04-25-19 - 05-24-19	I 201905296744	5/29/2019	272.45
			105612600: 04-25-19 - 05-24-19	001-201-684	272.45	
01-21506	ENERGY	153972	123466740: 04-25-19 - 05-24-19	I 201905296745	5/29/2019	81.67
			123466740: 04-25-19 - 05-24-19	001-201-684	81.67	
01-21506	ENERGY	153973	123466989: 04-25-19 - 05-24-19	I 201905296746	5/29/2019	25.64
			123466989: 04-25-19 - 05-24-19	001-201-684	25.64	
01-21506	ENERGY	153974	123467862: 04-25-19 - 05-24-19	I 201905296747	5/29/2019	67.40
			123467862: 04-25-19 - 05-24-19	001-201-684	67.40	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-21506	ENTERGY	153975	123469033: 04-25-19 - 05-24-19 I 123469033: 04-25-19 - 05-24-19 001-201-684	201905296748 26.63	5/29/2019	26.63
01-21506	ENTERGY	153976	128655347: 04-25-19 - 05-24-19 I 128655347: 04-25-19 - 05-24-19 001-201-684	201905296749 138.98	5/29/2019	138.98
01-21506	ENTERGY	153977	148884430: 04-25-19 - 05-24-19 I 148884430: 04-25-19 - 05-24-19 001-201-684	201905296750 1,161.76	5/29/2019	1,161.76
01-21506	ENTERGY	153978	44930162: 04-25-19 - 05-24-19 I 44930162: 04-25-19 - 05-24-19 001-201-684	201905296751 22.56	5/29/2019	22.56
01-21506	ENTERGY	153979	67890079: 04-25-19 - 05-24-19 I 67890079: 04-25-19 - 05-24-19 001-201-684	201905296752 32.67	5/29/2019	32.67
01-21506	ENTERGY	153980	82141797: 04-25-19 - 05-24-19 I 82141797: 04-25-19 - 05-24-19 001-201-684	201905296753 81.33	5/29/2019	81.33
01-21506	ENTERGY	153981	100962703: 04-26-19 - 05-24-19 I 100962703: 04-26-19 - 05-24-19 400-650-630	201905306766 9.01	5/30/2019	9.01
01-21506	ENTERGY	153982	101379923: 04-26-19 - 05-25-19 I 101379923: 04-26-19 - 05-25-19 001-201-684	201905306767 34.10	5/30/2019	34.10
01-21506	ENTERGY	153983	114576762: 04-26-19 - 05-28-19 I 114576762: 04-26-19 - 05-28-19 001-201-684	201905306768 50.52	5/30/2019	50.52
01-21506	ENTERGY	153984	119515120: 04-25-19 - 05-23-19 I 119515120: 04-25-19 - 05-23-19 001-340-630	201905306769 45.27	5/30/2019	45.27
01-21506	ENTERGY	153985	123468100: 04-25-19 - 05-24-19 I 123468100: 04-25-19 - 05-24-19 001-201-684	201905306770 22.20	5/30/2019	22.20
01-21506	ENTERGY	153986	123468233: 04-26-19 - 05-28-19 I 123468233: 04-26-19 - 05-28-19 001-201-684	201905306771 23.03	5/30/2019	23.03
01-21506	ENTERGY	153987	123468522: 04-26-19 - 05-28-19 I 123468522: 04-26-19 - 05-28-19 001-201-684	201905306772 25.87	5/30/2019	25.87
01-21506	ENTERGY	153988	125164566: 04-26-19 - 05-28-19 I 125164566: 04-26-19 - 05-28-19 001-201-684	201905306773 92.52	5/30/2019	92.52
01-21506	ENTERGY	153989	125336933: 04-26-19 - 05-28-19 I 125336933: 04-26-19 - 05-28-19 001-201-684	201905306774 38.15	5/30/2019	38.15
01-21506	ENTERGY	153990	125345488: 04-25-19 - 05-25-19 I 125345488: 04-25-19 - 05-25-19 001-201-684	201905306775 47.55	5/30/2019	47.55
01-21506	ENTERGY	153991	125345504: 04-26-19 - 05-28-19 I 125345504: 04-26-19 - 05-28-19 001-201-684	201905306776 41.59	5/30/2019	41.59

VENDOR NUMBER	NAME	DOCKET		*-----INVOICE-----*		
		NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-21506	ENTERGY	153992	148884364: 04-25-19 - 05-23-19 I 148884364: 04-25-19 - 05-23-19 001-201-684	201905306777	5/30/2019 1,066.14	1,066.14
01-21506	ENTERGY	153993	154178826: 04-25-19 - 05-24-19 I 154178826: 04-25-19 - 05-24-19 001-201-684	201905306778	5/30/2019 62.05	62.05
01-21506	ENTERGY	153994	15484330: 04-26-19 - 05-28-19 I 15484330: 04-26-19 - 05-28-19 001-100-630	201905306779	5/30/2019 5,266.60	5,266.60
01-21506	ENTERGY	153995	17002775: 04-25-19 - 05-25-19 I 17002775: 04-25-19 - 05-25-19 400-650-630	201905306780	5/30/2019 12.76	12.76
01-21506	ENTERGY	153996	17717240: 04-26-19 - 05-28-19 I 17717240: 04-26-19 - 05-28-19 001-201-630	201905306781	5/30/2019 362.20	362.20
01-21506	ENTERGY	153997	17853490: 04-26-19 - 05-28-19 I 17853490: 04-26-19 - 05-28-19 001-340-630	201905306782	5/30/2019 1,597.12	1,597.12
01-21506	ENTERGY	153998	47143144: 04-26-19 - 05-28-19 I 47143144: 04-26-19 - 05-28-19 400-650-630	201905306783	5/30/2019 40.87	40.87
01-21506	ENTERGY	153999	47143193: 04-26-19 - 05-28-19 I 47143193: 04-26-19 - 05-28-19 400-650-630	201905306784	5/30/2019 24.93	24.93
01-21506	ENTERGY	154000	64589617: 04-26-19 - 05-28-19 I 64589617: 04-26-19 - 05-28-19 001-340-630	201905306785	5/30/2019 7.69	7.69
01-21506	ENTERGY	154001	64589682: 04-26-19 - 05-28-19 I 64589682: 04-26-19 - 05-28-19 001-340-630	201905306786	5/30/2019 7.69	7.69
01-21506	ENTERGY	154002	69877777: 04-26-19 - 05-28-19 I 69877777: 04-26-19 - 05-28-19 001-340-630	201905306787	5/30/2019 7.69	7.69
01-21506	ENTERGY	154003	69877793: 04-26-19 - 05-28-19 I 69877793: 04-26-19 - 05-28-19 001-340-630	201905306788	5/30/2019 8.04	8.04
01-21506	ENTERGY	154004	69877819: 04-26-19 - 05-28-19 I 69877819: 04-26-19 - 05-28-19 001-340-630	201905306789	5/30/2019 7.69	7.69
01-21506	ENTERGY	154005	74592593: 04-26-19 - 05-24-19 I 74592593: 04-26-19 - 05-24-19 001-201-630	201905306790	5/30/2019 95.72	95.72
01-21506	ENTERGY	154006	74592635: 04-26-19 - 05-25-19 I 74592635: 04-26-19 - 05-25-19 400-650-630	201905306791	5/30/2019 104.65	104.65
01-21506	ENTERGY	154007	75485649: 04-25-19 - 05-23-19 I 75485649: 04-25-19 - 05-23-19 001-201-684	201905306792	5/30/2019 11.31	11.31
01-21506	ENTERGY	154008	78293693: 04-25-19 - 05-25-19 I 78293693: 04-25-19 - 05-25-19 001-201-684	201905306793	5/30/2019 65.03	65.03

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-03416	EXPERTS-EXCHANGE, LLC	154009	RENEWAL EXPERTS EXCH RENEWAL EXPERTS EXCH	I 201905216715 001-042-686	5/17/2019 249.00	249.00
01-22500	FEDERAL EXPRESS	154010	1393-1125-6 1393-1125-6	I 6-553-69995 400-650-540	5/16/2019 159.30	159.30
01-05408	JIMMY FINNEGAN	154011	ADV TRAV: 06-09-19 - 06-14-19 ADV TRAV: 06-09-19 - 06-14-19	I 201905296754 001-100-610	4/16/2019 235.75	235.75
01-23750	FORESTRY SUPPLIERS INC	154012	SUPPLIES GATORADE BLUE MARKING FLAGS ORANGE HARD HAT GREEN HARD HATS S11 CHEST WADERS S7 RUBBER BOOTS 3gal COOLER 5gal COOLER MEASURING WHEEL	I 527767-00 400-650-540 400-650-540 400-650-540 400-650-540 400-650-540 400-650-540 400-650-540 400-650-540	5/08/2019 420.75 67.50 56.85 56.85 41.75 171.00 66.20 114.60 111.25	1,106.75
01-23750	FORESTRY SUPPLIERS INC	154013	SUPPLIES SHOVEL PITCH FORK SPRAYER RAZOR PRO HERBICIDE	I 532978-00 001-201-540 001-201-540 001-201-540 001-201-540	5/16/2019 44.85 151.50 108.60 353.70	658.65
01-24500	FUELMAN OF MS-#127779	154014	127779; 05-13-19 - 05-19-19 127779; 05-13-19 - 05-19-19 127779; 05-13-19 - 05-19-19	I NP56111050 001-093-525 001-092-525	5/20/2019 27.64 35.02	62.66
01-24500	FUELMAN OF MS-#127779	154015	127779; 05-20-19 - 05-26-19 127779; 05-20-19 - 05-26-19 127779; 05-20-19 - 05-26-19	I NP56148166 001-020-525 001-092-525	5/27/2019 18.36 41.32	59.68
01-01867	FUELMAN OF MS-#127780	154016	127780; 05-13-19 - 05-19-19 127780; 05-13-19 - 05-19-19 127780; 05-13-19 - 05-19-19	I NP56111051 001-201-525 404-650-525	5/20/2019 1,176.75 703.40	1,880.15
01-01867	FUELMAN OF MS-#127780	154017	127780: 05-20-19 - 05-26-19 127780: 05-20-19 - 05-26-19 127780: 05-20-19 - 05-26-19 127780: 05-20-19 - 05-26-19	I NP56148167 001-201-525 400-650-525 404-650-525	5/27/2019 984.43 782.26 98.93	1,865.62
01-01868	FUELMAN OF MS-#127781	154018	127781; 05-13-19 - 05-19-19 127781; 05-13-19 - 05-19-19	I NP56111052 001-160-525	5/20/2019 451.58	451.58
01-01868	FUELMAN OF MS-#127781	154019	127781; 05-20-19 - 05-26-19 127781; 05-20-19 - 05-26-19	I NP56148168 001-160-525	5/27/2019 467.00	467.00
01-01869	FUELMAN OF MS-#127782	154020	127782; 05-13-19 - 05-19-19 127782; 05-13-19 - 05-19-19	I NP56111053 001-180-525	5/20/2019 150.83	150.83

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-01869	FUELMAN OF MS-#127782	154021	127782; 05-20-19 - 05-26-19 127782; 05-20-19 - 05-26-19	I NP56148169 001-180-525	5/27/2019 69.23	69.23
01-01870	FUELMAN OF MS-#127783	154022	127783; 05-13-19 - 05-19-19 127783; 05-13-19 - 05-19-19	I NP56111054 001-100-525	5/20/2019 2,981.71	2,981.71
01-01870	FUELMAN OF MS-#127783	154023	127783: 05-20-19 - 05-26-19 127783: 05-20-19 - 05-26-19	I NP56148170 001-100-525	5/27/2019 3,460.63	3,460.63
01-01871	FUELMAN OF MS-#127785	154024	127785; 05-13-19 - 05-19-19 127785; 05-13-19 - 05-19-19	I NP56111055 001-340-525	5/20/2019 254.37	254.37
01-01871	FUELMAN OF MS-#127785	154025	127785; 05-20-19 - 05-26-19 127785; 05-20-19 - 05-26-19	I NP56148171 001-340-525	5/27/2019 185.92	185.92
01-00565	GEORGE'S DOOR SERVICE INC	154026	FD - OHD AT STATION 4 REPAIR OHD	I 043601 001-160-637	5/15/2019 210.00	210.00
01-00565	GEORGE'S DOOR SERVICE INC	154027	FD - STATION 2 OHD REPAIR	I 043975 001-160-635	5/08/2019 529.00	529.00
01-26200	GRAINGER, W W INC	154028	MOHS EQUIP MOHS EQUIP	I 9171988463 001-100-730	5/10/2019 5,762.24	5,762.24
01-26200	GRAINGER, W W INC	154029	MOHS EQUIP MOHS EQUIP	I 9172531098 001-100-730	5/10/2019 1,246.95	1,246.95
01-02977	GRINER DRILLING SERVICE,	154030	LOWER SCHOOL ST WELL LOWER SCHOOL ST WELL	I 5181098 400-650-603	4/30/2019 12,550.00	12,550.00
01-00442	HACH COMPANY	154031	FLUORIDE REAGENT FLUORIDE REAGENT FREIGHT	I 11462999 400-650-540 400-650-540	5/10/2019 813.80 56.51	870.31
01-27765	HARCROS CHEMICALS INC	154032	150LB CHLORINE 150LB CHLORINE SODIUM FLORIDE	I 770110660 400-650-575 400-650-575	5/20/2019 1,192.50 1,914.00	3,106.50
01-27765	HARCROS CHEMICALS INC	154033	1 TON CHLORINE 1 TON CHLORINE	I 770110667 400-650-575	5/21/2019 660.00	660.00
01-27765	HARCROS CHEMICALS INC	154034	1 TON CHLORINE 1 TON CHLORINE	I 770110694 400-650-575	5/22/2019 660.00	660.00
01-27950	HARLEY-DAVIDSON OF CENTRA	154035	CRANKCASE OIL CRANKCASE OIL	I 336227 001-100-632	5/14/2019 44.94	44.94
01-04898	HARRIS TIRE COMPANY	154036	245/75R17 TIRES 245/75R17 TIRES DISPOSAL	I MS-15622 001-201-632 001-201-632	5/15/2019 189.18 2.00	191.18

VENDOR		DOCKET	*-----INVOICE-----*		
NUMBER	NAME	NUMBER COMMENT	NUMBER	DATE	AMOUNT
01-04898	HARRIS TIRE COMPANY	154037 245/75R17 TIRES 23X9.50 TIRE	I MS-15676 001-201-632	5/15/2019 39.10	39.10
01-04898	HARRIS TIRE COMPANY	154038 205/75R15 TIRE 205/75R15 TIRE DISPOSAL	I MS-16130 001-201-635 001-201-635	5/22/2019 183.76 4.00	187.76
01-04997	HARTLEY EQUIPMENT COMPANY	154039 MOHS EQUIP CHAINSAWS MOHS EQUIP MOHS EQUIP	I 52401 001-100-540 001-100-540 001-100-540	5/21/2019 703.92 13.50 6.95	724.37
01-04997	HARTLEY EQUIPMENT COMPANY	154040 FD - TRIMMER WEEDEATER	I 52733 001-160-540	5/24/2019 290.36	290.36
01-04997	HARTLEY EQUIPMENT COMPANY	154041 FD-HEDGE TRIMMER HEDGE TRIMMER	I 52734 001-160-540	5/24/2019 249.95	249.95
01-30000	HILLARD, MARVIN	154042 WALNUT RIDGE PUMP WALNUT RIDGE PUMP	I 201905246719 400-650-604	4/22/2019 1,550.00	1,550.00
01-30000	HILLARD, MARVIN	154043 PUMP OUT LIFT STATIONS PUMP OUT LIFT STATIONS	I 201905246720 400-650-603	5/03/2019 930.00	930.00
01-30000	HILLARD, MARVIN	154044 CLEAN OUT LIFT STATION CLEAN OUT LIFT STATION	I 201905246721 400-650-603	5/21/2019 620.00	620.00
01-04543	HOSCH, RICHARD	154045 REMITTANCE OF RESTITUTION REMITTANCE OF RESTITUTION	I 201905296755 001-000-122	5/16/2019 800.00	800.00
01-31475	HUTTO'S	154046 CENTIPEDE SOD CENTIPEDE SOD	I 344021 400-650-575	5/23/2019 198.37	198.37
01-32050	ILLINOIS CENTRAL RAILROAD	154047 LAKE HARBOR DRIVE, RIDGELAND LAKE HARBOR DRIVE, RIDGELAND	I 91448434 378-601-760	4/03/2019 5,807.50	5,807.50
01-32200	INDIAN CYCLE FITNESS	154048 BICYCLE TUNE-UP BICYCLE TUNE-UP SHOP FEE	I 672480 001-100-540 001-100-540	5/15/2019 95.00 9.99	104.99
01-32675	INTERSTATE BATTERY SYSTEM	154049 BATTERY BATTERY TRANSPOSE CORRECTION	I 695096 001-340-635 001-340-635	5/21/2019 124.59 0.36	124.95
01-32675	INTERSTATE BATTERY SYSTEM	154050 BATTERY C78 DT-XHD BATTERY 31P-MHD BATTERY	I 695110 400-650-632 400-650-632	5/22/2019 112.95 121.95	234.90
01-04057	ITSAVVY	154051 MOPHIE JUICE PACK AIR MOPHIE JUICE PACK AIR MOPHIE JUICE PACK AIR	I 01108345 001-042-501 001-042-501	5/14/2019 65.62 17.03	82.65

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-33380	JACKSON COMMUNICATIONS IN	154052	LED STOBE LIGHT LED STOBE LIGHT	I 521608 001-201-632	5/15/2019 118.00	118.00
01-33385	JACKSON DATA PRODUCTS IN	154053	WATER QUALITY BROCHURE WATER QUALITY BROCHURE	I 0103695 400-650-603	5/09/2019 318.93	318.93
01-33800	JACKSON PAPER COMPANY	154054	TO REPLACE VOID CHECK 141667 TO REPLACE VOID CHECK 141667 TO REPLACE VOID CHECK 141667	I 1119556A 001-100-510 001-100-500	4/11/2019 27.80 539.20	567.00
01-33800	JACKSON PAPER COMPANY	154055	TO REPLACE VOID CHECK 141667 TO REPLACE VOID CHECK 141667	I 1119557A 001-100-500	4/11/2019 22.78	22.78
01-33800	JACKSON PAPER COMPANY	154056	TO REPLACE VOID CHECK 141667 TO REPLACE VOID CHECK 141667	I 1120529A 001-160-510	4/17/2019 227.84	227.84
01-33800	JACKSON PAPER COMPANY	154057	TO REPLACE VOID CHECK 141667 TO REPLACE VOID CHECK 141667	I 1120716A 001-160-540	4/18/2019 130.00	130.00
01-33800	JACKSON PAPER COMPANY	154058	FD - SUPPLIES PAPER TOWELS 409 CENTERPULL TOWELS	I 1125200 001-160-510 001-160-510 001-160-510	5/15/2019 104.16 40.55 48.00	192.71
01-33800	JACKSON PAPER COMPANY	154059	FD - SUPPLIES LYSOL TOILET BWL CL FEBREZE COFFEE	I 1125315 001-160-510 001-160-510 001-160-540	5/16/2019 37.00 28.00 195.00	260.00
01-33800	JACKSON PAPER COMPANY	154060	COPY PAPER -CH COPY PAPER -CH	I 1125360 001-040-500	5/16/2019 269.00	269.00
01-33800	JACKSON PAPER COMPANY	154061	FD - LAUNDRY DETERGENT LAUNDRY DETERGENT	I 1125630 001-160-510	5/17/2019 49.70	49.70
01-33800	JACKSON PAPER COMPANY	154062	LIBRARY JANITORIAL SUPP TOILET PAPER ROLL TOWELS COPY PAPER	I 1126057 001-350-510 001-350-510 001-350-540	5/21/2019 23.58 96.00 168.50	288.08
01-00265	JACKSON SAFE & LOCK CO	154063	PADLOCKS PADLOCKS	I 31047 400-650-540	5/09/2019 279.60	279.60
01-05137	JCPENNY	154064	REMITTANCE OF RESTITUTION REMITTANCE OF RESTITUTION	I 201905296756 001-000-122	5/16/2019 50.00	50.00
01-35532	KEEP AMERICA BEAUTIFUL IN	154065	ANNUAL FEE ANNUAL FEE	I 2019AF4431 001-550-599	5/22/2019 165.00	165.00
01-00973	KIMBALL MIDWEST	154066	SHOP SUPPLIES 3/16x15 1/2 TIES	I 7125998 400-650-540	5/10/2019 13.70	558.58

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-00973	KIMBALL MIDWEST	154066	SHOP SUPPLIES	I 7125998	5/10/2019	558.58
			5/16X15 1/4 TIES	400-650-540	17.87	
			22-18 BUTT CONNECTOR	400-650-540	25.89	
			20AMP MINI FUSE	400-650-540	14.40	
			GREEN PAINT	400-650-540	121.68	
			WHITE PAINT	400-650-540	121.68	
			BLUE PAINT	400-650-540	243.36	
01-05621	ELIA LANDAVERDE	154067	REMITTANCE OF RESTITUTION	I 201905296758	5/16/2019	400.00
			REMITTANCE OF RESTITUTION	001-000-122	400.00	
01-02576	LINCOLN NATIONAL LIFE INS	154068	502251: JUNE 2019	I 201905296757	5/29/2019	4,327.76
			502251: JUNE 2019	001-010-480	162.94	
			502251: JUNE 2019	001-020-480	50.92	
			502251: JUNE 2019	001-040-480	162.65	
			502251: JUNE 2019	001-040-480	25.50	
			502251: JUNE 2019	001-092-480	14.14	
			502251: JUNE 2019	001-040-480	21.42	
			502251: JUNE 2019	001-100-480	1,467.56	
			502251: JUNE 2019	001-160-480	965.16	
			502251: JUNE 2019	001-180-480	241.78	
			502251: JUNE 2019	001-201-480	495.65	
			502251: JUNE 2019	001-340-480	274.29	
			502251: JUNE 2019	005-101-480	41.60	
			502251: JUNE 2019	400-650-480	376.51	
			502251: JUNE 2019	404-650-480	27.64	
01-00090	LITTLE CREEK INC	154069	SUPPLIES	I 1905005	5/15/2019	1,292.00
			HAND SOAP	001-340-510	158.00	
			GRAY LINERS	001-340-510	768.00	
			HARD ROLL TOWELS	001-340-510	173.00	
			TOILET TISSUE	001-340-510	116.00	
			ROLL TOWELS	001-340-510	77.00	
01-02031	LOWE'S BUSINESS ACCOUNT	154070	MOHS EQUIP	I 02900	5/21/2019	187.63
			SHELVES	001-100-540	32.68	
			SHELF TRACK	001-100-540	86.40	
			2 INCH SCREWS	001-100-540	5.56	
			HANGING HOOKS	001-100-540	11.58	
			MULTI HANGER	001-100-540	8.17	
			FLAT WASHERS	001-100-540	1.19	
			D-RINGS	001-100-540	10.76	
			50 FT ROPE	001-100-540	4.82	
			100FT ROPE	001-100-540	17.19	
			TOOL BAGS	001-100-540	9.28	
01-02031	LOWE'S BUSINESS ACCOUNT	154071	MOHS EQUIP	I 14701	5/15/2019	307.56
			RAGS BOX	001-100-540	9.48	
			WHEEL CHOCK	001-100-540	30.32	
			14" CABLE TIES	001-100-540	11.37	
			BLOW GUN KIT	001-100-540	12.33	
			AUTO COUPLER	001-100-540	7.96	

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-02031	LOWE'S BUSINESS ACCOUNT	154071	MOHS EQUIP	I 14701	5/15/2019	307.56
			AIR CHUCK KOB	001-100-540	7.77	CONT
			POLY FIBER BROOM	001-100-540	10.43	
			PVC AIR HOSE	001-100-540	14.71	
			100 PC TOOL SET	001-100-540	170.06	
			TEFLON TAPE	001-100-540	1.88	
			FUNNELS	001-100-540	4.73	
			4 CYCLE OIL	001-100-540	15.16	
			#10x1.25 SCREWS	001-100-540	11.36	
01-02031	LOWE'S BUSINESS ACCOUNT	154072	SIGN HARDWARE	I 23601	5/22/2019	11.60
			HEX NUT	012-280-730	1.04	
			FLAT WASHER	012-280-730	0.80	
			LOCK NUT	012-280-730	0.88	
			BOLTS	012-280-730	3.32	
			SCREWS	012-280-730	5.56	
01-02372	MAC'S FRESH MARKET	154073	CWC LUNCH	I 201905216716	4/30/2019	481.95
			CWC LUNCH	001-201-540	481.95	
01-41000	MADISON COUNTY JOURNAL	154074	RFP-LANDSCAPE MAINT	I 300063876	1/31/2019	52.42
			RFP-LANDSCAPE MAINT	001-340-615	52.42	
01-41000	MADISON COUNTY JOURNAL	154075	BIDS-LNDSCP & ROADSIDE MAINT	I 300063908	1/31/2019	82.34
			BIDS-LNDSCP & ROADSIDE MAINT	001-201-615	82.34	
01-41000	MADISON COUNTY JOURNAL	154076	1/4 PG AD BIZ MAG	I 300065604	4/30/2019	775.00
			1/4 PG AD BIZ MAG	001-093-615	775.00	
01-01078	MADISON COUNTY WASTEWATER	154077	SRF LOAN: JUNE 2019	I 3690	5/01/2019	1,409.79
			SRF LOAN: JUNE 2019	400-650-842	1,409.79	
01-01078	MADISON COUNTY WASTEWATER	154078	PARKWAY EAST: JUNE 2019	I 3697	5/01/2019	2,021.54
			PARKWAY EAST: JUNE 2019	400-650-845	2,021.54	
01-01078	MADISON COUNTY WASTEWATER	154079	BOZEMAN & OLD CANTON: JUNE 2019	I 3700	5/01/2019	1,832.14
			BOZEMAN & OLD CANTON: JUNE 2019	400-650-848	1,832.14	
01-01078	MADISON COUNTY WASTEWATER	154080	TRUSTMARK LOAN: JUNE 2019	I 3707	5/01/2019	5,809.84
			TRUSTMARK LOAN: JUNE 2019	400-650-846	5,809.84	
01-03554	MADISON SOUTH RUBBISH LAN	154081	LANDFIELD CHARGE	I 12877	5/07/2019	1,440.00
			12 CUBIC YARDS	001-201-683	396.00	
			6 CUBIC YARDS	001-201-683	132.00	
			HOST FEE	001-201-683	60.00	
			ENVIRONMENTAL FEE	001-201-683	60.00	
			12 CUBIC YARDS	352-601-760	792.00	
01-42885	MCGRAW RENTAL AND SUPPLY	154082	SAND BAGS	I 454520.1.1	5/09/2019	96.80
			SAND BAGS	001-201-540	96.80	
01-42885	MCGRAW RENTAL AND SUPPLY	154083	PUSH BROOMS	I 454996.1.2	5/16/2019	102.31

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-42885	MCGRAW RENTAL AND SUPPLY	154083	PUSH BROOMS PUSH BROOMS	I 454996.1.2 001-201-540	5/16/2019 102.31	102.31 CONT
01-42975	MEL LUNA SAW COMPANY	154084	SAW PARTS SAW BAR	I 87791 001-201-635	5/14/2019 44.00	44.00
01-42975	MEL LUNA SAW COMPANY	154085	SAW PARTS BLADE PULLEY MIXING OIL	I 87817 001-201-635 001-201-635	5/16/2019 76.95 75.00	151.95
01-05399	MILLS, SCANLON, DYE, & PI	154086	SERVICES THROUGH 05-28-19 SERVICES THROUGH 05-28-19 SERVICES THROUGH 05-28-19 SERVICES THROUGH 05-28-19 SERVICES THROUGH 05-28-19 SERVICES THROUGH 05-28-19 SERVICES THROUGH 05-28-19 SERVICES THROUGH 05-28-19 SERVICES THROUGH 05-28-19	I 201905296759 001-180-601 001-180-601 001-060-601 001-100-601 001-201-601 378-601-601 390-601-601 400-650-601	5/29/2019 7,599.75 600.00 983.25 245.00 180.00 585.00 165.00 180.00	10,538.00
01-00837	MISS CHEMICAL SUPPLY INC	154087	SUPPLIES ASPHALT CLEANER	I 35226 001-201-540	5/13/2019 3,298.90	3,298.90
01-00837	MISS CHEMICAL SUPPLY INC	154088	MAINT, SUPPLIES HYDRAULIC OIL ENVIRONMENT FEE OIL TAX. HYDRAULIC OIL	I 35231 001-201-525 001-201-525 001-201-525 400-650-525	5/20/2019 1,099.00 9.99 10.99 1,099.00	2,218.98
01-47700	MISS STATE FIRE ACADEMY	154089	FD - STOKES FIRE & LIFE SAFETY	I 27219 001-160-681	5/16/2019 48.00	48.00
01-47700	MISS STATE FIRE ACADEMY	154090	FD - FIRE OFFICER FIRE OFFICER	I 27236 001-160-681	5/16/2019 1,230.00	1,230.00
01-47950	MISS VALLEY ELECTRIC SUPP	154091	BALLASTS BALLAST	I 51321350.001 001-350-637	5/06/2019 85.60	85.60
01-01985	MITCHELL'S OUTDOOR POWER	154092	WEED EATER HEAD WEED EATER HEAD	I 3462 001-201-635	5/14/2019 85.90	85.90
01-04625	NATIONAL ELEVATOR INSPECT	154093	ANNUAL INSPECTION ANNUAL INSPECTION FILING FEES	I 0345265 001-100-637 001-100-637	3/27/2019 97.85 85.00	182.85
01-04679	NEXAIR, LLC	154094	TORCH BOTTLE RENT OXYGEN BOTTLE GAS BOTTLE RENT CYLINDER MAINT	I 06878441 400-650-540 400-650-540 400-650-540	4/30/2019 23.46 23.46 11.00	57.92
01-53160	NORTHERN TOOL & EQUIPMENT	154095	1/2 AIR IMPACT 1/2 AIR IMPACT	I 6402093046 400-650-540	5/16/2019 319.99	319.99

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-01133	O'REILLY AUTO PARTS	154096	SHOP PARTS	I 261182	5/20/2019	115.97
			JACKOIL	400-650-632	4.99	
			STOP LEAK	400-650-632	5.99	
			JUMPSTART BOX	400-650-632	104.99	
01-01133	O'REILLY AUTO PARTS	154097	SHOP PARTS	I 261548	5/22/2019	21.97
			A/CTHERM	400-650-632	13.98	
			AIR GAUGE	400-650-632	7.99	
01-01133	O'REILLY AUTO PARTS	154098	WINDSHIELD ADHESIVE	I 261864	5/24/2019	39.90
			WINDSHIELD KITS	001-100-632	39.90	
01-53715	OFFICE PRODUCTS PLUS INC	154099	SMOKER RECEPTACLE	I 863811-0	4/24/2019	60.41
			SMOKER RECEPTACLE	001-100-540	60.41	
01-53715	OFFICE PRODUCTS PLUS INC	154100	FD - SUPPLIES	I 866173-0	5/20/2019	122.44
			TAPE CASSETTE	001-160-500	99.10	
			MARKERS	001-160-500	13.44	
			LEGAL PADS	001-160-500	9.90	
01-04831	PINE BELT OIL CO	154101	OFF ROAD DIESEL	I 1045629	5/14/2019	2,749.80
			OFF ROAD DIESEL	400-650-525	2,749.80	
01-04978	PITA PIT	154102	PRIVILEGE LICENSE OVRPAYMNT	I 201905296727	5/21/2019	20.00
			PRIVILEGE LICENSE OVRPAYMNT	001-000-351	20.00	
01-57350	PRASSEL LUMBER COMPANY IN	154103	FELT	I 902192	5/14/2019	58.99
			FELT	001-201-540	15.95	
			ROOF COAT 5GAL.	001-201-540	38.33	
			TROWEL	001-201-540	4.71	
01-57350	PRASSEL LUMBER COMPANY IN	154104	1 X 4 PINE BOARDS	I 902774	5/20/2019	18.76
			1 x4 Pine	001-201-540	18.76	
01-58400	PUCKETT MACHINERY COMPANY	154105	BOLT AND NUTS	I P00C6046592	5/14/2019	87.70
			BOLTS	001-201-635	43.20	
			NUTS	001-201-635	44.50	
01-58400	PUCKETT MACHINERY COMPANY	154106	BOLT AND NUTS	I P00C6046734	5/15/2019	534.54
			CUTTING BLADES	001-201-635	534.54	
01-05613	R & R PAVEMENT MAINTENANC	154107	LIBRARY LOT STRIPING	I 29	5/22/2019	400.00
			PARKING LOT STRIPING	001-350-637	400.00	
01-04133	RIDGETOWNE ANIMAL HOSPITA	154108	BIKKEL SURGERY	I 201905236718	5/17/2019	321.19
			ORCHJECTOMY	001-100-604	95.00	
			TTDEX	001-100-604	82.60	
			ANESTHESIA	001-100-604	10.00	
			CARDIAC MONITOR	001-100-604	31.45	
			LASER FEE	001-100-604	22.10	
			BATH	001-100-604	32.73	

VENDOR		DOCKET		*-----INVOICE-----*			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT	
01-04133	RIDGETOWNE ANIMAL HOSPITA	154108	BIKKEL SURGERY	I 201905236718	5/17/2019	321.19	CONT
			PAIN MEDS	001-100-604	22.31		
			ULTRASOUND	001-100-604	25.00		
01-02496	RJ YOUNG COMPANY	154109	C-JC1548::04-11-19 - 05-10-19	I INV3065332	5/11/2019	3,822.30	
			C-JC1548::04-11-19 - 05-10-19	001-010-635	460.37		
			C-JC1548::04-11-19 - 05-10-19	001-020-635	27.02		
			C-JC1548::04-11-19 - 05-10-19	001-040-635	400.95		
			C-JC1548::04-11-19 - 05-10-19	001-080-635	27.02		
			C-JC1548::04-11-19 - 05-10-19	001-100-635	1,588.40		
			C-JC1548::04-11-19 - 05-10-19	001-160-635	479.66		
			C-JC1548::04-11-19 - 05-10-19	001-180-635	54.04		
			C-JC1548::04-11-19 - 05-10-19	400-650-635	689.08		
			C-JC1548::04-11-19 - 05-10-19	001-201-635	61.39		
			C-JC1548::04-11-19 - 05-10-19	001-340-635	34.37		
01-02496	RJ YOUNG COMPANY	154110	C-JC1549:05-18-19 - 05-17-19	I INV3075267	5/18/2019	339.25	
			C-JC1549:05-18-19 - 05-17-19	001-040-635	339.25		
01-05571	SIMMONS EROSION CONTROL I	154111	STP-0213-00(031)/106573701	I 0003	5/28/2019	57,722.22	
			STP-0213-00(031)/106573701	304-601-750	57,722.22		
01-05488	SIMMONS LANDSCAPE LLC	154112	JACKSON ST/SUNNYBROOK	I 16-11827	5/18/2019	4,980.00	
			JACKSON ST/SUNNYBROOK	001-340-575	4,980.00		
01-04854	SITEONE LANDSCAPE SUPPLY	154113	FD - MULCH	I 90969785-001	5/06/2019	435.00	
			MULCH	001-160-540	360.00		
			DELIVERY FEE	001-160-540	75.00		
01-04854	SITEONE LANDSCAPE SUPPLY	154114	FD - MULCH STATION 2	I 91027775-001	5/06/2019	219.00	
			MULCH	001-160-540	144.00		
			DELIVERY	001-160-540	75.00		
01-05564	SLOAN LANDSCAPE ARCHITECT	154115	FRP BID PHASE FEES	I 1129	5/24/2019	21,048.80	
			FRP BID PHASE	370-601-600	21,048.80		
01-00604	SMITH MARINE INC	154116	FD - MARINE OIL	I 28720	5/20/2019	198.36	
			MARINE OIL	001-160-525	198.36		
01-00692	SMITH'S LAWN AND LANDSCAP	154117	LAWN MAINTENANCE: MAY 2019	I 10379	5/30/2019	20,211.00	
			LAWN MAINTENANCE: MAY 2019	001-201-604	20,211.00		
01-00692	SMITH'S LAWN AND LANDSCAP	154118	NORTHPARK&LAKE HARBOUR:MAY	I 10382	5/30/2019	950.00	
			NORTHPARK&LAKE HARBOUR:MAY	001-201-604	950.00		
01-03593	SMITH, DREW	154119	ADV TRAV: 06-10-19 - 06-14-19	I 201905306794	5/30/2019	729.91	
			ADV TRAV: 06-10-19 - 06-14-19	001-180-610	729.91		
01-65950	SOUTHERN ADMINISTRATORS	154120	COMPANY# 106: JUNE 2018	I 19052310600000	5/23/2019	528.68	
			COMPANY# 106: JUNE 2018	001-010-481	15.75		
			COMPANY# 106: JUNE 2018	001-020-481	12.25		
			COMPANY# 106: JUNE 2018	001-040-481	12.25		

VENDOR		DOCKET		*-----INVOICE-----*			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT	
01-65950	SOUTHERN ADMINISTRATORS	154120	COMPANY# 106: JUNE 2018	I 19052310600000	5/23/2019	528.68	CONT
			COMPANY# 106: JUNE 2018	001-092-481		1.75	
			COMPANY# 106: JUNE 2018	001-040-481		1.75	
			COMPANY# 106: JUNE 2018	001-100-481		87.50	
			COMPANY# 106: JUNE 2018	001-160-481		56.00	
			COMPANY# 106: JUNE 2018	001-180-481		12.25	
			COMPANY# 106: JUNE 2018	001-201-481		22.75	
			COMPANY# 106: JUNE 2018	001-340-481		19.25	
			COMPANY# 106: JUNE 2018	005-101-481		1.75	
			COMPANY# 106: JUNE 2018	400-650-481		33.25	
			COMPANY# 106: JUNE 2018	404-650-481		3.50	
			COMPANY# 106: JUNE 2018	001-000-170		213.20	
			COMPANY# 106: JUNE 2018	005-000-170		1.50	
			COMPANY# 106: JUNE 2018	400-000-170		30.98	
			COMPANY# 106: JUNE 2018	404-000-170		3.00	
01-03210	SOUTHERN CONNECTION POLIC	154121	CLASS A L/S SHIRT	I 12538	5/13/2019	47.95	
			CLASS A L/S SHIRT	001-100-535		47.95	
01-03210	SOUTHERN CONNECTION POLIC	154122	FD - JACKSON	I 12593	5/21/2019	49.99	
			PANTS	001-160-536		49.99	
01-05245	SOUTHERN LIGHTING & TRAFF	154123	REPAIR IVDS CARDS	I 13547	3/21/2019	230.00	
			REPAIR IVDS CARDS	001-201-635		230.00	
01-67980	STARING TRAILER SALES	154124	MOHS TRAILER	I 8196	5/14/2019	6,675.00	
			MOHS TRAILER	001-100-730		6,495.00	
			SPARE TIRE	001-100-730		100.00	
			BAR LOCK ON DOOR	001-100-730		45.00	
			ROOF VENT	001-100-730		35.00	
01-01852	STEWART ENVIRONMENTAL CON	154125	FREEDOM RIDGE BASEBALL PROJECT I 1		5/29/2019	129,425.62	
			FREEDOM RIDGE BASEBALL PROJECT 370-601-750			129,425.62	
01-68735	STRIBLING EQUIPMENT INC	154126	CHECK VALVES	I RS001036029:02	5/01/2019	1,533.98	
			CHECK VALVES	001-201-635		801.60	
			CHECK VALVE	001-201-635		641.28	
			FREIGHT	001-201-635		55.50	
			FREIGHT	001-201-635		35.60	
01-69095	SULLIVAN ELECTRIC	154127	SERVICE ORDERS	I 383787	5/23/2019	4,050.00	
			TENNIS CENTER	001-340-637		720.00	
			REC. CENTER	001-340-637		540.00	
			FRP SCOREBOARDS	001-340-637		1,890.00	
			FRP BATH/CONCESS	001-340-637		900.00	
01-69155	SUNBELT FIRE APPARATUS IN	154128	FD - L4	I 317910	5/15/2019	110.25	
			BUCKLE RECEIVER	001-160-632		71.16	
			BOLT/NUT/WASHER	001-160-632		22.14	
			FREIGHT	001-160-632		16.95	
01-05189	SUPER SHAKES	154129	OVERPYMT OF PRIVILEGE LICENSE	I 201905296760	5/24/2019	25.00	

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-05189	SUPER SHAKES	154129	OVERPYMT OF PRIVILEGE LICENSE	I 201905296760	5/24/2019	25.00
			OVERPYMT OF PRIVILEGE LICENSE	001-000-351	25.00	CONT
01-04392	TAW POWER SYSTEM	154130	FD-GENERATOR PM ST 4	I 26162370	5/02/2019	214.50
			GENERATOR PM ST 4	001-160-635	214.50	
01-04392	TAW POWER SYSTEM	154131	FD-STATION 2	I 26162460	5/03/2019	214.50
			GENERATOR PM	001-160-635	214.50	
01-02274	TCS WARE INC	154132	JUNE 2019 MAINTENANCE	I 151707	5/22/2019	4,865.00
			JUNE 2019 MAINTENANCE	001-100-635	4,865.00	
01-70350	TEMPLE INC	154133	SIGNAL REPAIRS	I INV0185706	5/14/2019	400.00
			M62 REPAIR #161025	001-201-635	125.00	
			M62 REPAIR #161022	001-201-635	175.00	
			RETURN FREIGHT	001-201-635	100.00	
01-05031	TERRY SERVICE INC	154134	MAY 2019 CONTRACT	I 65257	5/15/2019	4,159.00
			MAY 2019 CONTRACT	001-092-637	291.13	
			MAY 2019 CONTRACT	001-100-637	1,289.29	
			MAY 2019 CONTRACT	001-160-637	1,122.93	
			MAY 2019 CONTRACT	001-201-637	207.95	
			MAY 2019 CONTRACT	001-340-637	748.62	
			MAY 2019 CONTRACT	001-350-637	291.13	
			MAY 2019 CONTRACT	400-650-637	207.95	
01-05551	WILLIAM THIBODEAUX JR	154135	REMITTANCE OF RESTITUTION	I 201905296761	5/16/2019	84.50
			REMITTANCE OF RESTITUTION	001-000-122	84.50	
01-03419	THINKWEBSTORE.COM	154136	AD REDESIGN	I 6353	5/02/2019	50.00
			INVOICE FOR AD REDESIGN	001-093-615	50.00	
01-05002	TOMMY COZIAR SIGNS	154137	SIGNS	I 201905286724	5/20/2019	1,158.00
			REFURBISH LARGE SIGN	001-350-637	1,100.00	
			18"x24" ALUMNUM SIGN	001-350-637	58.00	
01-05002	TOMMY COZIAR SIGNS	154138	FRIENDSHIP PARK	I 201905286725	5/20/2019	375.00
			PARKING SPACES	001-340-637	220.00	
			HANDICAP SPACES	001-340-637	70.00	
			CROSSWALK	001-340-637	45.00	
			NO PARKING	001-340-637	40.00	
01-05002	TOMMY COZIAR SIGNS	154139	FRIENDSHIP PARK	I 201905286726	5/25/2019	745.00
			CROSS WALK	001-340-637	625.00	
			PARKING SPACES	001-340-637	50.00	
			BUS PARKING	001-340-637	70.00	
01-05589	TOWNSHIP TC HEART LLC	154140	FD - PHYSICAL/STRESS TEST	I 4947	5/22/2019	360.00
			PHYSICAL	001-160-604	240.00	
			STRESS TEST	001-160-604	120.00	
01-02852	TRANSAMERICA LIFE INSURAN	154141	GROUP 08232: MAY 2019	I 2503372801	5/29/2019	112.09

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-02852	TRANSAMERICA LIFE INSURAN	154141	GROUP 0B232: MAY 2019	I 2503372801	5/29/2019	112.09
			GROUP 0B232: MAY 2019	001-000-171	112.09	CONT
01-05602	TRI COUNTY TREE SERVICE	154142	REMOVE DEAD PINE	I 145	5/14/2019	575.00
			REMOVE DEAD PINE	001-201-603	575.00	
01-01571	TRI-STATE TRUCK CENTER	154143	TRUCK PART	I 06P7196	5/21/2019	146.05
			SENDING UNIT	400-650-632	146.05	
01-03622	TRI-TECH FORENSICS, INC	154144	INMATE PROPERTY BAGS	I 177046	5/16/2019	153.00
			INMATE PROPERTY BAGS	001-100-540	140.00	
			SHIPPING	001-100-540	13.00	
01-02393	TYLER TECHNOLOGIES	154145	CREDIT FOR 2019 CONFERENCE	C 045-261865	4/30/2019	450.00CR
			CREDIT FOR 2019 CONFERENCE	001-040-681	450.00CR	
01-02393	TYLER TECHNOLOGIES	154146	APR 2019 - MAR 2020 MAINTENANC	I 025-250874	3/01/2019	3,832.69
			APR 2019 - MAR 2020 MAINTENANC	001-180-635	1,767.74	
			APR 2019 - MAR 2020 MAINTENANC	400-650-635	2,064.95	
01-02393	TYLER TECHNOLOGIES	154147	JUNE 2019 MAINTENANCE	I 025-260668	6/01/2019	370.00
			JUNE 2019 MAINTENANCE	400-650-604	370.00	
01-03890	U.S. BANK EQUIPMENT FINAN	154148	797947:TELEPHONE CONTRACT PYMT	I 385374913	5/17/2019	2,059.00
			797947:TELEPHONE CONTRACT PYMT	001-450-833	1,969.07	
			797947:TELEPHONE CONTRACT PYMT	001-450-834	89.93	
01-00544	U.S. LAWNS OF JACKSON	154149	LAWN MAINTENANCE	I 42794	6/01/2019	200.00
			CITY SIGN S WHEATLEY	001-201-604	200.00	
01-00544	U.S. LAWNS OF JACKSON	154150	HARBOR DRIVE	I 42795	6/01/2019	1,017.18
			HARBOR DRIVE	001-201-604	1,017.18	
01-00544	U.S. LAWNS OF JACKSON	154151	LAWN MAINTENANCE	I 42796	6/01/2019	3,599.00
			JESSAMINE CEMETERY	001-201-604	1,100.00	
			SPILLWAY ROAD	001-201-604	2,499.00	
01-00544	U.S. LAWNS OF JACKSON	154152	COUNTY LINE ROAD	I 42797	6/01/2019	3,778.50
			COUNTY LINE ROAD	001-201-604	3,778.50	
01-00544	U.S. LAWNS OF JACKSON	154153	JACKSON ST PARKING LOT	I 42798	6/01/2019	775.00
			JACKSON ST PARKING LOT	001-201-604	775.00	
01-00544	U.S. LAWNS OF JACKSON	154154	I-55 INTERCHANGE	I 42799	6/01/2019	7,499.58
			I-55 INTERCHANGE	001-201-604	7,499.58	
01-00544	U.S. LAWNS OF JACKSON	154155	REPAIR CTY LINE VALVE	I 42866	5/22/2019	163.35
			REPAIR CTY LINE VALVE	001-201-604	163.35	
01-03710	UNION AUTO PARTS	154156	P342 FRONT BRAKE PADS	C 1476208-00	5/14/2019	108.08CR
			P315 PAD RETURNED	001-100-632	54.04CR	
			P315 PAD RETURNED	001-100-632	54.04CR	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-03710	UNION AUTO PARTS	154157	MULTI FUNCTION SWITCH MULTI FUNCTION SWITCH	I 1474832-00 001-180-632	5/13/2019 62.34	62.34
01-03710	UNION AUTO PARTS	154158	P342 FRONT BRAKE PADS P342 FRONT PADS	I 1475629-00 001-100-632	5/14/2019 34.95	34.95
01-03710	UNION AUTO PARTS	154159	P342 FRONT BRAKE PADS P303 FRONT PADS	I 1475729-00 001-100-632	5/14/2019 83.00	83.00
01-03710	UNION AUTO PARTS	154160	P342 FRONT BRAKE PADS P315FRONT BRAKE PADS P315REAR BRAKE PADS P315 REAR ROTORS	I 1475844-00 001-100-632 001-100-632 001-100-632	5/14/2019 54.04 40.51 142.94	237.49
01-03710	UNION AUTO PARTS	154161	P342 FRONT BRAKE PADS P315 FRONT PADS P315 REAR PADS	I 1476199-00 001-100-632 001-100-632	5/14/2019 88.83 83.11	171.94
01-03710	UNION AUTO PARTS	154162	TRUCK PARTS BLOWER MOTOR DEF FLUID	I 1476511-00 001-201-632 001-201-632	5/14/2019 79.77 75.28	155.05
01-03710	UNION AUTO PARTS	154163	P342 FRONT BRAKE PADS P315 BRAKE PAD SET ADJUST P315 BRAKE PAD SET ADJUST	I 1476689-00 001-100-632 001-100-632	5/15/2019 54.04 40.51CR	13.53
01-03710	UNION AUTO PARTS	154164	PARTS AC COMPRESSOR ORFICE TUBE DRIER	I 1478014-00 001-340-632 001-340-632 001-340-632	5/21/2019 256.14 1.34 19.84	277.32
01-03710	UNION AUTO PARTS	154165	TRUCK PARTS ALTERNATOR	I 1480384-00 400-650-632	5/20/2019 201.44	201.44
01-03710	UNION AUTO PARTS	154166	PARTS DRYER DRIER RETURN	I 1482612-00 001-340-632 001-340-632	5/22/2019 26.45 19.84CR	6.61
01-01546	VENABLE GLASS SERVICES	154167	GLASS WINDOW REPLACEMENT GLASS WINDOW REPLACEMENT	I 1-259673 001-100-632	5/13/2019 240.20	240.20
01-01241	W J K K - FM "MIX 98.7"	154168	CENTURY RIDE ADVERTISING CENTURY RIDE ADVERTISING	I 990-00221-0001 001-340-615	5/12/2019 90.00	90.00
01-01269	W U S J-FM "US 96.3"	154169	CENTURY RIDE ADVERTISING CENTURY RIDE ADVERTISING	I 990-00220-0001 001-340-615	5/12/2019 90.00	90.00
01-75450	WALMART	154170	FD - SUPPLIES GATORADE WATER COFFEE	I 06111 001-160-540 001-160-540 001-160-540	5/08/2019 12.54 15.92 16.71	207.92

VENDOR		DOCKET		*-----INVOICE-----*			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT	
01-75450	WALMART	154170	FD - SUPPLIES	I 06111	5/08/2019	207.92	CONT
			COFFEE	001-160-540	5.98		
			COFFEE	001-160-540	3.98		
			COFFEE	001-160-540	9.98		
			COFFEE	001-160-540	9.92		
			DRINK MIX	001-160-540	4.92		
			DRINK MIX	001-160-540	1.74		
			CREAMER	001-160-540	2.77		
			CREAMER	001-160-540	2.67		
			POP TARTS	001-160-540	7.36		
			WHITE GREASE	001-160-540	3.74		
			STA-BIL	001-160-540	11.28		
			STA-BIL	001-160-540	20.77		
			LUBRICANT	001-160-632	3.88		
			WIPER BLADES	001-160-632	26.94		
			WIPER BLADES	001-160-632	25.08		
			ANTIFREEZE	001-160-632	21.74		
01-75450	WALMART	154171	KODAK CAMERA	I 06884A	5/21/2019	169.86	
			KODAK CAMERA	400-650-540	129.00		
			CAMERA BAG	400-650-540	12.88		
			128 GM MEMORY CARD	400-650-540	27.98		
01-75450	WALMART	154172	FD - SUPPLIES	I 07751	5/17/2019	127.44	
			CLOROX CLEANUP	001-160-510	20.88		
			409	001-160-510	15.48		
			PLUG IN OIL	001-160-510	19.94		
			PLUG IN OIL	001-160-510	6.97		
			STAINLESS CLEANER	001-160-510	3.96		
			SILVERWARE	001-160-540	8.80		
			POP TARTS	001-160-540	3.68		
			FIG BARS	001-160-540	4.46		
			GATORADE	001-160-540	12.54		
			WATER	001-160-540	9.96		
			STABIL	001-160-635	20.77		
01-75450	WALMART	154173	SD CARDS CID	I 08042A	5/14/2019	24.96	
			SD CARDS CID	001-100-540	24.96		
01-75450	WALMART	154174	FD-SUPPLIES	I 08193	5/14/2019	88.12	
			CLOROX WIPES	001-160-510	5.58		
			SCRUB SPONGE	001-160-510	12.34		
			GATORADE	001-160-540	12.54		
			SPLENDA	001-160-540	13.94		
			COFFEE	001-160-540	19.84		
			COFFEE	001-160-540	5.57		
			COFFEE	001-160-540	5.98		
			SUGAR	001-160-540	13.70		
			SUGAR VOID ENTRY	001-160-540	1.37CR		
01-75450	WALMART	154175	TRASH BAGS & CLOROX WIPES	I 08307A	5/20/2019	50.92	
			13G TRASH BAGS 120CT	001-350-510	24.96		

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-75450	WALMART	154175	TRASH BAGS & CLOROX WIPES 4PK CLOROX WIPE 75CT	I 08307A 001-350-510	5/20/2019 25.96	50.92 CONT
01-75450	WALMART	154176	KODAK CAMERA MAXWELL HOUSE COFFEE FORKS	I 08625A 400-650-540 400-650-540	5/21/2019 6.34 1.64	7.98
01-75500	WALMART	154177	REMITTANCE OF RESTITUTION REMITTANCE OF RESTITUTION	I 201905296763 001-000-122	5/16/2019 500.00	500.00
01-75750	WARING OIL CO	154178	FD - DIESEL DIESEL ENVIRONMENTAL TAX FED. LUST TAX MISS SPECIAL FUELS COMPLIANCE FEE	I 001765377 001-160-525 001-160-525 001-160-525 001-160-525 001-160-525	5/15/2019 158.40 0.24 0.06 3.45 9.88	172.03
01-75790	WARREN FIRST AID & SUPPLY	154179	SAFETY SUPPLIES FLEXIBLE STRIP ALCOHOL WIPES ANTIBIOTIC OINTMENT HYDROCORTISONE CR BURN AID EYE WASH IVY PRE CONTACT IVY POST CONTACT RIP & WRAP ALEVE ANTACID BROWN JERSEY GLOVE NITRILE GLOVE XL RAINSUIT LG RAINSUIT RAINSUIT 5X TRUCK SAFETY KIT BACK PAIN OFF	I 4366 001-201-540 001-201-540 001-201-540 001-201-540 001-201-540 001-201-540 001-201-540 001-201-540 001-201-540 400-650-540 400-650-540 400-650-540 400-650-540 400-650-540 400-650-540 400-650-540 400-650-540 400-650-540	5/16/2019 6.95 3.95 8.50 8.50 5.95 12.50 19.50 16.75 5.95 24.95 11.95 21.90 219.00 75.00 75.00 75.00 79.00 21.95	692.30
01-75790	WARREN FIRST AID & SUPPLY	154180	FIRST AID RESTOCK ZYRTEC MEDICAL TAPE TRIPLE ANTIBIOTIC	I 4368 001-040-540 001-040-540 001-040-540	5/16/2019 37.95 7.95 8.50	54.40
01-75900	WASTE MANAGEMENT OF MS	154181	05-01-19 - 05-31-19 SERVICES 05-01-19 - 05-31-19 SERVICES 05-01-19 - 05-31-19 SERVICES 05-01-19 - 05-31-19 SERVICES 05-01-19 - 05-31-19 SERVICES 05-01-19 - 05-31-19 SERVICES	I 2913363-0078-0 001-340-682 001-201-682 400-650-682 001-100-682 001-350-682	5/22/2019 800.00 80.00 80.00 0.00 60.00	1,020.00
01-01779	WHITE SANDS, INC	154182	200# RIP RAP STONE 200# RIP RAP STONE	I 31229 001-201-575	5/16/2019 3,928.68	3,928.68

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*	NUMBER	DATE	AMOUNT
01-05168	WOLF LAKE CUT FLOWER FARM	154183	FLOWERS	I 108704		5/13/2019	1,613.80
			LIRIOPE	001-340-575		226.80	
			JASMINE	001-340-575		111.00	
			BLUE DAZE	001-340-575		32.00	
			IMPATIENS	001-340-575		160.00	
			CALADIUMS	001-340-575		352.00	
			LANTANA	001-340-575		96.00	
			ANGELONIA	001-340-575		96.00	
			VINCA	001-340-575		210.00	
			MARIGOLDS	001-340-575		330.00	
01-02983	YELVERTON CONSULTING, LLC	154184	JUNE 2019 CONSULTING FEE	I 38		6/01/2019	3,000.00
			JUNE 2019 CONSULTING FEE	001-020-604		3,000.00	
01-02552	YOUNG, ELLIOTT S	154185	ADV TRAV: 06-17-19 - 06-21-19	I 201905296762		3/29/2019	235.75
			ADV TRAV: 06-17-19 - 06-21-19	001-100-610		235.75	
01-03233	YOUR PERSONAL CHEF	154186	PACKET PICK UP	I 13381X		5/03/2019	1,800.00
			SNACK FOODS	001-340-650		1,800.00	
01-03233	YOUR PERSONAL CHEF	154187	PACKET PICK UP	I 13382X		5/03/2019	90.00
			COOKIES	001-340-650		90.00	
						=====	
						TOTAL = 591,437.57	
						=====	

FUND TOTALS		
FUND	NAME	TOTAL
001	GENERAL FUND	207,326.11
005	COURT SERVICES FEE FUND	122.35
012	HEALTHY HOMETOWN	201.56
304	JACKSON ST MULTI-USE	57,722.22
352	SUNNYBROOK ROAD IMPS	14,747.13
370	FREEDOM RIDGE PARK IMP	150,474.42
378	LAKE HARBOUR DR EXT	6,392.50
390	CITY CENTER PROJECTS	31,170.11
400	PUBLIC UTILITIES FUND	87,390.94
404	EMCRS OPERATION & MAINT	35,890.23
=====		
TOTALS FOR ALL FUNDS =		591,437.57

DEPT: ALL

PAYROLL NO#: 01

PAY PERIOD BEGINNING: 5/03/2019

PAY PERIOD ENDING: 5/16/2019

May 24, 2019 payroll

*** GRAND TOTALS ***

-----EARNINGS-----			----BENF/REIMB----		-----DEDUCTIONS-----			-----TAXES-----				
DESC	HRS	AMOUNT	DESC	AMOUNT	CD	ABBV	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
SAL	1,208.00	48,562.08	VEH	174.00	AFA	AFACC	959.05		FED W/H	387,373.63	31,904.38	
SMON	0.00	26,317.54			AFC	AFCAN	1034.26		ST WH MS	387,373.63	12,440.00	
REG	18,944.75	333,584.62			AFD	AFSHO	992.40		FICA	430,537.66	26,693.33	26693.33
R/O	12.25	185.08			AFH	AFHOS	552.69		MEDI	430,537.66	6,242.86	6242.86
O/T	190.75	4,181.01			AFS	AFSPE	246.67					
CE	37.14	0.00			ANN	ANUTY	3067.00					
CMPRG	5.50	0.00			C18	CHSUP	202.50					
COMP	58.25	908.27			C32	CHSUP	225.00					
SICK	423.00	7,687.32			C33	CHSUP	25.00					
VAC	1,039.50	23,117.86			C39	CHSUP	152.50					
HOL	245.00	4,349.79			C42	CHSUP	147.50					
FNRL	27.50	441.33			C43	CHSUP	110.00					
MLT	48.00	889.92			C56	CHSUP	130.00					
PARAM	0.00	1,153.85			C57	CHSUP	75.00					
SHIFT	0.00	350.00			C58	CHSUP	164.00					
YMCA	0.00	22.50			C59	CHSUP	285.25					
TRAFF	0.00	2,002.00			C63	CHSUP	96.00					
TASKF	19.00	804.27			C66	CHSUP	107.50					
FUGTF	29.00	847.09			C67	CHSUP	177.50					
MBNHI	7.00	199.50			C68	CHSUP	95.00					
					C69	CHSUP	225.00					
					C70	CHSUP	107.00					
					C71	CHSUP	132.50					
					C72	CHSUP	100.50					
					C73	CHSUP	103.50					
					C74	CHSUP	200.00					
					CAF	ADMFE	117.00	137.28				
					CCF	CANCF	56.05					
					CFM	CFM	10.50	12.25				
					CHC	CHCAR	870.82					
					C05	CHSUP	75.00					
					CRU	CRUN	4048.00					
					D56	GARNI	219.32					
					D63	GARNI	108.44					
					D64	GARNI	298.33					
					D65	GARNI	233.98					
					D66	GARNI	202.67					
					DCF	DENCF	2108.62	1239.04				
					DCM	DCM	249.48	140.75				
					DEN	DENTL		2126.08				
					DMO	DMO		84.45				
					FCE	FLEX	3.72					

DEPT: ALL

PAYROLL NO#: 01

PAY PERIOD BEGINNING: 5/03/2019

PAY PERIOD ENDING: 5/16/2019

** (CONTINUED) **

DATE	ORG FN	ACCOUNT	CODE/RATE	HOURLY RATE	HOURS	AMOUNT	PROJECT
			HCF HTHCF		13513.14	16880.14	
			HCM HCM		1470.42	1824.88	
			HLT HELTH			37638.15	
			HMO HMO		574.00	912.44	
			HRF HRF		194.90	283.62	
			LIF LIFE		51.46	1346.20	
			MDF YMCA		177.00		
			PBA POBEN		199.75		
			RET RET		40097.03	70599.10	
			UNI UNIFO		60.00		
			UNR UNREM		4272.12		
TOTALS: 22,294.64 455,604.03				174.00	78925.07	133224.38	77,280.57 32936.19

-----DEPARTMENT RECAP-----

DEPT NO#	GROSS	REGULAR	OVERTIME	LEAVE	OTHER	BENEFITS	DEDUCTIONS	TAXES	NET
001-010	20,818.88	20,262.46	63.27	493.15	0.00	0.00	3,532.20	3,135.50	14,151.18
001-020	16,921.93	16,605.57	0.00	316.36	0.00	0.00	5,099.42	2,362.68	9,459.83
001-040	22,670.40	21,260.64	0.00	1,409.76	0.00	0.00	3,976.99	3,722.49	14,970.92
001-092	1,279.20	1,279.20	0.00	0.00	0.00	0.00	351.02	145.24	782.94
001-100	147,203.03	128,420.05	2,175.23	12,404.89	4,202.86	0.00	22,173.43	25,566.82	99,462.78
001-160	92,235.37	82,349.55	0.00	8,731.97	1,153.85	0.00	18,276.82	15,401.21	58,557.34
001-180	27,865.03	20,963.34	0.00	6,879.19	22.50	0.00	5,414.38	5,219.65	17,231.00
001-201	50,176.16	47,761.71	422.71	1,830.29	59.45	102.00	7,448.33	8,194.50	34,431.33
001-340	32,750.75	30,918.01	1,017.14	815.60	0.00	0.00	3,942.57	5,973.18	22,835.00
005-101	4,072.96	3,632.40	0.00	440.56	0.00	0.00	902.35	728.67	2,441.94
400-650	37,283.52	32,550.41	502.66	4,032.82	125.63	72.00	7,237.71	6,500.75	23,473.06
404-650	2,500.80	2,460.90	0.00	39.90	0.00	0.00	569.85	329.88	1,601.07
TOTALS	455,778.03	408,464.24	4,181.01	37,394.49	5,564.29	174.00	78,925.07	77,280.57	299,398.39

REGULAR INPUT: 278

MANUAL INPUT: 0

CHECK STUB COUNT: 1

DIRECT DEPOSIT STUB COUNT: 277