

**MEETING OF THE
MAYOR AND BOARD OF ALDERMAN OF THE
CITY OF RIDGELAND, MISSISSIPPI
October 15, 2019
6:00 PM**

INVOCATION

PLEDGE OF ALLEGIANCE

CONSIDERATION OF MINUTES FROM PRIOR BOARD MEETING

October 1, 2019

CONSIDERATION OF MINUTES FROM PRIOR WORK SESSION

September 30, 2019

1. AGENDA ITEMS

- a) Petition and Application for Conditional Use Permit for 6510 Old Canton Road - Colin Campbell, Jackson Associates, LP for the operation of a Church subject to certain conditions
- b) Petition and Application for Conditional Use Permit for 646 Ridgewood Road - Edwardo Moreno for the operation of an auto repair business subject to certain conditions
- c) Petition and Application for Rezoning of Real Property for Storage Park Properties, LLC - Changing C-2 to TIP
- d) Petition and Application for Conditional Use Permit for Storage Park Properties, LLC for the operation of a Climate Controlled Storage Facility
- e) Approve Special Event Permit for Fleet Feet Sports - Turkey Day 8K
- f) Approve Special Event Permit for Kerioth Corporation - Movies in the Park

2. CONSENT ITEMS

- a) Adopt Resolution Authorizing and Directing Issuance of Taxable Tax Increment Limited Obligation Bonds, Series 2019, Not to Exceed \$2.5 Million (Higginbotham Automotive Project)
- b) Adopt Resolution Approve Sale of Not to Exceed \$2.5 Million Taxable Tax Increment Limited Obligation Bonds, Series 2019, and Approving the Form and Execution of a Bond Purchasing Agreement for the Sale
- c) Approve Authorization to Advertise for Bids for a Dump Truck, Knuckle Boom Truck and a Bucket Truck
- d) Approve PURF Budget Amendment Increasing Capital Utility System (400-650-760) in the amount of \$212,000.00 (Water Line Christine Dr and Central Ave.)

- e) Approve Sole Source Letter for Teledyne ISCO
- f) Approve Selection of Professional Services Consultant for Highland Colony Parkway-Renaissance Driveways Traffic Signal Improvements
- g) Approve Lighting for Colony Park Boulevard
- h) Approve CE&I May1, 2019 to May 31, 2019 Invoice for Lake Harbour Drive Ext. Box Culvert
- i) Approve CE&I June1, 2019 to June 30, 2019 Invoice for Lake Harbour Drive Ext. Box Culvert
- j) Approve CE&I July1, 2019 to July 31, 2019 Invoice for Lake Harbour Drive Ext. Box Culvert
- k) Approve CE&I August 1, 2019 to August 31, 2019 Invoice for Lake Harbour Drive Ext. Box Culvert
- l) Approve Payment of Contractor's Estimate No. 3 - Lake Harbour Drive Extension, Phase "A"
- m) City Center Professional Services Agreement Amendment #1 amending the scope of work, special services, compensation, and project schedule to include the design of Rice Road extension to the City Hall
- n) Approve Budget Amendment Increasing Account 304-601-750 \$231,600 (East Jackson Street Multi-Use Path Fund)
- o) Declare Surplus Property for the Ridgeland Police Department
- p) Approve Special Event Permit for Ridgeland Parks and Recreation - Christmas Parade
- q) Approve Special Event Permit for Methodist Rehabilitation Center - Ride for Methodist Rehab
- r) Approve FY2019 Budget Rollover Request for Ridgeland Police Department
- s) Void Privilege License Numbers 2019-01630 thru 2019-99999
- t) Receive September 2019 Privilege License Report
- u) Approve the Municipal Base Year Calculation Worksheet
- v) Approval Renewal of Pest Control Contract with Rivers Pest Control for Period 10/1/2019 to 9/30/2020
- w) Approve Sewer Adjustment for Account 05-4745-00 (103 Pine Knoll Drive) \$453.84
- x) Approve Southern Administrators and Benefit Consultant, Inc. Originator Bank Agreement and ACH Compliance Rules Acknowledgment

- y) Approve Budget Amendment Decreasing 012-000-184 \$884 and 012-280-730 \$884 (Health Hometown Grant)
- z) Approve Merchant Application for Credit Card Processing for Utility Department and Court Services

3. PAYMENT OF CLAIMS

- a) 156744 - 157137 and October 11, 2019 Payroll (\$2,247,883.32(

4. EXECUTIVE SESSION

ADJOURNMENT

INFORMATION FOR MAYOR AND BOARD

September 2019 Financial Statement

**MEETING OF THE
MAYOR AND BOARD OF ALDERMAN OF THE
CITY OF RIDGELAND, MISSISSIPPI
October 1, 2019
6:00 PM**

The Mayor Pro Tempore, Kevin Holder, opened the October 1, 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 John Scanlon, and City Clerk Paula Tierce. Absent was Mayor Gene McGee. The meeting was opened with an invocation by Alderman D. I. S followed by the pledge of allegiance.

The Mayor and Board of Aldermen were provided the City Attorney statement for services through September 24, 2019.

Next came the presentation of the ESGR Patriot Award to Fire Chief Matt Bailey by Alderman Bill Lee. Firefighter Colby Stark nominated Chief Bailey for his outstanding support of the Mississippi National Guard.

Next came the matter of accepting the Minutes of the September 16, 2019 Work Session and the September 17, 2019 Board of Aldermen meeting. The Minutes were accepted with no corrections noted.

Next came the consideration of the cleaning of property located at 586 Boardwalk Blvd., Ridgeland, Madison County, Mississippi. Proper notice was adjudicated and a copy of the notice and photographs of the property are attached hereto as Exhibit "A" Code Enforcement Officer Georgia Trebisky stated that the property was a menace to the public health and safety of the community and recommended adjudication of said property. Alderman Brian Ramsey moved to adjudicate the property pursuant to Section 21-19-11 of the Mississippi Code, Annotated. 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 Pro Tempore then declared the Motion carried.

Next came the consideration of the Consent Agenda. Alderman D. I. Smith moved to approve the Consent Agenda as follows:

a) - Ordinance Replacing Section 11-102 (Parking on Street Right-of-Way) of the Code of City of Ridgeland - Ordinance Attached Hereto As Exhibit "B"

b) - Surplus Equipment - Fire Department - Resolution Attached Hereto As Exhibit "C"

c) - Approve LexisNexis Risk Solutions Government Application and Agreement - Order Attached Hereto As "D"

d) - Approve Municipal Compliance Questionnaire - Order Attached Hereto As Exhibit "E"

e) - Approve Privilege License Numbers 2020-000001 - 2020-999999 - Order Attached Hereto As Exhibit "F"

f) - Approve Sewer Adjustments - Order Attached Hereto As Exhibit "G"

g) - Approve the Payment of the FY2020 Allocation to the Ridgeland Chamber of Commerce - Order Attached Hereto As Exhibit "H"

h) - Approve the Agreement Between the City of Ridgeland and the Mississippi Intercept Company, LLC for the Administration of the Local Government Debt Collection Setoff Act - Resolution Attached Hereto As Exhibit "I"

Alderman Wesley Hamlin 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 payment of claims 156435 - 156743 and September 27, 2019 Payroll. Alderman Ken Heard 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.

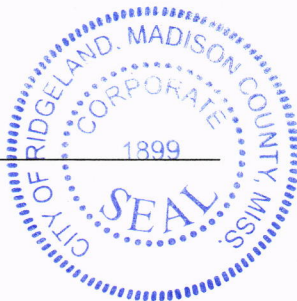
There being no further business before the Board of Aldermen, the Mayor Pro Tempore adjourned the meeting at 6:08 p.m

WITNESS MY SIGNATURE, this the 4TH day of October, 2019.

Gene F. McGee
GENE F. MCGEE, MAYOR

ATTEST:

Paula Tierce
PAULA TIERCE, CITY CLERK



**MINUTES OF THE WORK SESSION
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF RIDGELAND
SEPTEMBER 30, 2019
6:00 P.M.**

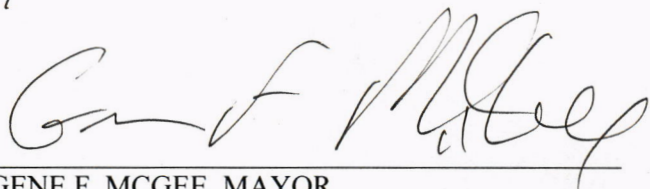
The Mayor opened the work session of September 30, 2019 of the Mayor and Board of Aldermen. Present were Alderman Bill Lee, Alderman Brian Ramsey, Mayor Pro Tempore Kevin Holder, Alderman Wesley Hamlin, Alderman Ken Heard, Alderman D. I. Smith, City Attorney Jerry Mills, City Attorney John Scanlon, and City Clerk Paula Tierce. Absent was Alderman Chuck Gautier.

The Mayor presented the proposed agenda, which is attached hereto as Exhibit "A". The payment for the annual contribution to the Ridgeland Chamber of Commerce was added to the Consent Agenda. Each item was discussed with no action being taken by the Mayor & Board of Aldermen.

The Mayor distributed information regarding the Commerce Park Connection Road from the Congressional meetings in Washington, D. C. on September 24th and 25th.

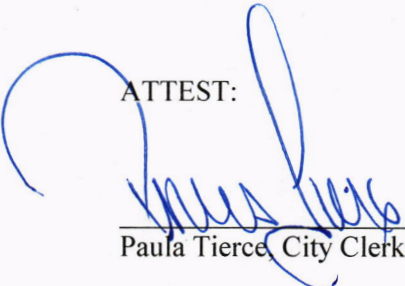
The meeting concluded at 6:10 p.m.

WITNESS MY SIGNATURE, this the 4th day of October, 2019.



GENE F. MCGEE, MAYOR

ATTEST:



Paula Tierce, City Clerk



PETITION AND APPLICATION FOR CONDITIONAL USE PERMIT

5. If the Petitioner is not the owner of the property, the owner's address and phone number is Jackson Associates, LP, 2422 1410 Valley Road, Wayne, NJ 074701.
973-835-4010
6. A copy of the written authority of the owner's representative to act on behalf of the Owner is attached hereto as Exhibit "B", if applicable.
7. The street address of the property is: 6510 Old Canton Road
Ridgeland, Mississippi 39157
(and/or) Tax Parcel ID Number(s): 0721-32D-009/00.00
8. A copy of a plat or map of the property certified by a licensed land surveyor is attached as Exhibit "C".
9. A vicinity map or plat depicting an area of at least 300' surrounding the subject property in all directions is attached to this Petition as Exhibit "D". The vicinity map includes the current zoning classification of all lands within 160' of the subject property.
10. The property is presently zoned C-2A, according to the official zoning map of Ridgeland, Mississippi.
11. Petitioner requests that it be granted a conditional use permit as authorized by Section 420.03 of the Zoning Ordinance of the City of Ridgeland, Mississippi, dated February. 2014. **(Section of ordinance authorizing the specified conditional use).**

12. Petitioner intends to use the subject property for the following purpose(s) in accord with

requested classification: Church

13. A site plan for development of the property as required by Section 600.09 of the Zoning Ordinance is attached as Exhibit "E".

14. Petitioner acknowledges that in order to assure consideration of the request contained in this Petition, Petitioner must present proof as to all matters required to be proved by Section 600.09 of the Zoning Ordinance. Petitioner must answer the following questions before filing this petition. The petition will not be accepted unless petitioner responds to each of the following questions:

- a. Why does the Petitioner claim that the requested land use fits the site and is compatible with adjacent properties?

Existing shopping center with adjacent commercial uses. Uses include @ 51,000

sq ft of retail shops . 51,000 divided by 200 = 255 parking spaces

Church and offices: Church estimates 300 attendees. divided by 5 = 60 parking spaces.

Total existing parking spaces = 420.

- b. How will the proposed use impact traffic on adjacent streets and highways?

Minimal increase of traffic from typical retail on Sundays and after normal business

hours.

- c. Will the requested land use cause an adverse effect (noise, glare, odor, traffic, use, encroachment, etc.) on abutting property or the permitted use thereof? Please explain.

No

- d. What provision(s) have been made for ingress and egress to the subject property and structures located thereon with particular reference to automobile and pedestrian safety, traffic flow, and fire protection?

N/A Existing development. Extensive parking lot with over 425 shared parking spaces.

Parking provided exceeds required requirements of 1 space for every 5 seats.

Three (3) points of ingress and egress on to Old Canton Road.

- e. What provision(s) have been made to provide adequate off-street parking and loading areas in conformance with Section 37.02 Off-Street Parking of this Ordinance?

N/A Existing development with 425 + parking spaces.

- f. What provision(s) have been made for refuse storage areas and service areas to be screened from adjoining properties, and are the proposed improvements in conformance with Section 36.07 and Appendix 'D'?

N/A Existing development Dumpster to be provided by Tenant located behind the
building out of sight of general public as with our existing tenant dumpsters. Tenant
responsible for maintaining dumpster. Shopping center contracts cleaning of common
areas.

- g. What provision(s) have been made for controlling drainage and erosion on/from the proposed site?

N/A Existing development

- h. What provision(s) have been made for the availability and connection of utilities?

N/A Existing development

- i. What provisions(s) have been made for signage and lighting at the proposed site?

N/A Existing development

- j. Does the proposed land use comply with required yards, Landscape Ordinance, and Tree Ordinance? If not, please explain.

N/A Existing development

- k. What provision(s) have been made with respect to hours of operation so as not to cause an adverse effect on neighboring properties?

N/A Existing development . New church tenant hours to be:

Sunday: 9:00 & 10:00 AM and 6:00 PM

Wednesday 6:00 & 7:00 PM

1. What provision(s) have been made to adequately address any concern for safety?

N/A Existing development. The building has existing fire sprinkler system.

- m. What provision(s) have been made to address any negative impact on the capacity of public facilities?

N/A Existing development. New restrooms are being built totaling 13 toilets, 3 urinals and 4 hand wash sinks.

- n. What provision(s) have been made to minimize negative environmental and economic impacts?

N/A Existing development

- o. Does the proposed land use encroach upon flood hazard zones or airport approach zones?

N/A Existing development

- p. Are there any additional issues that should be addressed in this application?

No

15. Petitioner acknowledges that prior to approving any petition, a public hearing must be held in accordance with Section 600.15 of the Zoning Ordinance. At the public hearing the petitioner will be required to provide proof in the form of testimony and documents as to each of the matters listed in paragraph 14 of this petition.

16. Petitioner believes that the reasons set forth in this petition justify the granting of the conditional use permit.

17. Petitioner would show that the planned use of the property and the conditional use permit would be in harmony with the general purpose and intent of the land uses permitted in the use district where the property is located, and would not be injurious to the neighborhood or detrimental to the public welfare.

18. The required \$150.00 filing fee has been paid with the filing of this Petition.

Respectfully submitted,

PETITIONER

DATE

- o. Does the proposed land use encroach upon flood hazard zones or airport approach zones?

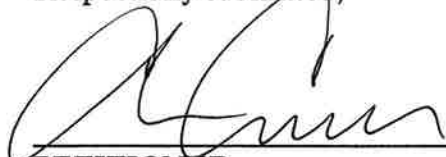
N/A Existing development

- p. Are there any additional issues that should be addressed in this application?

No

15. Petitioner acknowledges that prior to approving any petition, a public hearing must be held in accordance with Section 600.15 of the Zoning Ordinance. At the public hearing the petitioner will be required to provide proof in the form of testimony and documents as to each of the matters listed in paragraph 14 of this petition.
16. Petitioner believes that the reasons set forth in this petition justify the granting of the conditional use permit.
17. Petitioner would show that the planned use of the property and the conditional use permit would be in harmony with the general purpose and intent of the land uses permitted in the use district where the property is located, and would not be injurious to the neighborhood or detrimental to the public welfare.
18. The required \$150.00 filing fee has been paid with the filing of this Petition.

Respectfully submitted,



PETITIONER

7/23/2019

DATE

WARRANTY DEED

INDEXED

7393

For and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, SHONGUM REALTY, INC., a New Jersey Corporation, (hereinafter called Grantor), does hereby sell, convey and warrant, subject to the matters mentioned hereinafter, unto JACKSON ASSOCIATES, a New Jersey Limited Partnership, Media Capital, General Partner (hereinafter called Grantee), the following described property, situated and being in the County of Madison, State of Mississippi, to-wit:

That certain parcel of land situated in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 32, and the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 33, Township 7 North, Range 2 East, Madison County, Mississippi, and being more fully described as follows:

Beginning at the intersection of the section line between Sections 32 and 33, Township 7 North, Range 2 East, Madison County, Mississippi, and the North right of way line of Mule Jail Road, thence run Westerly along said North right of way line of Mule Jail Road for a distance of 676.21 feet to the intersection of the North right of way line of Mule Jail Road and the East right of way line of Old Canton Road; thence turn right 89 degrees 45 minutes and run Northerly along the East right of way line of Old Canton Road for a distance of 557.7 feet; thence turn right 4 degrees 39 minutes and run Northerly for a distance of 154.67 feet along said East right of way line of Old Canton Road; thence turn right 15 degrees 01 minutes and run Northerly for a distance of 163.4 feet along said East right of way line of Old Canton Road; thence turn right 7 degrees 53 minutes and run Northerly for a distance of 78.0 feet along the East right of way line of Old Canton Road; thence leaving said right of way line of Old Canton Road; turn right 87 degrees 04 minutes and run Easterly for a distance of 100.4 feet along the center line of a creek; thence the following angles and distances along said center line; turn right 4 degrees 10 minutes and run Southeasterly for a distance of 266.1 feet; thence turn right 19 degrees 50 minutes and run Southeasterly for a distance of 148.83 feet; thence turn left 48 degrees 15 minutes and run Easterly for a distance of 78.31 feet; thence turn right 22 degrees 25 minutes and run Southeasterly for a distance of 65.0 feet; thence turn right 62 degrees 02 minutes and run Southerly for a distance of 160.7 feet; thence turn left 30 degrees 11 minutes and run Southerly for a distance of 86.0 feet; thence turn right 70 degrees 02 minutes and run Southwesterly for a distance of 81.4 feet; thence turn left 42 degrees 30 minutes and run Southerly for a distance of 70.0 feet; thence turn left 23 degrees 13 minutes and run Southerly for a distance of 76.21 feet; thence turn right 28

degrees 59 minutes and run Southerly for a distance of 100.5 feet; thence turn left 45 degrees 30 minutes and run Southerly for a distance of 39.1 feet; thence turn left 50 degrees 12 minutes and run Easterly for a distance of 90.0 feet; thence turn right 78 degrees 25 minutes and run Southerly for a distance of 71.7 feet to the North right of way line of Mule Jail Road; thence leaving said center line of creek turn right 101 degrees 35 minutes and run Westerly along said North right of way line of Mule Jail Road for a distance of 145.79 feet to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCELS (3) OF LAND:

PARCEL A

Commence at the intersection of the line between said Section 32 and Section 33, T7N-R2E, with the North right of way line of Mule Jail Road; thence run Westerly along said North right of way line of Mule Jail Road for a distance of 526.21 feet to the point of beginning; thence continue Westerly along said North right of way line for a distance of 150.0 feet to a point of intersection of said North right of way line of Mule Jail Road with the East right of way line of Old Canton Road; thence turn right 89 degrees 45 minutes and run Northerly along said East right of way line for a distance of 150.0 feet; thence leaving said East right of way line turn right 90 degrees 15 minutes and run Easterly 150.0 feet; thence turn right 89 degrees 45 minutes and run Southerly 150.0 feet to the point of beginning, containing 22,500.00 square feet, 0.52 acre.

PARCEL B

Commence at the intersection of the line between said Section 32 and Section 33, T7N-R2E, with the North right of way line of Mule Jail Road; thence run Westerly along said North right of way line of Mule Jail Road for a distance of 676.21 feet to the point of intersection of the said North right of way line of Mule Jail Road with the East right of way line of Old Canton Road; thence turn right 89 degrees 45 minutes and run Northerly along said East right of way line for a distance of 387.7 feet to the point of beginning; thence continue Northerly along said East right of way line 100.0 feet; thence leaving said East right of way line turn right 90 degrees 00 minutes and run Easterly 100.0 feet; thence turn right 90 degrees 00 minutes and run Southerly 100.0 feet; thence turn right 90 degrees 00 minutes and run Westerly 100.0 feet to the point of beginning, containing 10,000.00 square feet, 0.23 acre.

PARCEL C

Commence at the intersection of the line between said Section 32 and Section 33, T7N-R2E, with the North right of way line of Mule Jail Road; thence run Westerly along said North right of way line of Mule Jail Road for a distance of 676.21 feet to the point of intersection of the said North right of way line of Mule Jail Road with the East right of way line of Old Canton Road; thence turn right 89 degrees 45 minutes and run Northerly along said East right of way line for a distance of 557.7

feet; thence turn right 4 degrees 39 minutes and continue Northerly along said East right of way line 154.67 feet; thence turn right 15 degrees 01 minute and run Northeasterly along said East right of way line 41.4 feet to the point of beginning; thence continue along last mentioned call for a distance of 122.0 feet; thence turn right 7 degrees 53 minutes and continue Northeasterly along said East right of way line 78.0 feet; thence leaving said East right of way line turn right 97 degrees 49 minutes and run Southeasterly 155.0 feet; thence turn right 77 degrees 54 minutes and run Southwesterly 157.63 feet; thence turn right 86 degrees 24 minutes and run Northwesterly 150.0 feet to the point of beginning, containing 27,546.32 square feet, 0.63 acre.

Being the same property conveyed to Grantor herein by Warranty Deed recorded in Chancery Court Clerk's Office of Madison County, Mississippi, at Book 146, Page 140.

Together with all rights, ways, privileges, servitudes, interests, easements, improvements, tenements, hereditaments, appurtenances, and advantages thereunto belonging or pertaining.

TO HAVE AND TO HOLD the aforescribed real estate, together with all appurtenances and hereditaments thereunto belonging in or any wise appertaining unto said Grantee, its successors and assigns, in fee simple forever.

Grantor does hereby covenant that it is lawfully seized in fee of the aforescribed real estate; that it has good right and title to sell and convey same; that the same is unencumbered, except for:

1. 1903 and subsequent years ad valorem taxes which Grantee assumes and agrees to pay;
2. Conveyance of one-half (1/2) oil, gas and other minerals, and all rights in connection therewith, by Will Hays and Margaret Hays to V. M. Miller by instrument dated February 15, 1929 and recorded in Book 7, Page 171;
3. Reservation of one-half (1/2) non-participating royalty interest in all oil, gas and other minerals by Mrs. L. A. Kile and Mrs. J. E. Richardson by instrument dated February 8, 1940 and recorded in Book 127, Page 347;
4. Lease executed by and between Singer Housing Company, d/b/a The Mitchell Company, as Lessor, and T. G. & Y. Stores Co., a Delaware corporation, as Lessee, dated June 2, 1976;
5. Lease executed by and between Singer Housing Company, d/b/a The Mitchell Company, a Delaware corporation, as Landlord, and Winn-Dixie Louisiana, Inc., a Florida corporation, as Tenant, dated March 3, 1975, recorded in Book 412 at Page 682 of the Records of Madison County, Mississippi;

6. Lease executed by and between Singer Housing Company, a Delaware corporation, d/b/a The Mitchell Company, as Landlord, and J. C. Penney Company, Inc., a Delaware corporation, as Tenant, dated February 27, 1975, recorded in Book 408 at Page 911 of the Records of Madison County, Mississippi;

7. Lease executed by and between Singer Housing Company, a Delaware corporation, d/b/a The Mitchell Company, as Landlord, and Frank W. and Barbara Gene Speetjens, as Tenants, dated May 22, 1976;

8. Balance of indebtedness secured by Deed of Trust executed by Grantor in favor of Gulf Life Insurance Company, recorded at Book 428, Page 364, in the Chancery Clerk's Office, Madison County, Mississippi, which Grantee takes subject to said liability, but assumes no liability or no agreement to pay said indebtedness;

9. Recorded and unrecorded easements and rights of way for public utilities and public roads;

10. Existing tenant leases;

11. Covenants recorded in Book 150, Page 368, in Chancery Clerk's Office, Madison County, Mississippi;

and that title and quiet possession thereto it will warrant and defend against the lawful claims of all persons.

IN WITNESS WHEREOF, the Grantor has caused this instru-

ment to be executed this the 30th day of November, 1983.

[Signature]
ANDREW J. LA SALA,
Assistant Secretary

SHONGUM REALTY, INC., a New Jersey Corporation

By *[Signature]*
LAWRENCE B. SEIDMAN, President

STATE OF NEW JERSEY
COUNTY OF PASSAIC

BEFORE ME, a Notary Public in and for said State and County, personally appeared ANDREW J. LA SALA, with whom I am personally acquainted and who, upon oath, acknowledged himself to be the President & Asst. of Shongum Realty, a New Jersey Corporation, the within named bargainor, and that he as such President & Asst., being authorized so to do, execute the foregoing instrument for and on behalf of said Corporation.

WITNESS MY HAND and Notarial Seal at office this 30th day of November, 1983.

[Signature]
Notary Public

My commission expires:

10-12-84

NANCY WASLIK
Notary Public of New Jersey
Commission Expires October 12, 1984

STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 12 day of December, 1983, at 4:43 o'clock P.M., and was duly recorded on the DEC 13 1983 day of DEC 13 1983, 1983, Book No. 428 on Page 570 in my office.
Witness my hand and seal of office, this the DEC 13 1983 day of DEC 13 1983, 1983.

BILLY V. COOPER, Clerk
By *[Signature]*....., D. C.

**Jackson Associates
1410 Valley Road
Wayne, MI 07470**

7/19/2019

The City of Ridgeland, MS
Planning & Zoning
304 Highway 51
Ridgeland, MS 39157

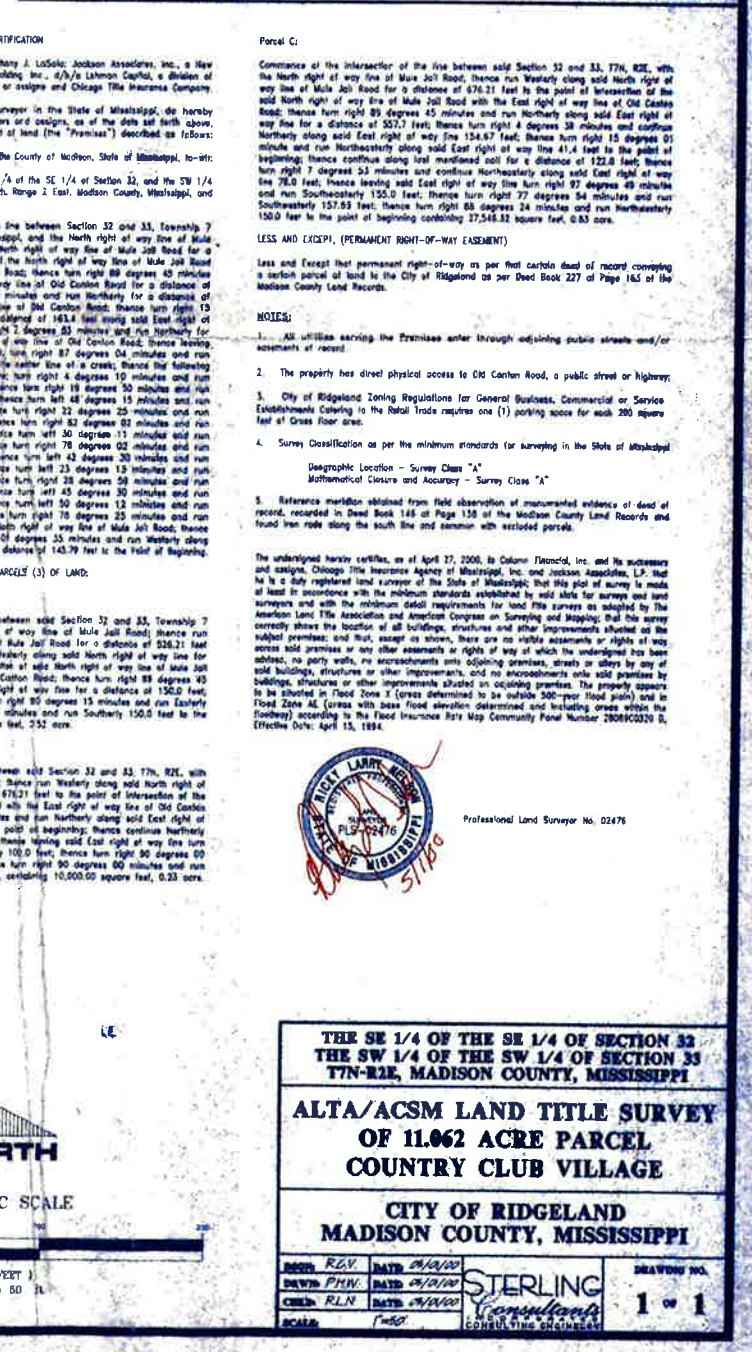
Re: 6510 Old Canton Road
Country Club Village
Ridgeland, MS

To Whom It May Concern:

Jackson Associates, LP, Owner hereby authorizes and grants permission to Colin Campbell of Campbell Real Estate, Inc. to request a zoning conditional exception for the use of a church at 6510 Old Canton Road, Ridgeland, MS:

Marion P. La Sala
Signature of Authorized Agent or Owner
Marion P. La Sala

7/19/19
Date



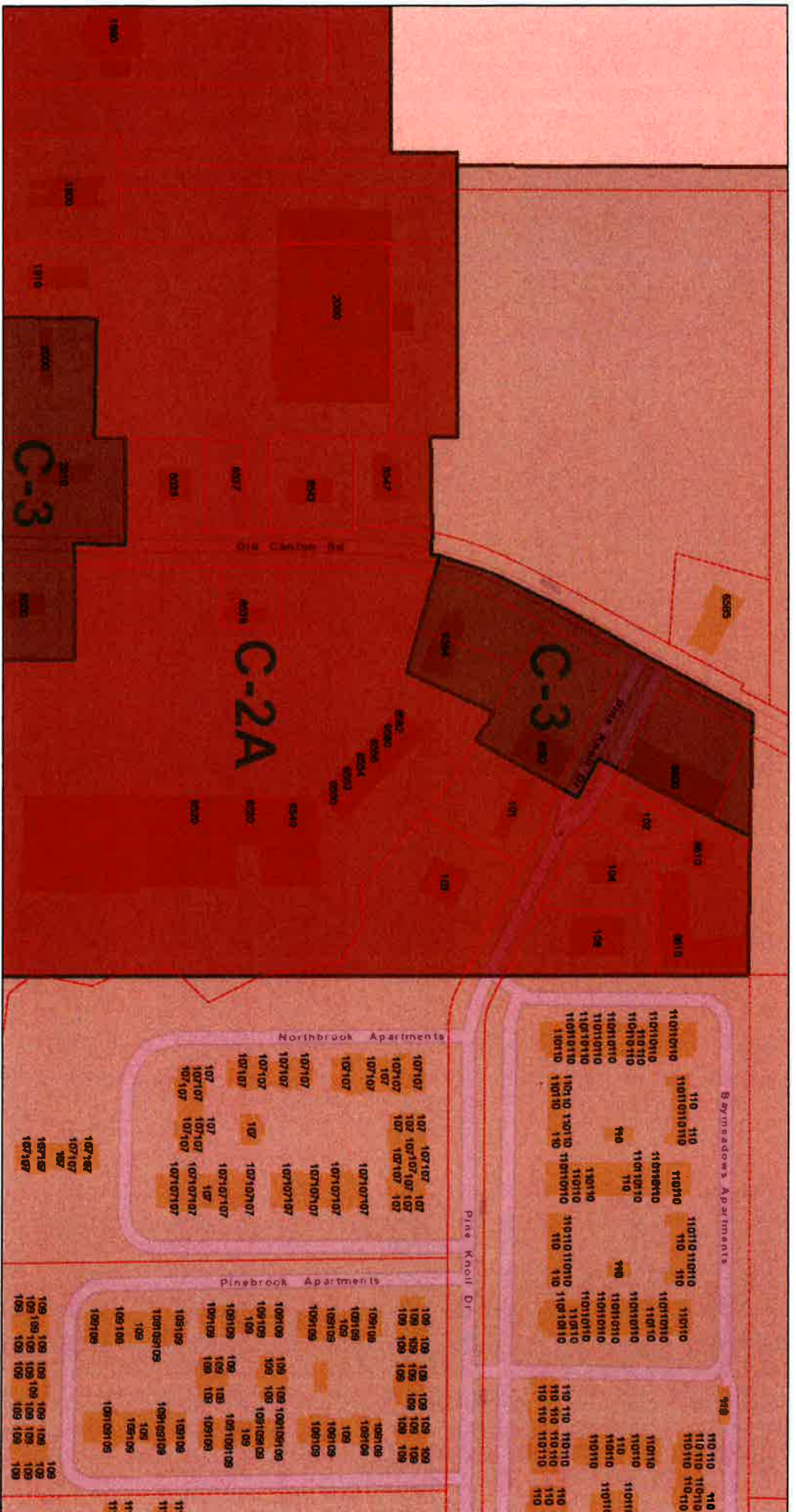
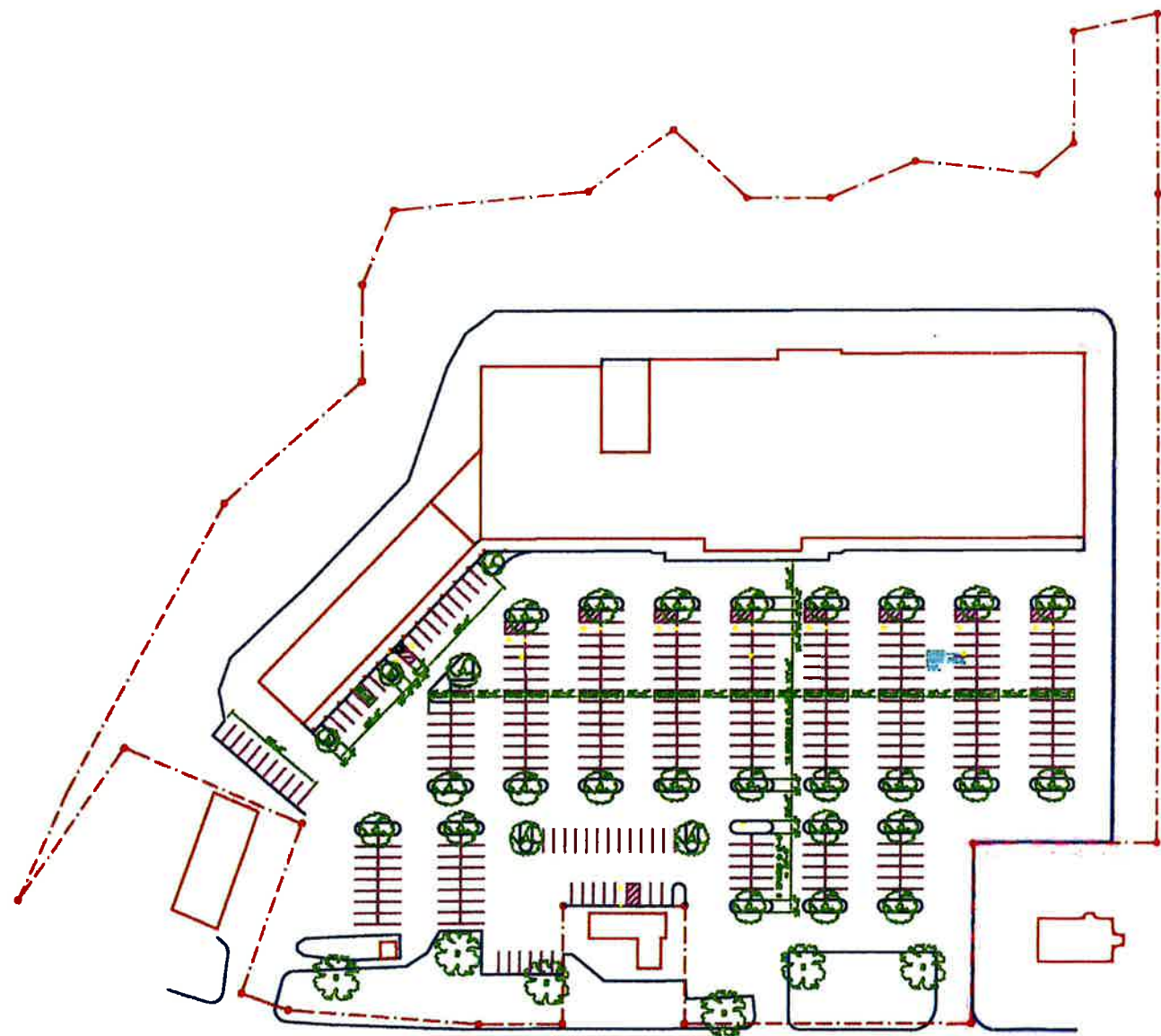


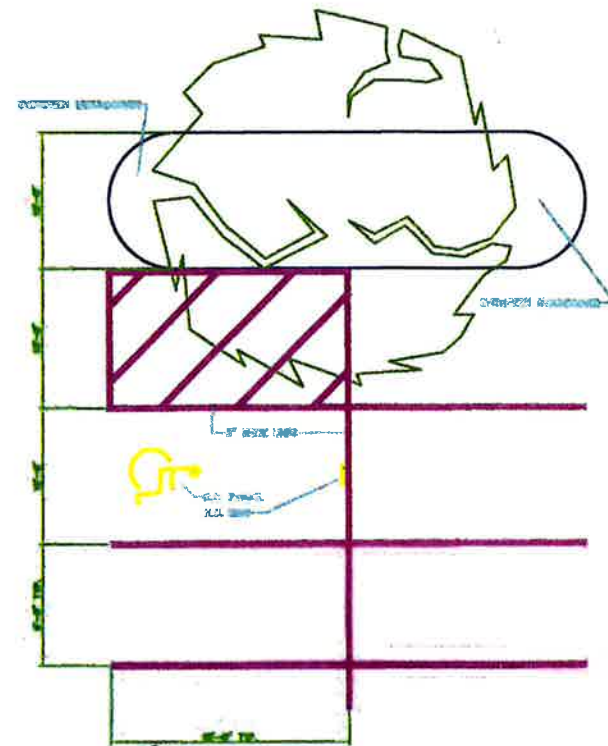
EXHIBIT E SITE PLAN



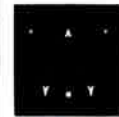
 SITE PLAN / LANDSCAPING PLAN
2019 1" = 20'-0"



© 2000 Blackwell Science Ltd
Journal of Internal Medicine 247: 395–402



ISLAND & H.C. PARKING DETAIL

[illegible]

WOLFE & MURPHY
100 CENTRAL STREET
BOSTON, MA 02108
617-452-0000 / 1-800-393-7777

**Renovations & Additions To
COUNTRY CLUB VILLAGE
Ridgeland, Mississippi**

SP1

—	0.000
—	0.000
—	0.000
RES. L. PMS	0.000
—	0.000
—	0.000
—	0.000

SP1

Mills, Scanlon, Dye & Pittman

ATTORNEYS AT LAW

800 Avery Boulevard North, Suite 101
Ridgeland, Mississippi 39157

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

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

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

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

October 8, 2019

Mayor Gene McGee
Alderman Ken Heard
Alderman Chuck Gautier
Alderman Kevin Holder
Alderman Brian Ramsey
Alderman Bill Lee
Alderman Wesley Hamlin
Alderman D. I. Smith
Post Office Box 217
Ridgeland, MS 39158

RE: Zoning Report for October 3, 2019

Dear Mayor and Board:

We report on the Zoning Board meeting of October 3, 2019. Enclosed for your consideration, please find the following:

1. Minutes of the October 3, 2019, Zoning Board meeting;
2. Ordinance Approving the Petition and Application for Conditional Use Permit for Eduardo Moreno;
3. Resolution Denying the Petition and Application for Conditional Use Permit for Eduardo Moreno;
4. Ordinance Approving the Petition and Application for Conditional Use Permit for Colin Campbell;
5. Resolution Denying the Petition and Application for Conditional Use Permit for Colin Campbell;
6. Ordinance Approving the Petition and Application to Rezone Real Property for Storage Park Properties, LLC;
7. Resolution Denying the Petition and Application to Rezone Real Property for Storage Park Properties, LLC;
8. Ordinance Approving the Petition and Application for Conditional Use Permit for Storage Park Properties, LLC; and,

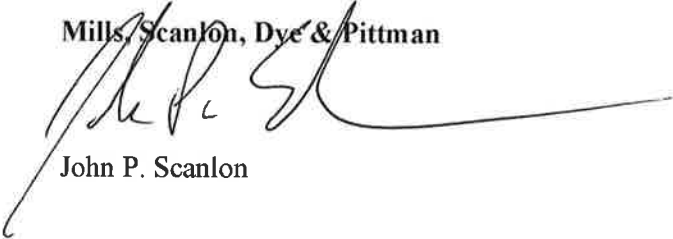
Mayor Gene McGee and
Board of Aldermen of the
City of Ridgeland, MS
October 8, 2019
Page 2

9. Resolution Denying the Petition and Application for Conditional Use Permit for Storage Park Properties, LLC.

If you have any questions or require additional information, please do not hesitate to call us.

Sincerely,

Mills, Scanlon, Dye & Pittman



John P. Scanlon

JPS/mmh
Enclosure(s)

cc: Zoning Board Members

**MINUTES OF THE MEETING
OF THE ZONING BOARD
OF THE CITY OF RIDGELAND, MISSISSIPPI**

A meeting of the Zoning Board of the City of Ridgeland, Mississippi (the "Board") was duly called, held and conducted on Thursday, October 3, 2019, at 6:00 o'clock p.m. in the Ridgeland City Hall in the City of Ridgeland, Madison County, Mississippi.

The following members were present, to-wit:

Larry Miller
Tracy Bailey
Bernie Giessner
Drew Malone
Michelle Caballero
Walter Cox
Judy Rice
Jim Collette

Absent:

None

Also present:

John P. Scanlon, Attorney
Jordan Lohman, City of Ridgeland

* * * * *

Chairman Bernie Giessner called the meeting to order. Roll was called and it was announced that a majority of the voting members of the Board were present and that said number constituted a quorum to conduct business.

Chairman Bernie Giessner led the Pledge of Allegiance and the meeting was opened with prayer.

All members of the Board acknowledged receipt of the agenda and the agenda was as follows:

1. Call to Order/Invocation.

2. Adoption of Minutes.

3. Public Hearing for Petition and Application for Conditional Use Permit for Eduardo Moreno - *Petitioner*

Property Address/Description:

646 Ridgewood Road, Ridgeland, MS 39157

Tax Parcel No.:

072I-31B-017/00.00

(September 5, 2019; Tabled to September 19, 2019; Tabled to October 3, 2019)

4. Public Hearing for Petition and Application for Conditional Use Permit for Colin Campbell - *Petitioner*

Property Address/Description:

6510 Old Canton Road, Ridgeland, MS 39157

Tax Parcel No.:

072I-32D-009/00.00

(September 5, 2019; Tabled to September 19, 2019; Tabled to October 3, 2019)

5. Public Hearing for Petition and Application for Rezoning of Real Property for Storage Park Properties, LLC - *Petitioner*

Property Address/Description:

East side of Brame Road for the final 850 feet of the road in Brame's Addition, Block A

Tax Parcel No.:

071G-25D-001/00.00, 071G-25D-002/00.00, 071G-25D-004/00.00, 071G-25D-007/00.00, 071G-25D-008/00.00, 071G-25D-009/00.00, 071G-25D-010/00.00, 071G-25D-013/00.00, 071G-25D-014/00.00, and part of 071G-25D-006/00.00.

(September 19, 2019; Tabled to October 3, 2019)

6. Public Hearing for Petition and Application for Conditional Use Permit for Storage Park Properties, LLC - *Petitioner*

Property Address/Description:

East side of Brame Road for the final 850 feet of the road in Brame's Addition, Block A

Tax Parcel No.:

071G-25D-001/00.00, 071G-25D-002/00.00, 071G-25D-004/00.00, 071G-25D-007/00.00, 071G-25D-008/00.00, 071G-25D-009/00.00, 071G-25D-010/00.00, 071G-25D-013/00.00, 071G-25D-014/00.00, and part of 071G-25D-006/00.00.

(September 19, 2019; Tabled to October 3, 2019)

7. Old Business/New Business.

8. Adjourn

The Board considered the Minutes of the September 5, 2019 and September 19, 2019 meetings. Mr. Cox moved to approve the minutes as written. The motion was seconded by Mr. Malone and approved unanimously.

**Public Hearing for Petition and Application for
Conditional Use Permit for Eduardo Moreno**

Chairman Bernie Giessner opened the Public Hearing on the Petition and Application for Conditional Use Permit for Eduardo Moreno for property located at 646 Ridgewood Road in Ridgeland. The subject property is presently zoned C-4. Petitioner appeared and spoke on behalf of the Petition confirming notice was sent. Petitioner addressed the Zoning Board and stated that he intends to use the property to operate an auto repair and painting business on the C-4 zoned property. Mr. Malone questioned Petitioner regarding painting because of environmental concerns. Petitioner's response to the question posed by Drew Malone was that the Petitioner had decided against offering painting services.

Opposition was given an opportunity to respond, but there was no opposition present.

Chairman Bernie Giessner closed the Public Hearing and called for a vote on the Petition. On motion by Mr. Malone and seconded by Mr. Miller, the Board voted unanimously to recommend to the Mayor and Board of Aldermen that they approve a conditional use for Petitioner to operate an auto repair only business on the subject property within the C-4 zoning district and that no painting would be allowed on the subject property, because of environmental concerns.

**Public Hearing for Petition and Application for
Conditional Use Permit for Colin Campbell**

Chairman Bernie Giessner opened the Public Hearing on the Petition and Application for Conditional Use Permit for Colin Campbell for property located at 6510 Old Canton Road in Ridgeland. The subject property is presently zoned C-2A. Daniel Wooldridge and Dr. Resia Thompson appeared and spoke on behalf of the Petitioner confirming notice was sent. Mr. Wooldridge and Dr. Thompson addressed the Zoning Board and spoke regarding Petitioner's request to operate a church in a shopping center which is in a C-2A zoning district and answered questions posed by the Zoning Board members regarding the supplemental letter concerning non-contestation.

Opposition was given an opportunity to respond, but there was no opposition present.

Chairman Bernie Giessner closed the Public Hearing and called for a vote on the Petition. On motion by Mr. Bailey and seconded by Mr. Collette, the Board voted unanimously to recommend to the Mayor and Board of Aldermen that they approve a conditional use for Petitioner to operate a church in the shopping center on the subject property in the C-2A zoning district with the condition that should any tenant, future or existing, in this shopping center be disallowed an ABC permit, the conditional use permit would be revoked.

**Public Hearing for Petition and Application for
Rezoning Real Property for Storage Park Properties, LLC**

Chairman Bernie Giessner opened the Public Hearing on the Petition and Application for rezoning of real property for Storage Park Properties, LLC for property located on the east side of Brame Road for the final 850 feet of the road in Brame's Addition, Block A in Ridgeland. The subject property is presently zoned C-2. Bob Lloyd appeared and spoke on behalf of the Petitioner along with attorney Rick Eisenberger of the Shows Law Firm confirming notice was sent. Petitioner addressed the Zoning Board and spoke regarding Petitioner's request to rezone the subject property from its current C-2 classification to a Technical Industrial Park District (TIP) to allow a mixture of commercial uses, to include Class A multi-story climate controlled self-storage facility, as well as, potential office warehouse, retail showroom, general office and general retail on the subject property. Petitioners responded to Zoning Board members questions regarding the change in the character of the neighborhood.

Vennell Lewis, real estate broker, appeared and spoke on behalf of certain landowners in support of the petition.

Opposition was given an opportunity to respond, but there was no opposition present.

Chairman Bernie Giessner closed the Public Hearing and called for a vote on the Petition. On motion by Ms. Rice and seconded by Mr. Cox, the Board voted unanimously to recommend to the Mayor and Board of Aldermen that they approve the requested rezoning to TIP to allow a

mixture of commercial uses, potential office warehouse, retail showroom, general office and general retail on the subject property.

**Public Hearing for Petition and Application for
Conditional Use Permit for Storage Park Properties, LLC**

Chairman Bernie Giessner opened the Public Hearing on the Petition and Application for Conditional Use Permit for Storage Park Properties, LLC for property located on the east side of Brame Road for the final 850 feet of the road in Brame's Addition, Block A in Ridgeland. The subject property is presently zoned C-2 and is the same property considered in the previous agenda item for a rezoning recommendation to the Board of Aldermen. Bob Lloyd appeared and spoke on behalf of the Petitioner along with attorney Rick Eisenberger of the Shows Law Firm confirming notice was sent. Petitioner addressed the Zoning Board and spoke regarding Petitioner's request to operate a Class A multi-story climate controlled self-storage facility in the TIP zoning district. Petitioner made a request to append to the minutes the reasons given why the requirements for a conditional use in the Zoning Ordinance are met (See Exhibit "A").

Opposition was given an opportunity to respond, but there was no opposition present.

Chairman Bernie Giessner closed the Public Hearing and called for a vote on the Petition. On motion by Ms. Caballero and seconded by Ms. Rice, the Board voted unanimously to recommend to the Mayor and Board of Aldermen that they approve a conditional use for Petitioner to operate a Class A multi-story climate controlled self-storage facility in the TIP zoning district on the subject property, conditioned upon the grant of the rezoning in the previous agenda item by the Board of Aldermen.

OLD BUSINESS

None.

NEW BUSINESS

None.

There was no further business to be presented.

ADJOURNMENT

Mr. Miller moved that the meeting be adjourned. The motion was seconded by Mr. Malone and approved unanimously.

WITNESS OUR HANDS, this the _____ day of _____, 2019.

BERNIE GIESSNER, Chairman

MICHELLE CABALLERO, Vice Chairman/Secretary

**ORDINANCE OF THE MAYOR AND BOARD OF ALDERMEN OF
THE CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI
APPROVING AND GRANTING A CONDITIONAL USE PERMIT
FOR PROPERTY LOCATED AT 6510 OLD CANTON ROAD,
CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI**

WHEREAS, Colin Campbell (the "Petitioner"), did file a Petition and Application for a Conditional Use Permit as permitted by Section 600.09 for the property described herein, which property is located in an C-2A, General Commercial District Classification under the City of Ridgeland Zoning Regulations Ordinance of February, 2014, (the "Petition"); and,

WHEREAS, the Mayor and Board of Aldermen referred the Petition to the Zoning Board of the City of Ridgeland (the "Zoning "Board") which Board scheduled a hearing on said Petition for September 5, 2019, at 6:00 o'clock p.m.; said hearing was Tabled to the next regular scheduled meeting of the Zoning Board on September 19, 2019, at 6:00 o'clock p.m.; said hearing was Tabled to the next regular scheduled meeting of the Zoning Board on October 3, 2019, at 6:00 o'clock p.m.; and,

WHEREAS, the City Clerk did cause notice of the September 5, 2019, hearing to be published in the Madison County Journal, a newspaper published in the City of Ridgeland, Madison County, Mississippi, in the manner and for the time required by law, and the Zoning Administrator did post notice of same upon the affected property in the manner and for the time required by law; and,

WHEREAS, the Zoning Board of the City of Ridgeland, Mississippi, did conduct a full and complete hearing on the Petition at the October 3, 2019 meeting, and received comments and heard evidence presented by the Petitioner and thereafter forwarded its recommendation thereon to the Mayor and Board of Aldermen; and,

WHEREAS, the Mayor and Board of Aldermen are familiar with the property and existing land uses within the City of Ridgeland and in the area of the City where the property is located, and in acting on this Ordinance, have duly considered the matters and facts within their personal knowledge as same affect the land uses requested in the Petition; and,

WHEREAS, the Mayor asked whether the Board of Aldermen desired to take any action regarding the Petition and the recommendation of the Zoning Board, and after discussion thereof, Alderman _____ offered the following Ordinance and moved that it be adopted, to-wit:

NOW, THEREFORE, be it ordained by the Mayor and Board of Aldermen of the City of Ridgeland, Madison County, Mississippi, as follows, to-wit:

SECTION 1. That the matters and facts stated in the preamble hereof are found, determined and adjudicated to be true and correct.

SECTION 2. That the findings of fact contained in the Zoning Board's October 3, 2019, Minutes in regard to the Petition be, and same are hereby adopted as and for the findings of fact of the Mayor and Board of Aldermen in support of the zoning decision contained herein.

SECTION 3. That it is hereby found and determined that the conditions precedent to the granting of a Conditional Use Permit in regard to the herein described property as required in Section 600.09 of the City of Ridgeland Zoning Regulations Ordinance of February, 2014, exist, and have been satisfied, and the granting of a Conditional Use Permit for the purpose of allowing Petitioner to operate a church in the shopping center on the subject property in the C-2A zoning district with the condition that should any tenant, future or existing, in this shopping center be disallowed an ABC permit, the conditional use permit would be revoked.

SECTION 4. That the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi, do hereby grant from and after the effective date of this Ordinance a Conditional Use Permit for the purpose of allowing Petitioner to operate a church in the shopping center on the subject property in the C-2A zoning district with the condition that should any tenant, future or existing, in this shopping center be disallowed an ABC permit, the conditional use permit would be revoked.

SECTION 5. The property affected by this Ordinance (the "property") is located in the City of Ridgeland, Madison County, Mississippi, and described as follows:

That certain parcel of land situated in the SE 1 / 4 of the SE 1 / 4 of Section 32, and the SW 1 / 4 of the SW 1 / 4 of Section 33, Township 7 North, Range 2 East, Madison County, Mississippi, and being more fully described as follows:

Beginning at the Intersection of the section line between Section 32 and 33, Township 7 North, Range 2 East, Madison County, Mississippi, and e North right of way line of Mule Jail Road, thence run Westerly along said North right of way line of Mule Jail Road for a distance of 676.21 feet to the intersection of the North right of way line of Mule Jail Road and the East right of way line of Old Canton Road; then turn right 89 degrees 45 minutes and run Northerly along the East right of way line of Old Canton Road for a distance of 557.7 feet; thence turn right 4 degrees 39 minutes and run Northerly for a distance of 154.67 feet along said East right of way line of Old Canton road; thence turn right 15 degrees 01 minute and run Northerly for a distance of 163.4 feet along said East right of way line of Old Canton Road; thence turn right 7 degrees 53 minutes and run Northerly for a distance of 78.0 feet along the East right of way line of Old Canton Road; thence leaving said right of way line of Old Canton Road; turn right 8.2 degrees 04 and run Easterly for a distance of 100.4 feet along the center line of a creek; thence the following angles and distances along said center line; turn right 4 degrees 10 minutes and run Southeasterly for a distance of 266.1 feet; thence turn right 19 degrees 50 minutes and run Southeasterly for a distance of 148.83 feet; thence turn left 48 degrees 15 minutes and run Easterly for a distance of 78.31 feet; thence turn right 22 degrees 25 minutes and run Southeasterly for a distance of 65.0 feet; thence turn right 62 degrees 02 minutes and run Southerly for a distance of 160.7 feet; thence turn left 30 degrees 11 minutes and run Southerly for a distance of 86.0 feet; thence turn right 78 degrees 02 minutes and run Southwesterly for a distance of 81.4 feet; thence turn left 42 degrees 30 minutes and run Southerly for a distance of 70.0 feet; thence turn left 23 degrees

13 minutes and run Southerly for a distance of 76.21 feet; thence turn right 28 degrees 59 minutes and run Southerly for a distance of 100.5 feet; thence turn left 45 degrees 30 minutes and run Southerly for a distance of 39.1 feet; thence turn left 50 degrees 12 minutes and run Easterly for a distance of 90.0 feet; thence turn right 78 degrees 25 minutes and run Southerly for a distance of 71. 7 feet to the North right of way line of Mule Jail Road; thence leaving said center line of creek turn right 101 degrees 35 minutes and run Westerly along said North right of way of Mule Jail Road for a distance of 145. 79 feet to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCELS (3) OF LAND:

Parcel A:

Commence at the Intersection of the line between said Section 32 and 33, Township 7 North, Range 2 East, with the North right of way line of Mule Jail Road; thence run Westerly along said North right of way line of Mule Jail Road for a distance of 526.21 feet to the point of beginning; thence continue Westerly along said North right of way line for a distance of 150.0 feet to a point of intersection of said North right of way line of Mule Jail Road with the East right of way line of Old Canton Road; thence turn right 89 degrees 45 minutes and run Northerly along said East right of way line for a distance of 150.0 feet; thence leaving said East right of way line turn right 90 degrees 15 minutes and run Easterly 150.0 feet; thence turn right 89 degrees 45 minutes and run Southerly 150.0 feet to the point of beginning, containing 22,500.00 square feet, 0.52 acre.

Parcel B:

Commence at the intersection of the line between said ,Section .32 and 33, T7N, R2E, with the North right of way line of Mule Jail Road; thence run Westerly along said North right of way line of Mule Jail Road for a distance of 676.21 feet to the point of intersection of the said North right of way line of Mule Jail Road with the East right of way line of Old Canton Road; thence turn right 89 degrees 45 minutes and run Northerly along said East right of way line for a distance of 387. 7 feet to the point of beginning; thence continue Northerly along said East right of way line 100.0 feet; thence leaving said East right of way line turn right 90 degrees 00 minutes and run Easterly 100.0 feet; thence turn right 90 degrees 00 minutes and run Southerly 100.0 feet, thence turn right 90 degrees 00 minutes and run Westerly 100.0 feet to the point of beginning, containing 10,000.00 square feet, 0.23 acre.

Parcel C:

Commence at the intersection of the line between said Section 32 and 33, T7N, R2E, with the North right of way line of Mule Jain Road; thence run Westerly along said North right of way line of Mule Jail Road or a distance of 6 6.21 feel to the point of intersection of the said North right of way line of Mule Jail Road with the East right of way line of Old Canton Road; thence turn right 89 degrees 45

minute and run Northerly along said East right of way line for a distance of 557.7 feet; thence turn right 4 degrees 39 minutes and continue Northerly along said East right of way line 154.67 feet; thence turn right 15 degrees 01 minute and run Northeasterly along said East right of way line 41.4 feet to the point of beginning; thence continue along last mentioned call for a distance of 122.0 feet; thence turn right 7 degrees 53 and continue Northeasterly along said East right of way line 78.0 feet; thence leaving said East right of way line turn right 97 degrees 49 minutes and run Southeasterly 155.0 feet; turn right 77 degrees 54 minutes and run Southwesterly 157.63 feet; hence turn 86 degrees 24 minutes and run Northwesterly 150.0 feet to the point of beginning containing 27,546.32 square feet, 0.63 acre.

LESS AND EXCEPT, (PERMANENT RIGHT -OF-WAY EASEMENT)

Less and Except that permanent right-of-way as per that certain deed of record conveying a certain parcel of land to the City of Ridgeland as per Deed Book 227 at Page 163 of the Madison County Land Records.

SECTION 6. That the City of Ridgeland Zoning Regulations Ordinance of February, 2014, and the Use District Map accompanying said Ordinance be, and same hereby are amended to the extent necessary to reflect the foregoing change in land use in regard to the property.

ORDAINED, ADOPTED AND APPROVED by the Mayor and Board of Aldermen of the City of Ridgeland, Madison County, Mississippi, at a regular meeting thereof held on the ____ day of _____, 2019.

The motion for adoption was seconded by Alderman _____ and the foregoing Ordinance having been first reduced to writing, was submitted to the Board of Aldermen for passage 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 carried and the Ordinance adopted.

The foregoing ordinance is approved, this the ____ day of _____, 2019.

Mayor Gene F. McGee
City of Ridgeland, Mississippi

Attest:

Paula Tierce, City Clerk

[S E A L]

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI
DENYING A CONDITIONAL USE PERMIT FOR PROPERTY
LOCATED AT 6510 OLD CANTON ROAD,
CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI**

WHEREAS, Colin Campbell (the "Petitioner"), did file a Petition and Application for a Conditional Use Permit on property described herein, which property is located in a C-2A, General Commercial District Classification under the City of Ridgeland Zoning Regulations Ordinance of February, 2014 (the "Petition"); and,

WHEREAS, the Mayor and Board of Aldermen referred the Petition to the Zoning Board of the City of Ridgeland (the Zoning "Board"), which Board scheduled a hearing on said Petition for September 5, 2019, at 6:00 o'clock p.m.; said hearing was Tabled to the next regular scheduled meeting of the Zoning Board on September 19, 2019, at 6:00 o'clock p.m.; said hearing was Tabled to the next regular scheduled meeting of the Zoning Board on October 3, 2019, at 6:00 o'clock p.m.; and,

WHEREAS, the Mayor and Board of Aldermen are familiar with the property and existing land uses within the City of Ridgeland and in the area of the City where the property is located, and in acting on this Resolution, have duly considered the matters and facts within their personal knowledge as same affects the land uses requested in the Petition filed herein; and,

WHEREAS, at the conclusion of the discussion of the Zoning Board's recommendation, the Mayor asked whether the Board of Aldermen desired to take any action regarding the Petition and the recommendation of the Zoning Board and after discussion thereof, Alderman _____ offered the following Resolution and moved that it be adopted, to-wit:

IT IS, THEREFORE, RESOLVED by the Mayor and Board of Aldermen of the City of Ridgeland, Madison County, Mississippi, as follows, to-wit;

SECTION 1. That the matters and facts stated in the preamble hereof are found, determined and adjudicated to be true and correct.

SECTION 2. That it is hereby found and determined that the conditions precedent to the granting of a Conditional Use Permit as required by Section 600.09 of the City of Ridgeland Zoning Regulations Ordinance of February, 2014, do not exist, and have not been satisfied by the Petitioner in regard to the granting of a Conditional Use Permit.

SECTION 3. That the Petition to grant a Conditional Use Permit pursuant to Section 600.09 of the City of Ridgeland Zoning Regulations Ordinance of February, 2014, on the following described property, be and same is hereby denied. The property referenced in the Petition (the "property") is described as follows:

That certain parcel of land situated in the SE 1 / 4 of the SE 1 / 4 of Section 32, and the SW 1 / 4 of the SW 1 / 4 of Section 33, Township 7 North, Range 2 East, Madison County, Mississippi, and being more fully described as follows:

Beginning at the Intersection of the section line between Section 32 and 33, Township 7 North, Range 2 East, Madison County, Mississippi, and e North right of way line of Mule Jail Road, thence run Westerly along said North right of way line of Mule Jail Road for a distance of 676.21 feet to the intersection of the North right of way line of Mule Jail Road and the East right of way line of Old Canton Road; then turn right 89 degrees 45 minutes and run Northerly along the East right of way line of Old Canton Road for a distance of 557.7 feet; thence turn right 4 degrees 39 minutes and run Northerly for a distance of 154.67 feet along said East right of way line of Old Canton road; thence turn right 15 degrees 01 minute and run Northerly for a distance of 163.4 feet along said East right of way line of Old Canton Road; thence turn right 7 degrees 53 minutes and run Northerly for a distance of 78.0 feet along the East right of way line of Old Canton Road; thence leaving said right of way line of Old Canton Road; turn right 8.2 degrees 04 and run Easterly for a distance of 100.4 feet along the center line of a creek; thence the following angles and distances along said center line; turn right 4 degrees 10 minutes and run Southeasterly for a distance of 266.1 feet; thence turn right 19 degrees 50 minutes and run Southeasterly for a distance of 148.83 feet; thence turn left 48 degrees 15 minutes and run Easterly for a distance of 78.31 feet; thence turn right 22 degrees 25 minutes and run Southeasterly for a distance of 65.0 feet; thence turn right 62 degrees 02 minutes and run Southerly for a distance of 160.7 feet; thence turn left 30 degrees 11 minutes and run

Southerly for a distance of 86.0 feet; thence turn right 78 degrees 02 minutes and run Southwesterly for a distance of 81.4 feet; thence turn left 42 degrees 30 minutes and run Southerly for a distance of 70.0 feet; thence turn left 23 degrees 13 minutes and run Southerly for a distance of 76.21 feet; thence turn right 28 degrees 59 minutes and run Southerly for a distance of 100.5 feet; thence turn left 45 degrees 30 minutes and run Southerly for a distance of 39.1 feet; thence turn left 50 degrees 12 minutes and run Easterly for a distance of 90.0 feet; thence turn right 78 degrees 25 minutes and run Southerly for a distance of 71.7 feet to the North right of way line of Mule Jail Road; thence leaving said center line of creek turn right 101 degrees 35 minutes and run Westerly along said North right of way of Mule Jail Road for a distance of 145.79 feet to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCELS (3) OF LAND:

Parcel A:

Commence at the Intersection of the line between said Section 32 and 33, Township 7 North, Range 2 East, with the North right of way line of Mule Jail Road; thence run Westerly along said North right of way line of Mule Jail Road for a distance of 526.21 feet to the point of beginning; thence continue Westerly along said North right of way line for a distance of 150.0 feet to a point of intersection of said North right of way line of Mule Jail Road with the East right of way line of Old Canton Road; thence turn right 89 degrees 45 minutes and run Northerly along said East right of way line for a distance of 150.0 feet; thence leaving said East right of way line turn right 90 degrees 15 minutes and run Easterly 150.0 feet; thence turn right 89 degrees 45 minutes and run Southerly 150.0 feet to the point of beginning, containing 22,500.00 square feet, 0.52 acre.

Parcel B:

Commence at the intersection of the line between said Section 32 and 33, T7N, R2E, with the North right of way line of Mule Jail Road; thence run Westerly along said North right of way line of Mule Jail Road for a distance of 676.21 feet to the point of intersection of the said North right of way line of Mule Jail Road with the East right of way line of Old Canton Road; thence turn right 89 degrees 45 minutes and run Northerly along said East right of way line for a distance of 387.7 feet to the point of beginning; thence continue Northerly along said East right of way line 100.0 feet; thence leaving said East right of way line turn right 90 degrees 00 minutes and run Easterly 100.0 feet; thence turn right 90 degrees 00 minutes and run Southerly 100.0 feet; thence turn right 90 degrees 00 minutes and run Westerly 100.0 feet to the point of beginning, containing 10,000.00 square feet, 0.23 acre.

Parcel C:

Commence at the intersection of the line between said Section 32 and 33, T7N, R2E, with the North right of way line of Mule Jail Road; thence run Westerly

along said North right of way line of Mule Jail Road or a distance of 66.21 feet to the point of intersection of the said North right of way line of Mule Jail Road with the East right of way line of Old Canton Road; thence turn right 89 degrees 45 minute and run Northerly along said East right of way line for a distance of 557.7 feet; thence turn right 4 degrees 39 minutes and continue Northerly along said East right of way line 154.67 feet; thence turn right 15 degrees 01 minute and run Northeasterly along said East right of way line 41.4 feet to the point of beginning; thence continue along last mentioned call for a distance of 122.0 feet; thence turn right 7 degrees 53 and continue Northeasterly along said East right of way line 78.0 feet; thence leaving said East right of way line turn right 97 degrees 49 minutes and run Southeasterly 155.0 feet; turn right 77 degrees 54 minutes and run Southwesterly 157.63 feet; hence turn 86 degrees 24 minutes and run Northwesterly 150.0 feet to the point of beginning containing 27,546.32 square feet, 0.63 acre.

LESS AND EXCEPT, (PERMANENT RIGHT -OF-WAY EASEMENT)

Less and Except that permanent right-of-way as per that certain deed of record conveying a certain parcel of land to the City of Ridgeland as per Deed Book 227 at Page 163 of the Madison County Land Records.

SO RESOLVED by the Mayor and Board of Aldermen of the City of Ridgeland, Madison County, Mississippi, at a regular meeting held on ____ day of _____, 2019.

The motion for adoption was seconded by Alderman _____, and the foregoing Resolution having been first reduced to writing, was submitted to the Board of Aldermen for passage 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 carried and the Resolution adopted.

The foregoing Resolution is approved, this the ____ day of _____, 2019.

Gene F. McGee, Mayor of the City of
Ridgeland, Mississippi

Attest:

Paula Tierce, City Clerk

[S E A L]

BEFORE THE MAYOR AND BOARD OF ALDERMEN OF
THE CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI

**PETITION AND APPLICATION FOR
CONDITIONAL USE PERMIT**

(Official Form February 2014)

COMES NOW, Eduardo Moreno, (the "Petitioner") and
[Name of Petitioner(s)]

respectfully petitions the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi, to grant a conditional use permit as set forth in Section 600.09 of the City of Ridgeland Zoning Ordinance of February, 2014, as more specifically described in this Petition for that real property described in this Petition, and in support of this Petition would show as follows:

1. The name of the Petitioner is Eduardo Moreno
(hereinafter referred to as "Petitioner").
2. The Petitioner's mailing address is 229 Faith Hill St. Ridgeland, MS
39157 and the Petitioner's attorney or
representative's mailing address is _____.
3. The Petitioner's phone number is 662-580-8805 and the Petitioner's
attorney's phone number is (if applicable) _____.
4. The record title holder of the property is R Lee & Sue Davis Revocable Trust
and a copy of the property deed with legal description is attached hereto as Exhibit "A".
Additionally, digital text version of the legal description shall be provided to the Zoning
Administrator for use in advertising the public hearing.

5. If the Petitioner is not the owner of the property, the owner's address and phone number

is 25 Avery Circle, Jackson, MS 39211
601-750-1705

6. A copy of the written authority of the owner's representative to act on behalf of the Owner is attached hereto as Exhibit "B", if applicable.

7. The street address of the property is: 646 Ridgewood Rd

Ridgeland, Mississippi 39157

(and/or) Tax Parcel ID Number(s): 0721-318-017\00.00

8. A copy of a plat or map of the property certified by a licensed land surveyor is attached as Exhibit "C".

9. A vicinity map or plat depicting an area of at least 300' surrounding the subject property in all directions is attached to this Petition as Exhibit "D". The vicinity map includes the current zoning classification of all lands within 160' of the subject property.

10. The property is presently zoned C4,
according to the official zoning map of Ridgeland, Mississippi.

11. Petitioner requests that it be granted a conditional use permit as authorized by

Section 440.03 of the Zoning Ordinance of the City of
Ridgeland, Mississippi, dated February, 2014. **(Section of ordinance authorizing the
specified conditional use).**

12. Petitioner intends to use the subject property for the following purpose(s) in accord with

requested classification: auto repair and painting

13. A site plan for development of the property as required by Section 600.09 of the Zoning Ordinance is attached as Exhibit "E".

14. Petitioner acknowledges that in order to assure consideration of the request contained in this Petition, Petitioner must present proof as to all matters required to be proved by Section 600.09 of the Zoning Ordinance. Petitioner must answer the following questions before filing this petition. The petition will not be accepted unless petitioner responds to each of the following questions:

a. Why does the Petitioner claim that the requested land use fits the site and is compatible with adjacent properties?

the design of building is inline with this type use.
the surrounding properties are constructed the same and
have same business operating in them currently.

b. How will the proposed use impact traffic on adjacent streets and highways?

no impact

- c. Will the requested land use cause an adverse effect (noise, glare, odor, traffic, use, encroachment, etc.) on abutting property or the permitted use thereof? Please explain.

no, inline with their same businesses

- d. What provision(s) have been made for ingress and egress to the subject property and structures located thereon with particular reference to automobile and pedestrian safety, traffic flow, and fire protection?

not applicable

- e. What provision(s) have been made to provide adequate off-street parking and loading areas in conformance with Section 37.02 Off-Street Parking of this Ordinance?

not applicable

- f. What provision(s) have been made for refuse storage areas and service areas to be screened from adjoining properties, and are the proposed improvements in conformance with Section 36.07 and Appendix 'D'?

not applicable, EXISTING ON SITE

- g. What provision(s) have been made for controlling drainage and erosion on/from the proposed site?

not applicable

- h. What provision(s) have been made for the availability and connection of utilities?

not applicable

- i. What provisions(s) have been made for signage and lighting at the proposed site?

not applicable

- j. Does the proposed land use comply with required yards, Landscape Ordinance, and Tree Ordinance? If not, please explain.

not applicable

- k. What provision(s) have been made with respect to hours of operation so as not to cause an adverse effect on neighboring properties?

normal business hours ; 8 a.m. - 6 p.m.

1. What provision(s) have been made to adequately address any concern for safety?

not applicable

- m. What provision(s) have been made to address any negative impact on the capacity of public facilities?

not applicable

- n. What provision(s) have been made to minimize negative environmental and economic impacts?

not applicable

- o. Does the proposed land use encroach upon flood hazard zones or airport approach zones?

not applicable

- p. Are there any additional issues that should be addressed in this application?

No

15. Petitioner acknowledges that prior to approving any petition, a public hearing must be held in accordance with Section 600.15 of the Zoning Ordinance. At the public hearing the petitioner will be required to provide proof in the form of testimony and documents as to each of the matters listed in paragraph 14 of this petition.

16. Petitioner believes that the reasons set forth in this petition justify the granting of the conditional use permit.

17. Petitioner would show that the planned use of the property and the conditional use permit would be in harmony with the general purpose and intent of the land uses permitted in the use district where the property is located, and would not be injurious to the neighborhood or detrimental to the public welfare.

18. The required \$150.00 filing fee has been paid with the filing of this Petition.

Respectfully submitted,

Eduardo Moreno
PETITIONER

07/22/2019
DATE



336045

BOOK 0486 PAGE 542

INDEXING INFORMATION:

Parcel 1: Pt. of West ½ of the SE¼ of Section 20, Township 7 North, Range 2 East;
Parcel 2: Pt. of Lot 4, Block 30, Highland Colony Subdivision;
Parcel 3: Pt. of Lot 4, Block 30 of Highland Colony Subdivision; 3340
Parcel 4: Pt. of Southeast Quarter of Section 14, Township 7 North, Range 1 East;
Parcel 5: Pt. of Southeast Quarter of Section 14, Township 7 North, Range 1 East;
Madison County, Mississippi.

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100's Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged R. LEE DAVIS does hereby sell, convey and warrant that certain property lying and being situated in Madison County, Mississippi, unto R. LEE DAVIS and SUE V. DAVIS, Trustees, or their successors in trust, under THE R. LEE AND SUE V. DAVIS REVOCABLE TRUST dated the 8th day of May, 2001, and any amendments thereto, said property being more particularly described as follows, to-wit:

- Parcel 1: Commencing at a point, said point being the section corner and being common to Sections 20, 21, 29 and 28, Township 7 North, Range 2 East, run South eighty-nine degrees fifty-five minutes West 1,202.06' to the point of beginning of this description; thence North 1333.14 feet to the North line of the SE¼ of the SE¼ of Section 20, Township 7 North, Range 2 East; thence South eighty-nine degrees fifty-seven minutes East 555.46 to an iron axle; thence South 1095.14' to a point; thence South fifty-five degrees forty-one minutes West 424.2' to a point; thence South eighty-nine degrees fifty-five minutes West 205.16' to the point of beginning, said tract being in the West ½ of the SE¼ of Section 20, Township 7 North, Range 2 East, Madison County, Mississippi.
- Parcel 2: Commence at an iron pin marking the Southwest corner of the Alperin Enterprises, Inc., properties (now being Columbus Mobile Home Park, Inc.) as recorded in Book 83 at page 284, in the office of the Chancery Clerk of Madison County, being the point of beginning of the land herein described.

Thence run northerly along the west line of said Alperin Enterprises, Inc., property a distance of 110.4 feet to a point; thence turn left through a deflection angle of 91 degrees 15 minutes and run westerly for 260 feet, more or less, to the east line of Ridgewood Road; turn thence to the left through a deflection angle of 88 degrees 45 minutes and run southerly along the east line of Ridgewood Road a distance of 110.4 feet to a point; thence turn to the left and run easterly for a distance of 260 feet, more or less to the point of beginning. Said land is a part of Lot 4, Block 30, Highland Colony Subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi.

Parcel 3: Commence at an iron pin marking the Southwest corner of the Alperin Enterprises, Inc. properties (now being Columbus Mobile Home Park, Inc.) as recorded in Book 83 at Page 284, in the office of the Chancery Clerk of Madison County, and from this point run thence northerly along the west line of said property for 110.4 feet to the point of beginning of the land herein described.

Thence run northerly along the west line of the Alperin Enterprises, Inc., property for a distance of 75 feet to a point; thence turn left through a deflection angle of 91 degrees 15 minutes and run westerly for a distance of 278 feet, more or less, to the east line of Ridgewood Road; turn thence to the left through a deflection angle of 88 degrees 45 minutes and run southerly along the east line of Ridgewood Road for a distance of 75 feet to a point; thence turn to the left and run easterly for a distance of 278 feet, more or less, to the point of beginning. Said property is a part of Lot 4, Block 30 of Highland Colony Subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi.

Parcel 4: A parcel of land situated in the Southeast Quarter of Section 14, Township 7 North, Range 1 East, Madison County, Mississippi, and being described by metes and bounds, to-wit:

Commence at a point 566.04 feet East of and 1008.40 feet North of the Southeast corner of the Southwest Quarter of the abovementioned Southeast Quarter of Section 14, Township 7 North, Range 1 East, said point being on the West right-of-way line of a 60 foot private road; thence run Northerly along the said West right-of-way line for a distance of 455.5 feet to the POINT OF BEGINNING of the herein described property; thence leaving said West right-of-way line turn left 102 degrees 47 minutes and run Southwesterly 734.9 feet; thence turn right 119 degrees 43 minutes and run Northeasterly for a distance of 609.77 feet to a point on the South right-of-way line of the aforementioned 60 foot private road; thence turn

right 69 degrees 20 minutes and run Easterly along said South right-of-way line for a distance of 406.75 feet to the Point of Curvature of a curve bearing to the right, having a delta angle of 73 degrees 50 minutes and a radius of 507.43 feet; thence leaving said South right-of-way line of the private 60 foot road turn right 72 degrees 29 minutes and run Southeasterly a chord distance of 365.33 feet to the Point of Tangency of said curve, said Point of Tangency being on the aforementioned West right-of-way line of the private 60 foot road; thence turn right 21 degrees 15 minutes and run Southerly along the said West right-of-way line for a distance of 106.61 feet to the POINT OF BEGINNING, containing 6.95 acres.

Parcel 5: A parcel of land situated in the Southeast Quarter of Section 14, Township 7 North, Range 1 East, Madison County, Mississippi, and being described by metes and bounds, to-wit:

Beginning at a point 566.04 feet East of and 1008.40 feet North of the Southeast corner of the Southwest Quarter of the abovementioned Southeast Quarter of Section 14, Township 7 North, Range 1 East, said point being on the West right-of-way line of a 60 foot private road; thence leaving said West right-of-way line run Westerly along a projection line of the North line of the John Moon property and also the said North line itself for a distance of 823.98 feet; thence leaving said North line turn right 110 degrees 40 minutes and run Northeasterly 362.3 feet; thence turn right 60 degrees 17 minutes and run Easterly 734.9 feet to a point on the aforementioned West right-of-way line of the private 60 foot road; thence turn right 102 degrees 47 minutes and run Southerly along said West right-of-way line for a distance of 455.5 feet to the POINT OF BEGINNING, containing 6.95 acres.

THIS CONVEYANCE IS SUBJECT to any and all protective covenants, building restrictions, rights of way, easements, oil, gas, and other mineral reservations, unrecorded servitudes and conveyances applicable to the above described property.

WITNESS HIS SIGNATURE on this the 9th day of May, 2001.


R. LEE DAVIS

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the aforesaid jurisdiction, the within named R. LEE DAVIS, who acknowledged that he signed and delivered the above and foregoing Warranty Deed as his voluntary act on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 8th day of May, 2001.


NOTARY PUBLIC

My Commission Expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES JULY 19, 2002
BONDED THRU STEGALL NOTARY SERVICE



GRANTOR:

R. LEE DAVIS
25 Avery Circle
Jackson, MS 39211
h 956-1843
o none

TRUSTEES/GRANTEES:

R. LEE DAVIS and
SUE V. DAVIS, Trustees, or their successors in trust of
THE R. LEE AND SUE V. DAVIS REVOCABLE TRUST dated the 8th day of May, 2001, and
any amendments thereto
25 Avery Circle
Jackson, MS 39211
h 956-1843
o none

Prepared by: William B. Howell, P. O. Box 14, Jackson, MS 39205 (601) 978-1700



The preparer does not by this instrument certify validity of title nor the correctness of the description contained herein, which was furnished by or on behalf of the Grantors.

THE R. LEE AND SUE V. DAVIS REVOCABLE TRUST***Schedule A***

The sum of One Hundred Dollars (\$100.00) in cash.

Schedule B

The sum of One Hundred Dollars (\$100.00) in cash.

Schedule C**First Judicial District of
Hinds County, Mississippi:**

Lot 25, AVERY GARDENS, a subdivision according to a map or plat of which is on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi, in Plat Book 28 at page 44, reference to which is hereby made in aid of and as a part of this description.

Madison County, Mississippi:

- Parcel 1: Commencing at a point, said point being the section corner and being common to Sections 20, 21, 29 and 28, Township 7 North, Range 2 East, run South eighty-nine degrees fifty-five minutes West 1,202.06' to the point of beginning of this description; thence North 1333.14 feet to the North line of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 20, Township 7 North, Range 2 East; thence South eighty-nine degrees fifty-seven minutes East ~~555.46~~ **555.46 (sic)** to an iron axle; thence South 1095.14' to a point; thence South fifty-five degrees forty-one minutes West 424.2' to a point; thence South eighty-nine degrees fifty-five minutes West 205.16' to the point of beginning, said tract being in the West $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 20, Township 7 North, Range 2 East, Madison County, Mississippi.
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-

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Newton County, Mississippi:

NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 20, Township 8 North, Range 13 East; the N $\frac{1}{2}$ of the SW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 21, Township 8 North, Range 13 East, containing a total of 160 acres, more or less.

STATE OF MISSISSIPPI, COUNTY OF MADISON



I certify that the within instrument was filed for record in my office this 11 day of May, 2001, at 9 o'clock a M., and was duly recorded on the MAY 11 2001, Book No. 486, Page 542.

STEVE DUNCAN, CHANCERY CLERK

BY: S. Cole D.C.

EXHIBIT "B"

R LEE & SUE V DAVIS REVOCABLE TRUST
25 Avery Circle
Jackson, MS 3211

July 12th, 2019

Jordan Lohman
City of Ridgeland

I authorize Brandon Brown with T.L. Brown Properties, or Eduardo Moreno, to act as a petitioner and to submit Petition and Application for a Conditional Use Permit for my property located at 646 Ridgewood Road, Ridgeland, MS 39157.

A handwritten signature in blue ink, appearing to read "Sue V. Davis".

Sue V Davis

EXHIBIT "C"

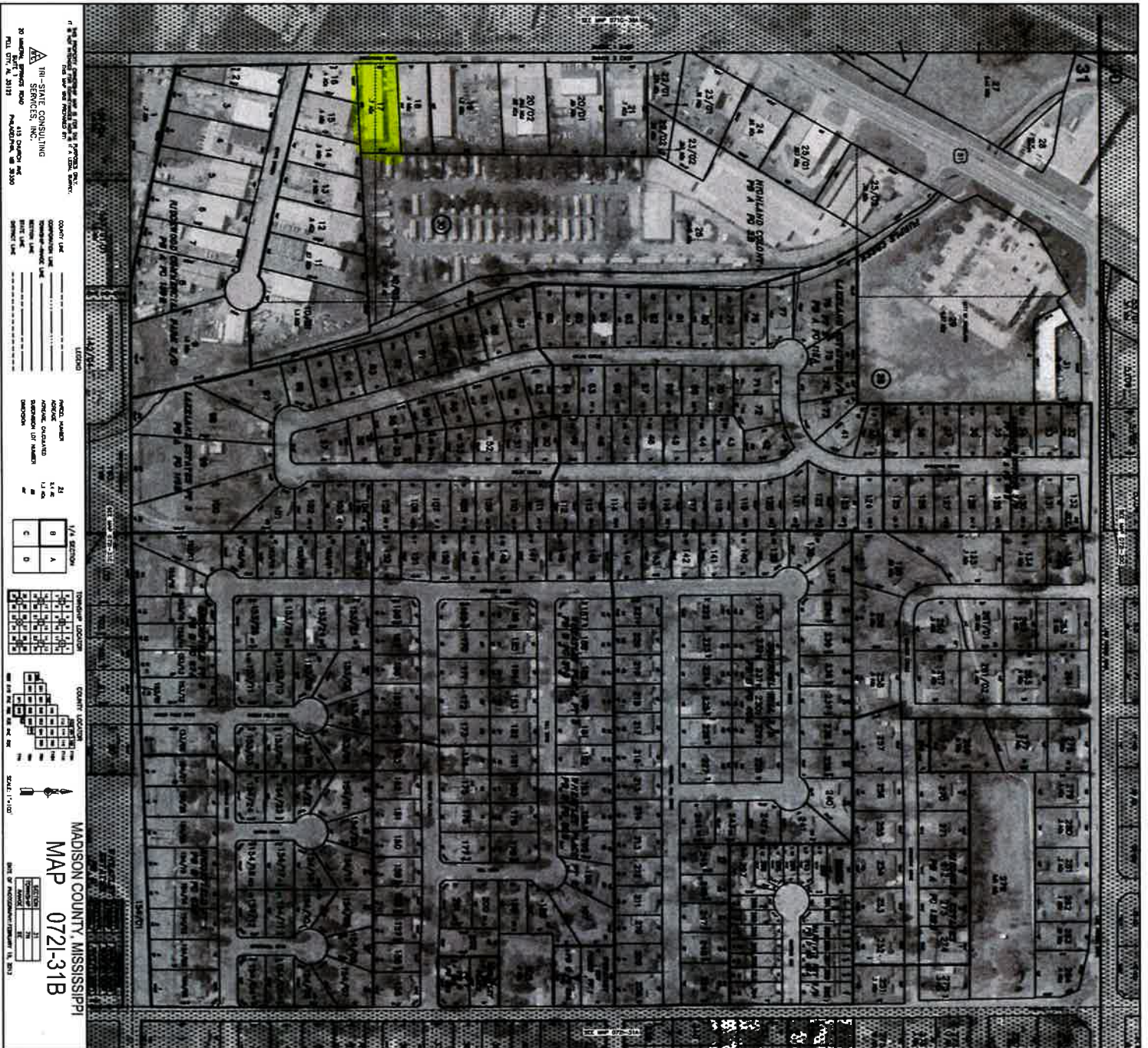
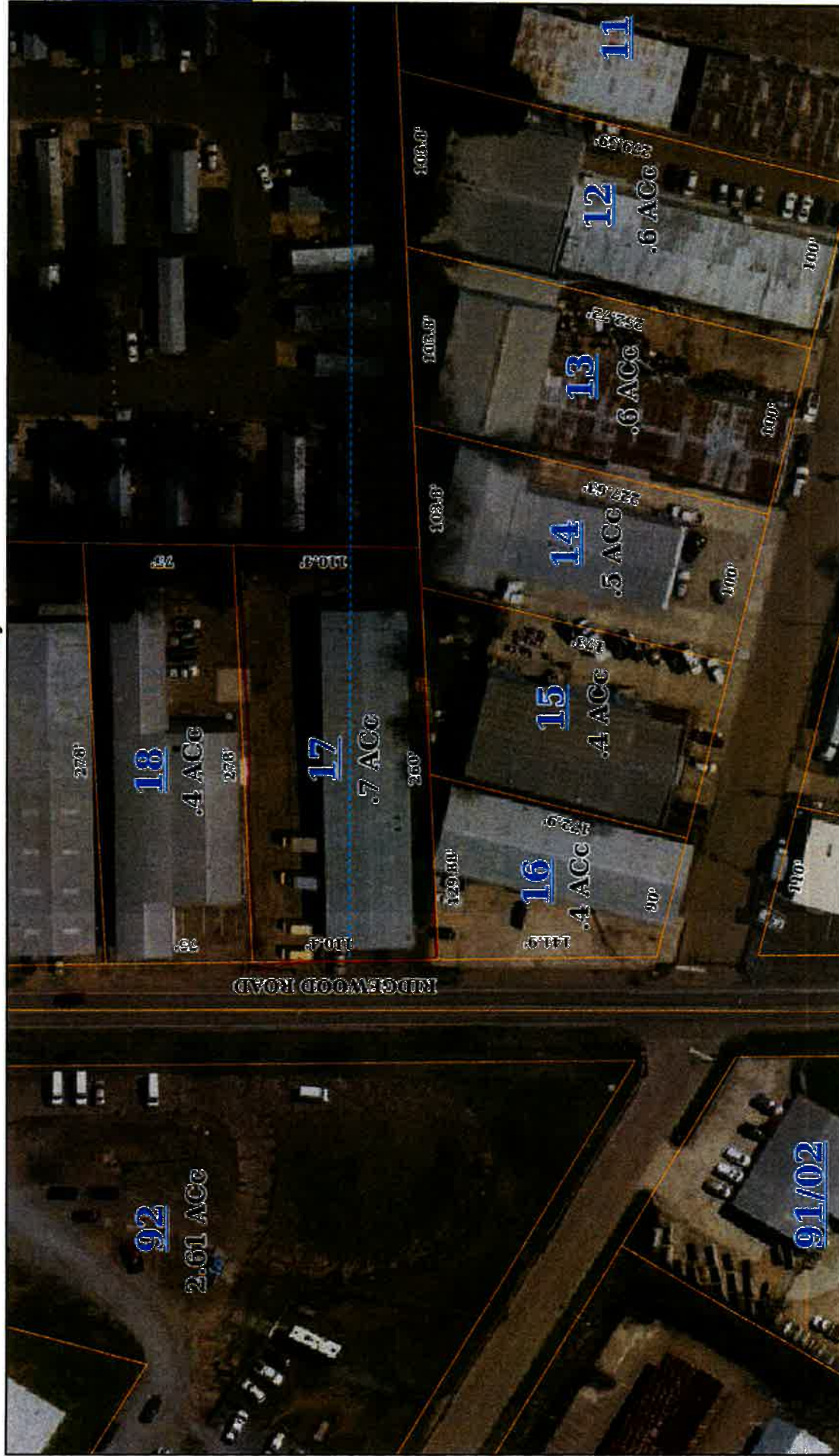


EXHIBIT "D"



EXHIBIT "E"

Madison County

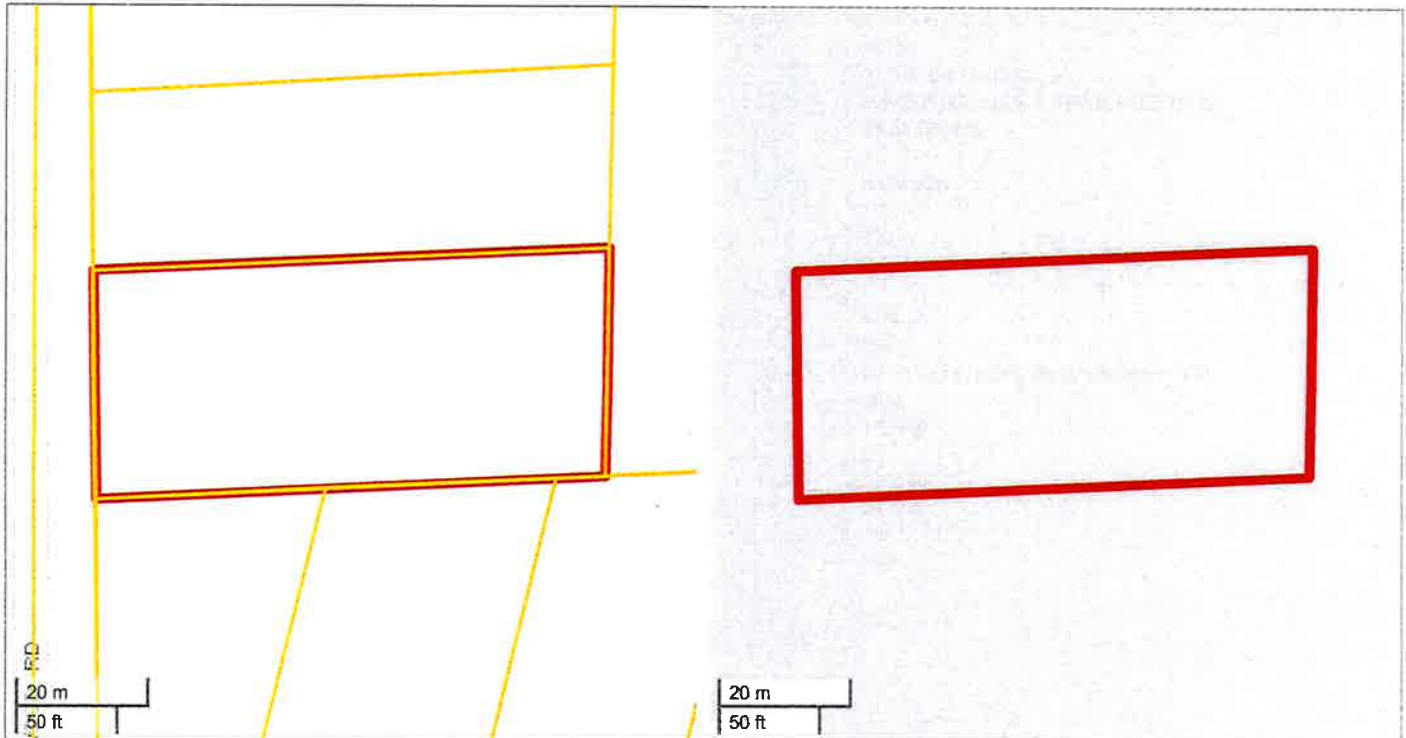


7/11/2019, 11:46:03 AM

- ☐ Lotlines
- ☐ CountyBoundary
- ☐ madison_ms_parnums
- ☐ madison_ms_all_txt
- ☐ Imagery2014
- ☐ Parcels

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

Esri, HERE, Garmin, INCREMENT P, NGA, USGS | Esri, HERE, Garmin, USGS, NGA, EPA, USDA, NPS | GIS



Madison County, MS

Madison County online map access is provided as a public service, as is, as available and without warranties, expressed or implied. Content published on this website is for informational purposes only, and is not intended to constitute a legal record nor should it be substituted for the advice or services of a licensed professional. Parcel map information is prepared for the inventory of real property found within County jurisdiction and is compiled from recorded deeds, plats, and other public documents in accordance with Land Records Technical Specifications for Base, Cadastral and Digital Mapping Systems. Users are hereby notified that the aforementioned public record sources should be consulted for verification of information. With limited exception, data available on this website originates from Madison County Land Records GIS and is maintained for the internal use of the County. The County of Madison and the Website Provider disclaim all responsibility and legal liability for the content published on this website. The user agrees that Madison County and its Assigns shall be held harmless from all actions, claims, damages or judgments arising out of the use of County data.



Madison County Tax Assessor
Norman A. Cannady Jr

Canton Location
125 W North St
(601) 879-9537
Courthouse Annex
PO Box 292
Canton, MS 39046

PPIN:	18156
PARCEL ID:	072I-31B-017/00.00
OWNERNAME:	DAVIS R LEE & SUE V REVOCABLE TRUST
ADDRESS1:	25 AVERY CIR
ADDRESS2:	
CITY:	JACKSON
STATE:	MS
ZIP:	39211
TOTAL_AC:	0
SECTION:	
TOWNSHIP:	07N
RANGE:	02E
LEGAL1:	LOT 110.4X260 FT ON E/S RIDGEWOOD
TAX_DIST:	3RM
LAND_VAL:	182950
IMP_VAL1:	0
IMP_VAL2:	159040
TOTALVALUE:	341990
DEED_BOOK:	486
DEED_PAGE:	542

Mills, Scanlon, Dye & Pittman

ATTORNEYS AT LAW

800 Avery Boulevard North, Suite 101
Ridgeland, Mississippi 39157

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

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

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

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

October 8, 2019

Mayor Gene McGee
Alderman Ken Heard
Alderman Chuck Gautier
Alderman Kevin Holder
Alderman Brian Ramsey
Alderman Bill Lee
Alderman Wesley Hamlin
Alderman D. I. Smith
Post Office Box 217
Ridgeland, MS 39158

RE: Zoning Report for October 3, 2019

Dear Mayor and Board:

We report on the Zoning Board meeting of October 3, 2019. Enclosed for your consideration, please find the following:

1. Minutes of the October 3, 2019, Zoning Board meeting;
2. Ordinance Approving the Petition and Application for Conditional Use Permit for Eduardo Moreno;
3. Resolution Denying the Petition and Application for Conditional Use Permit for Eduardo Moreno;
4. Ordinance Approving the Petition and Application for Conditional Use Permit for Colin Campbell;
5. Resolution Denying the Petition and Application for Conditional Use Permit for Colin Campbell;
6. Ordinance Approving the Petition and Application to Rezone Real Property for Storage Park Properties, LLC;
7. Resolution Denying the Petition and Application to Rezone Real Property for Storage Park Properties, LLC;
8. Ordinance Approving the Petition and Application for Conditional Use Permit for Storage Park Properties, LLC; and,

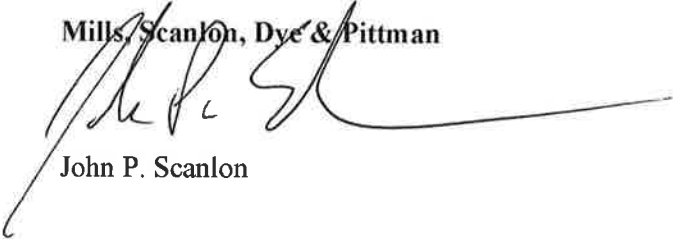
Mayor Gene McGee and
Board of Aldermen of the
City of Ridgeland, MS
October 8, 2019
Page 2

9. Resolution Denying the Petition and Application for Conditional Use Permit for Storage Park Properties, LLC.

If you have any questions or require additional information, please do not hesitate to call us.

Sincerely,

Mills, Scanlon, Dye & Pittman



John P. Scanlon

JPS/mmh
Enclosure(s)

cc: Zoning Board Members

**MINUTES OF THE MEETING
OF THE ZONING BOARD
OF THE CITY OF RIDGELAND, MISSISSIPPI**

A meeting of the Zoning Board of the City of Ridgeland, Mississippi (the "Board") was duly called, held and conducted on Thursday, October 3, 2019, at 6:00 o'clock p.m. in the Ridgeland City Hall in the City of Ridgeland, Madison County, Mississippi.

The following members were present, to-wit:

Larry Miller
Tracy Bailey
Bernie Giessner
Drew Malone
Michelle Caballero
Walter Cox
Judy Rice
Jim Collette

Absent:

None

Also present:

John P. Scanlon, Attorney
Jordan Lohman, City of Ridgeland

* * * * *

Chairman Bernie Giessner called the meeting to order. Roll was called and it was announced that a majority of the voting members of the Board were present and that said number constituted a quorum to conduct business.

Chairman Bernie Giessner led the Pledge of Allegiance and the meeting was opened with prayer.

All members of the Board acknowledged receipt of the agenda and the agenda was as follows:

1. Call to Order/Invocation.

2. Adoption of Minutes.

3. Public Hearing for Petition and Application for Conditional Use Permit for Eduardo Moreno - *Petitioner*

Property Address/Description:

646 Ridgewood Road, Ridgeland, MS 39157

Tax Parcel No.:

072I-31B-017/00.00

(September 5, 2019; Tabled to September 19, 2019; Tabled to October 3, 2019)

4. Public Hearing for Petition and Application for Conditional Use Permit for Colin Campbell - *Petitioner*

Property Address/Description:

6510 Old Canton Road, Ridgeland, MS 39157

Tax Parcel No.:

072I-32D-009/00.00

(September 5, 2019; Tabled to September 19, 2019; Tabled to October 3, 2019)

5. Public Hearing for Petition and Application for Rezoning of Real Property for Storage Park Properties, LLC - *Petitioner*

Property Address/Description:

East side of Brame Road for the final 850 feet of the road in Brame's Addition, Block A

Tax Parcel No.:

071G-25D-001/00.00, 071G-25D-002/00.00, 071G-25D-004/00.00, 071G-25D-007/00.00, 071G-25D-008/00.00, 071G-25D-009/00.00, 071G-25D-010/00.00, 071G-25D-013/00.00, 071G-25D-014/00.00, and part of 071G-25D-006/00.00.

(September 19, 2019; Tabled to October 3, 2019)

6. Public Hearing for Petition and Application for Conditional Use Permit for Storage Park Properties, LLC - *Petitioner*

Property Address/Description:

East side of Brame Road for the final 850 feet of the road in Brame's Addition, Block A

Tax Parcel No.:

071G-25D-001/00.00, 071G-25D-002/00.00, 071G-25D-004/00.00, 071G-25D-007/00.00, 071G-25D-008/00.00, 071G-25D-009/00.00, 071G-25D-010/00.00, 071G-25D-013/00.00, 071G-25D-014/00.00, and part of 071G-25D-006/00.00.

(September 19, 2019; Tabled to October 3, 2019)

7. Old Business/New Business.

8. Adjourn

The Board considered the Minutes of the September 5, 2019 and September 19, 2019 meetings. Mr. Cox moved to approve the minutes as written. The motion was seconded by Mr. Malone and approved unanimously.

**Public Hearing for Petition and Application for
Conditional Use Permit for Eduardo Moreno**

Chairman Bernie Giessner opened the Public Hearing on the Petition and Application for Conditional Use Permit for Eduardo Moreno for property located at 646 Ridgewood Road in Ridgeland. The subject property is presently zoned C-4. Petitioner appeared and spoke on behalf of the Petition confirming notice was sent. Petitioner addressed the Zoning Board and stated that he intends to use the property to operate an auto repair and painting business on the C-4 zoned property. Mr. Malone questioned Petitioner regarding painting because of environmental concerns. Petitioner's response to the question posed by Drew Malone was that the Petitioner had decided against offering painting services.

Opposition was given an opportunity to respond, but there was no opposition present.

Chairman Bernie Giessner closed the Public Hearing and called for a vote on the Petition. On motion by Mr. Malone and seconded by Mr. Miller, the Board voted unanimously to recommend to the Mayor and Board of Aldermen that they approve a conditional use for Petitioner to operate an auto repair only business on the subject property within the C-4 zoning district and that no painting would be allowed on the subject property, because of environmental concerns.

**Public Hearing for Petition and Application for
Conditional Use Permit for Colin Campbell**

Chairman Bernie Giessner opened the Public Hearing on the Petition and Application for Conditional Use Permit for Colin Campbell for property located at 6510 Old Canton Road in Ridgeland. The subject property is presently zoned C-2A. Daniel Wooldridge and Dr. Resia Thompson appeared and spoke on behalf of the Petitioner confirming notice was sent. Mr. Wooldridge and Dr. Thompson addressed the Zoning Board and spoke regarding Petitioner's request to operate a church in a shopping center which is in a C-2A zoning district and answered questions posed by the Zoning Board members regarding the supplemental letter concerning non-contestation.

Opposition was given an opportunity to respond, but there was no opposition present.

Chairman Bernie Giessner closed the Public Hearing and called for a vote on the Petition. On motion by Mr. Bailey and seconded by Mr. Collette, the Board voted unanimously to recommend to the Mayor and Board of Aldermen that they approve a conditional use for Petitioner to operate a church in the shopping center on the subject property in the C-2A zoning district with the condition that should any tenant, future or existing, in this shopping center be disallowed an ABC permit, the conditional use permit would be revoked.

**Public Hearing for Petition and Application for
Rezoning Real Property for Storage Park Properties, LLC**

Chairman Bernie Giessner opened the Public Hearing on the Petition and Application for rezoning of real property for Storage Park Properties, LLC for property located on the east side of Brame Road for the final 850 feet of the road in Brame's Addition, Block A in Ridgeland. The subject property is presently zoned C-2. Bob Lloyd appeared and spoke on behalf of the Petitioner along with attorney Rick Eisenberger of the Shows Law Firm confirming notice was sent. Petitioner addressed the Zoning Board and spoke regarding Petitioner's request to rezone the subject property from its current C-2 classification to a Technical Industrial Park District (TIP) to allow a mixture of commercial uses, to include Class A multi-story climate controlled self-storage facility, as well as, potential office warehouse, retail showroom, general office and general retail on the subject property. Petitioners responded to Zoning Board members questions regarding the change in the character of the neighborhood.

Vennell Lewis, real estate broker, appeared and spoke on behalf of certain landowners in support of the petition.

Opposition was given an opportunity to respond, but there was no opposition present.

Chairman Bernie Giessner closed the Public Hearing and called for a vote on the Petition. On motion by Ms. Rice and seconded by Mr. Cox, the Board voted unanimously to recommend to the Mayor and Board of Aldermen that they approve the requested rezoning to TIP to allow a

mixture of commercial uses, potential office warehouse, retail showroom, general office and general retail on the subject property.

Public Hearing for Petition and Application for Conditional Use Permit for Storage Park Properties, LLC

Chairman Bernie Giessner opened the Public Hearing on the Petition and Application for Conditional Use Permit for Storage Park Properties, LLC for property located on the east side of Brame Road for the final 850 feet of the road in Brame's Addition, Block A in Ridgeland. The subject property is presently zoned C-2 and is the same property considered in the previous agenda item for a rezoning recommendation to the Board of Aldermen. Bob Lloyd appeared and spoke on behalf of the Petitioner along with attorney Rick Eisenberger of the Shows Law Firm confirming notice was sent. Petitioner addressed the Zoning Board and spoke regarding Petitioner's request to operate a Class A multi-story climate controlled self-storage facility in the TIP zoning district. Petitioner made a request to append to the minutes the reasons given why the requirements for a conditional use in the Zoning Ordinance are met (See Exhibit "A").

Opposition was given an opportunity to respond, but there was no opposition present.

Chairman Bernie Giessner closed the Public Hearing and called for a vote on the Petition. On motion by Ms. Caballero and seconded by Ms. Rice, the Board voted unanimously to recommend to the Mayor and Board of Aldermen that they approve a conditional use for Petitioner to operate a Class A multi-story climate controlled self-storage facility in the TIP zoning district on the subject property, conditioned upon the grant of the rezoning in the previous agenda item by the Board of Aldermen.

OLD BUSINESS

None.

NEW BUSINESS

None.

There was no further business to be presented.

ADJOURNMENT

Mr. Miller moved that the meeting be adjourned. The motion was seconded by Mr. Malone and approved unanimously.

WITNESS OUR HANDS, this the _____ day of _____, 2019.

BERNIE GIESSNER, Chairman

MICHELLE CABALLERO, Vice Chairman/Secretary

**ORDINANCE OF THE MAYOR AND BOARD OF ALDERMEN OF
THE CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI
APPROVING AND GRANTING A CONDITIONAL USE PERMIT
FOR PROPERTY LOCATED AT 646 RIDGEWOOD ROAD,
CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI**

WHEREAS, Eduardo Moreno (the "Petitioner"), did file a Petition and Application for a Conditional Use Permit as permitted by Section 600.09 for the property described herein, which property is located in a C-4, Highway Commercial District Classification under the City of Ridgeland Zoning Regulations Ordinance of February, 2014, (the "Petition"); and,

WHEREAS, the Mayor and Board of Aldermen referred the Petition to the Zoning Board of the City of Ridgeland (the "Zoning "Board") which Board scheduled a hearing on said Petition for September 5, 2019, at 6:00 o'clock p.m.; said hearing was Tabled to the next regular scheduled meeting of the Zoning Board on September 19, 2019, at 6:00 o'clock p.m.; said hearing was Tabled to the next regular scheduled meeting of the Zoning Board on October 3, 2019, at 6:00 o'clock p.m.; and,

WHEREAS, the City Clerk did cause notice of the September 5, 2019, hearing to be published in the Madison County Journal, a newspaper published in the City of Ridgeland, Madison County, Mississippi, in the manner and for the time required by law, and the Zoning Administrator did post notice of same upon the affected property in the manner and for the time required by law; and,

WHEREAS, the Zoning Board of the City of Ridgeland, Mississippi, did conduct a full and complete hearing on the Petition at the October 3, 2019 meeting, and received comments and heard evidence presented by the Petitioner and thereafter forwarded its recommendation thereon to the Mayor and Board of Aldermen; and,

WHEREAS, the Mayor and Board of Aldermen are familiar with the property and existing land uses within the City of Ridgeland and in the area of the City where the property is located, and in acting on this Ordinance, have duly considered the matters and facts within their personal knowledge as same affect the land uses requested in the Petition; and,

WHEREAS, the Mayor asked whether the Board of Aldermen desired to take any action regarding the Petition and the recommendation of the Zoning Board, and after discussion thereof, Alderman _____ offered the following Ordinance and moved that it be adopted, to-wit:

NOW, THEREFORE, be it ordained by the Mayor and Board of Aldermen of the City of Ridgeland, Madison County, Mississippi, as follows, to-wit:

SECTION 1. That the matters and facts stated in the preamble hereof are found, determined and adjudicated to be true and correct.

SECTION 2. That the findings of fact contained in the Zoning Board's October 3, 2019, Minutes in regard to the Petition be, and same are hereby adopted as and for the findings of fact of the Mayor and Board of Aldermen in support of the zoning decision contained herein.

SECTION 3. That it is hereby found and determined that the conditions precedent to the granting of a Conditional Use Permit in regard to the herein described property as required in Section 600.09 of the City of Ridgeland Zoning Regulations Ordinance of February, 2014, exist, and have been satisfied, and the granting of a Conditional Use Permit for the purpose of allowing the operation of an auto repair only business on the subject property within the C-4 zoning district and that no painting would be allowed on the subject property, because of environmental concerns.

SECTION 4. That the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi, do hereby grant from and after the effective date of this Ordinance a Conditional Use Permit for the purpose of allowing the operation of an auto repair only business on the subject property within the C-4 zoning district and that no painting would be allowed on the subject property, because of environmental concerns.

SECTION 5. The property affected by this Ordinance (the "property") is located in the City of Ridgeland, Madison County, Mississippi, and described as follows:

Parcel 1: Commencing at a point, said point being the section corner and being common to Sections 20, 21, 29 and 28, Township 7 North, Range 2 East, run South eighty-nine degrees fifty-five minutes West 1,202.06' to the point of beginning of this description; thence North 1333.14 feet to the North line of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 20, Township 7 North, Range 2 East; thence South eighty-nine degrees fifty-seven minutes East 555.46 to an iron axle; thence South 1095.14' to a point; thence South fifty-five degrees forty-one minutes West 424.2' to a point; thence South eighty-nine degrees fifty-five minutes West 205.16' to the point of beginning, said tract being in the West $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 20, Township 7 North, Range 2 East, Madison County, Mississippi.

Parcel 2: Commence at an iron pin marking the Southwest corner of the Alperin Enterprises, Inc., properties (now being Columbus Mobile Home Park, Inc.) as recorded in Book 83 at page 284, in the office of the Chancery Clerk of Madison County, being the point of beginning of the land herein described. Thence run northerly along the west line of said Alperin Enterprises, Inc., property a distance of 110.4 feet to a point; thence turn left through a deflection angle of 91 degrees 15 minutes and run westerly for 260 feet, more or less, to the east line of Ridgewood Road; turn thence to the left through a deflection angle of 88 degrees 45 minutes and run southerly along the east line of Ridgewood Road a distance of 110.4 feet to a point; thence turn to the left and run easterly for a distance of 260 feet, more or less to the point of beginning. Said land is a part of Lot 4, Block 30, Highland Colony Subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi.

Commence at an iron pin marking the Southwest corner of the Alperin Enterprises, Inc. properties (now being Columbus Mobile Home Park, Inc.) as recorded in Book 83 at Page 284, in the office of the Chancery Clerk of Madison County, and from this point run thence northerly along the west line

of said property for 110.4 feet to the point of beginning of the land herein described.

Parcel 3: Thence run northerly along the west line of the Alperin Enterprises, Inc., property for a distance of 75 feet to a point; thence turn left through a deflection angle of 91 degrees 15 minutes and run westerly for a distance of 278 feet, more or less, to the east line of Ridgewood Road; turn thence to the left through a deflection angle of 88 degrees 45 minutes and run southerly along the east line of Ridgewood Road for a distance of 75 feet to a point; thence turn to the left and run easterly for a distance of 278 feet, more or less, to the point of beginning. Said property is a part of Lot 4, Block 30 of Highland Colony Subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi.

Parcel 4: A parcel of land situated in the Southeast Quarter of Section 14, Township 7 North, Range 1 East, Madison County, Mississippi, and being described by metes and bounds, to-wit:

Commence at a point 566.04 feet East of and 1008.40 feet North of the Southeast corner of the Southwest Quarter of the abovementioned Southeast Quarter of Section 14, Township 7 North, Range 1 East, said point being on the West right-of-way line of a 60 foot private road; thence run Northerly along the said West right-of-way line for a distance of 455.5 feet to the POINT OF BEGINNING of the herein described property; thence leaving said West right-of-way line turn left 102 degrees 47 minutes and run Southwesterly 734.9 feet; thence turn right 119 degrees 43 minutes and run Northeasterly for a distance of 609.77 feet to a point on the South right-of-way line of the aforementioned 60 foot private road; thence turn right 69 degrees 20 minutes and run Easterly along said South right-of-way line for a distance of 406.75 feet to the Point of Curvature of a *curve* bearing to the right, having a delta angle of 73 degrees 50 minutes and a radius of 507.43 feet; thence leaving said South right-of-way line of the private 60 foot road turn right 72 degrees 29 minutes and run Southeasterly a chord distance of 365.33 feet to the Point of Tangency of said curve, said Point of Tangency being on the aforementioned West right of-way line of the private 60 foot road; thence turn right 21 degrees 15 minutes and run Southerly along the said West right-of-way line for a distance of 106.61 feet to the POINT OF BEGINNING, containing 6.95 acres.

Parcel 5: A parcel of land situated in the Southeast Quarter of Section 14, Township 7 North, Range 1 East, Madison County, Mississippi, and being described by metes and bounds, to-wit:

Beginning at a point 566.04 feet East of and 1008.40 feet North of the Southeast corner of the Southwest Quarter of the abovementioned Southeast Quarter of Section 14, Township 7 North, Range 1 East, said point being on the West right-of-way line of a 60 foot private road; thence leaving said West right-of-way line run Westerly along a projection line of the North line of the John Moon property and also the said North line itself for a distance of 823.98 feet; thence leaving said North line turn right 110 degrees 40 minutes and run Northeasterly 362.3 feet; thence turn right 60 degrees 17 minutes and run Easterly 734.9 feet to a point on the aforementioned West right-of-way line of the private 60 foot road; thence turn right 102 degrees 47 minutes and run Southerly along said West right of-way line for a distance of 455.5 feet to the POINT OF BEGINNING, containing 6.95 acres.

SECTION 6. That the City of Ridgeland Zoning Regulations Ordinance of February, 2014, and the Use District Map accompanying said Ordinance be, and same hereby are amended to the extent necessary to reflect the foregoing change in land use in regard to the property.

ORDAINED, ADOPTED AND APPROVED by the Mayor and Board of Aldermen of the City of Ridgeland, Madison County, Mississippi, at a regular meeting thereof held on the ____ day of _____, 2019.

The motion for adoption was seconded by Alderman _____ and the foregoing Ordinance having been first reduced to writing, was submitted to the Board of Aldermen for passage 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 carried and the Ordinance adopted.

The foregoing ordinance is approved, this the ____ day of _____, 2019.

Mayor Gene F. McGee
City of Ridgeland, Mississippi

Attest:

Paula Tierce, City Clerk

[S E A L]

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI
DENYING A CONDITIONAL USE PERMIT FOR PROPERTY
LOCATED AT 646 RIDGEWOOD ROAD,
CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI**

WHEREAS, Eduardo Moreno (the "Petitioner"), did file a Petition and Application for a Conditional Use Permit on property described herein, which property is located in a C-4, Highway Commercial District Classification under the City of Ridgeland Zoning Regulations Ordinance of February, 2014 (the "Petition"); and,

WHEREAS, the Mayor and Board of Aldermen referred the Petition to the Zoning Board of the City of Ridgeland (the Zoning "Board"), which Board scheduled a hearing on said Petition for September 5, 2019, at 6:00 o'clock p.m.; said hearing was Tabled to the next regular scheduled meeting of the Zoning Board on September 19, 2019, at 6:00 o'clock p.m.; said hearing was Tabled to the next regular scheduled meeting of the Zoning Board on October 3, 2019, at 6:00 o'clock p.m.; and,

WHEREAS, the Mayor and Board of Aldermen are familiar with the property and existing land uses within the City of Ridgeland and in the area of the City where the property is located, and in acting on this Resolution, have duly considered the matters and facts within their personal knowledge as same affects the land uses requested in the Petition filed herein; and,

WHEREAS, at the conclusion of the discussion of the Zoning Board's recommendation, the Mayor asked whether the Board of Aldermen desired to take any action regarding the Petition and the recommendation of the Zoning Board and after discussion thereof, Alderman _____ offered the following Resolution and moved that it be adopted, to-wit:

IT IS, THEREFORE, RESOLVED by the Mayor and Board of Aldermen of the City of Ridgeland, Madison County, Mississippi, as follows, to-wit;

SECTION 1. That the matters and facts stated in the preamble hereof are found, determined and adjudicated to be true and correct.

SECTION 2. That it is hereby found and determined that the conditions precedent to the granting of a Conditional Use Permit as required by Section 600.09 of the City of Ridgeland Zoning Regulations Ordinance of February, 2014, do not exist, and have not been satisfied by the Petitioner in regard to the granting of a Conditional Use Permit.

SECTION 3. That the Petition to grant a Conditional Use Permit pursuant to Section 600.09 of the City of Ridgeland Zoning Regulations Ordinance of February, 2014, on the following described property, be and same is hereby denied. The property referenced in the Petition (the "property") is described as follows:

Parcel 1: Commencing at a point, said point being the section corner and being common to Sections 20, 21, 29 and 28, Township 7 North, Range 2 East, run South eighty-nine degrees fifty-five minutes West 1,202.06' to the point of beginning of this description; thence North 1333.14 feet to the North line of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 20, Township 7 North, Range 2 East; thence South eighty-nine degrees fifty-seven minutes East 555.46 to an iron axle; thence South 1095.14' to a point; thence South fifty-five degrees forty-one minutes West 424.2' to a point; thence South eighty-nine degrees fifty-five minutes West 205.16' to the point of beginning, said tract being in the West $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 20, Township 7 North, Range 2 East, Madison County, Mississippi.

Parcel 2: Commence at an iron pin marking the Southwest corner of the Alperin Enterprises, Inc., properties (now being Columbus Mobile Home Park, Inc.) as recorded in Book 83 at page 284, in the office of the Chancery Clerk of Madison County, being the point of beginning of the land herein described. Thence run northerly along the west line of said Alperin Enterprises, Inc., property a distance of 110.4 feet to a point; thence turn left through a deflection angle of 91 degrees 15 minutes and run westerly for 260 feet, more or less, to the east line of Ridgewood Road; turn thence to the left through a deflection angle of 88 degrees 45 minutes and run southerly along the east line of Ridgewood Road a distance of 110.4 feet to a point; thence turn to the left and run easterly for a distance of 260 feet, more or less to the point of beginning. Said land is a part of Lot 4, Block 30, Highland Colony

Subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi.

Commence at an iron pin marking the Southwest corner of the Alperin Enterprises, Inc. properties (now being Columbus Mobile Home Park, Inc.) as recorded in Book 83 at Page 284, in the office of the Chancery Clerk of Madison County, and from this point run thence northerly along the west line of said property for 110.4 feet to the point of beginning of the land herein described.

Parcel 3: Thence run northerly along the west line of the Alperin Enterprises, Inc., property for a distance of 75 feet to a point; thence turn left through a deflection angle of 91 degrees 15 minutes and run westerly for a distance of 278 feet, more or less, to the east line of Ridgewood Road; turn thence to the left through a deflection angle of 88 degrees 45 minutes and run southerly along the east line of Ridgewood Road for a distance of 75 feet to a point; thence turn to the left and run easterly for a distance of 278 feet, more or less, to the point of beginning. Said property is a part of Lot 4, Block 30 of Highland Colony Subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi.

Parcel 4: A parcel of land situated in the Southeast Quarter of Section 14, Township 7 North, Range 1 East, Madison County, Mississippi, and being described by metes and bounds, to-wit:

Commence at a point 566.04 feet East of and 1008.40 feet North of the Southeast corner of the Southwest Quarter of the abovementioned Southeast Quarter of Section 14, Township 7 North, Range 1 East, said point being on the West right-of-way line of a 60 foot private road; thence run Northerly along the said West right-of-way line for a distance of 455.5 feet to the POINT OF BEGINNING of the herein described property; thence leaving said West right-of-way line turn left 102 degrees 47 minutes and run Southwesterly 734.9 feet; thence turn right 119 degrees 43 minutes and run Northeasterly for a distance of 609.77 feet to a point on the South right-of-way line of the aforementioned 60 foot private road; thence turn right 69 degrees 20 minutes and run Easterly along said South right-of-way line for a distance of 406.75 feet to the Point of Curvature of a *curve* bearing to the right, having a delta angle of 73 degrees 50 minutes and a radius of 507.43 feet; thence leaving said South right-of-way line of the private 60 foot road turn right 72 degrees 29 minutes and run Southeasterly a chord distance of 365.33 feet to the Point of Tangency of said curve, said Point of Tangency being on the aforementioned West right of-way line of the private 60 foot road; thence turn right 21 degrees 15 minutes and run Southerly along the said West right-of-

way line for a distance of 106.61 feet to the POINT OF BEGINNING, containing 6.95 acres.

Parcel 5: A parcel of land situated in the Southeast Quarter of Section 14, Township 7 North, Range 1 East, Madison County, Mississippi, and being described by metes and bounds, to-wit:

Beginning at a point 566.04 feet East of and 1008.40 feet North of the Southeast corner of the Southwest Quarter of the abovementioned Southeast Quarter of Section 14, Township 7 North, Range 1 East, said point being on the West right-of-way line of a 60 foot private road; thence leaving said West right-of-way line run Westerly along a projection line of the North line of the John Moon property and also the said North line itself for a distance of 823.98 feet; thence leaving said North line turn right 110 degrees 40 minutes and run Northeasterly 362.3 feet; thence turn right 60 degrees 17 minutes and run Easterly 734.9 feet to a point on the aforementioned West right-of-way line of the private 60 foot road; thence turn right 102 degrees 47 minutes and run Southerly along said West right of-way line for a distance of 455.5 feet to the POINT OF BEGINNING, containing 6.95 acres.

SO RESOLVED by the Mayor and Board of Aldermen of the City of Ridgeland, Madison County, Mississippi, at a regular meeting held on ____ day of _____, 2019.

The motion for adoption was seconded by Alderman _____, and the foregoing Resolution having been first reduced to writing, was submitted to the Board of Aldermen for passage 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 carried and the Resolution adopted.

The foregoing Resolution is approved, this the _____ day of _____, 2019.

Gene F. McGee, Mayor of the City of
Ridgeland, Mississippi

Attest:

Paula Tierce, City Clerk

[S E A L]

BEFORE THE MAYOR AND BOARD OF ALDERMEN OF
THE CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI

**PETITION AND APPLICATION FOR
REZONING OF REAL PROPERTY**

(Official Form February 2014)

COMES NOW Storage Park Properties, LLC, (the "Petitioner") and respectfully petitions the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi, to rezone and reclassify certain real property as set forth in Section 600.10 of the City of Ridgeland Zoning Ordinance of February, 2014, as more specifically described in this Petition for that real property described in this Petition, and in support of this Petition would show as follows:

1. The name of the Petitioner is Storage Park Properties, LLC (hereinafter referred to as "Petitioner").
2. The Petitioner's mailing address is 40 Northtown Drive, Jackson, Mississippi 39211. and the Petitioner's attorney or

representative's mailing address is John Howard Shows, Shows Law Firm, 242 Market Street, Flowood, MS 39232.

3. The Petitioner's phone number is 601-977-0733 and the Petitioner's attorney's phone number is (if applicable) 601-664-0044.
4. The record title holder of the property is Attached in Exhibit "I", and a copy of the legal description is attached hereto as **Exhibit "A"**. Additionally, digital text version of the legal description shall be provided to the Zoning Administrator for use in advertising the public hearing.

5. If the Petitioner is not the owner of the property, the owner's address and phone number

is List of owners can be found in Exhibit "I"

6. A copy of the written authority of the owner's representative to act on behalf of the Owner is attached hereto as Exhibit "B", if applicable. Not Applicable.
7. The street address of the property: The subject property does not currently have a street address. However, it is located on the east side of Brame Rd for the final 850 feet of the road.

(and/or) Tax Parcel ID Number(s): The subject property consists of 9 parcels.
071G-25D-001/00.00, 071G-25D-002/00.00, 071G-25D-004/00.00, 071G-25D-007/00.00,
071G-25D-008/00.00, 071G-25D-009/00.00, 071G-25D-010/00.00, 071G-25D-013/00.00,
071G-25D-014/00.00, and part of 071G-25D-006/00.00.

The property is also described as Lots 1, 2, 3, 4, 5, 6, 14, 13, 12 and 11 of Brame Addition, Block A, as shown on the plat filed in Plat Book 3 at page 16 in the Chancery Land Records of Madison County, Mississippi.

8. A survey or copy of a plat or map of the property certified by a licensed land surveyor is attached as Exhibit "C".
9. A vicinity map or plat depicting an area of at least 300' surrounding the subject property in all directions is attached to this Petition as Exhibit "D". The vicinity map includes the current zoning classification of all lands within 160' of the subject property.
10. A list of the names and addresses of all owners of property within 160 feet of the subject property, excluding road rights-of-way, according to the most recent county tax roll is attached as Exhibit "E".
11. The property is presently zoned General Commercial District (C-2), according to the official zoning map of Ridgeland, Mississippi.
12. Petitioner requests that the subject land be rezoned and reclassified to the following use district classification:

Technical Industrial Park District (TIP).

13. Petitioner intends to use the subject property for the following purpose(s) in accord with requested classification: **A mixture of commercial uses, to include a Class-A Multi-Story Climate Controlled Self-Storage Facility, as well as, potential office warehouse, retail showroom, general office and general retail.**
14. A site plan for development of the property attached as Exhibit "F".
15. The present use of the subject property is: **Residential. The current use is grandfathered in from its historical use as residential. The current zoning is C-2.**
16. Rezoning and reclassification of the property is requested for the following reason(s):
 - A. The City of Ridgeland voted on May 21, 2019 to adopt an amendment to the City's Future Land Use Plan which amendment updated the future land use to Technical Industrial Park District (TIP).
 - B. The requested zoning change from C-2 (commercial) to a Technical Industrial Park District (TIP) conforms to the City's Future Land Use Plan as amended, for this particular area of the City of Ridgeland.
 - C. The use proposed herein conforms to several of the stated goals of the City's Comprehensive Plan (see Cultural and Aesthetic Goals, Commercial Goals, Industrial Goals and Transportation Goals – Policies 8, 29, 29.5, 35, 36, 37, 42, 48 50, and 51.4.)
 - D. Petitioner intends to extend New Point Drive to connect to Brame Road which lies adjacent to the property being rezoned. This new road is in conformity with the City's Future Transportation Plan. New Point Drive, as presently constructed, intersects with Lake Harbour Drive Extension.
17. Petitioner files herewith ten (10) legible copies of this Petition and all exhibits attached hereto.
18. Petitioner acknowledges the Petitioner must give at least fifteen (15) days' notice, to all property owners owning property within 160' of the subject property by certified mail, return receipt requested, of the request set forth in this petition and of the date, time and place of the public hearing to be held on Petitioner's request for rezoning. Except as otherwise determined, all certified mail receipts and any certified mail return receipts shall be submitted prior to the Public Hearing.
19. Petitioner acknowledges that Petitioner has received a copy of the Procedural Rules of the City of Ridgeland Zoning Board, has read the same and fully understands the requirements, rights and duties set forth therein.
20. Petitioner acknowledges that, as a condition to obtaining favorable consideration of its Petition, Petitioner will be required to provide answers to the following questions, and to provide that the following situations exist in regard to the property described herein.
 - a. The character of the neighborhood, in which the property described herein is located has changed so that the reclassification of the property to another use district would be appropriate:

A. The City of Ridgeland voted on May 21, 2019 to adopt an amendment to the City's Future Land Use Plan which updated the future land use to Technical Industrial Park District (TIP).

a. Therefore, the "neighborhood" has been defined only as any area that had a future land use designation changed on the Future Land Use Plan South of Lake Harbour Dr Extension and Highland Colony Parkway.

B. The redevelopment of the interchange of Interstate's 55 & 220 have added significant traffic to the intersection of which this development is adjacent to. The traffic at this intersection has increased 17.8% since the zoning was established.

b. A public need for the rezoning exists. State why additional property is needed within the requested zoning classification within the City of Ridgeland:

A. There is a public need in this area of the City of Ridgeland for additional self-storage facilities for consumer, both individuals and businesses. Petitioner's market studies reflect that there is a high demand for climate-controlled self-storage facilities and that this location proposed by Petitioner is well suited for this use. There is currently only one storage facility within the City of Ridgeland West of I-55 that totals 34,500 square feet. This facility has a small amount of climate controlled storage and has one climate controlled storage unit available. The city's comprehensive plan states under Policy 29, new business establishments will be located in areas in close proximity to their service population.

B. There is a public need for office warehouse and office showroom space within the city of Ridgeland and this area. There are desirable upscale businesses that have a need to locate near Interstate 55 which is shown by the industrial park adjacent to I-55 being fully developed. These uses prefer an office warehouse classified building which is currently not permitted in the C-2 zoning. The amended Future Land Use plan was updated to allow for more light industrial uses in this area, which this will conform to.

C. There is a public need for the proposed arterial street to be built through the subject property in accordance with the City of Ridgeland's update Future Transportation Plan. A portion of this road will be built by the petitioner and dedicated to the city.

D. The rezoning and development of this property would result in substantially more ad-valorem taxes. The supreme court has set a precedent that increased ad valorem taxes can constitute a public need for the municipality.

21. Petitioner acknowledges that at the public hearing to be held on this petition, Petitioner will have the burden of proof to provide testimony and documents to prove the facts necessary to demonstrate a mistake was made, or change in the character and nature of the neighborhood has occurred; and that there is a public need for the rezoning of the property.

22. The required \$150.00 filing fee has been paid with the filing of this Petition.

Respectfully submitted,

Storage Park Properties, LLC

By: 
Petitioner

8-22-19
Date

Exhibit A
Deed and Legal Description

BARNES SURVEYING, LLC
ROBERT M. BARNES
LAND SURVEYOR



2 OLD RIVER PLACE, SUITE K
JACKSON, MISSISSIPPI 39202
VOICE (601) 353-7878
FAX (601) 353-7805

LEGAL DESCRIPTION

A parcel of land being situated in the Southeast 1/4 of Section 25, Township 7 North, Range 1 East, City of Ridgeland, Madison County, Mississippi and being a part of Block A of Brame's Addition as recorded in Plat Book 3 at Page 16 of the Chancery Records of Madison County, at Canton, Mississippi, and being more particularly described by metes and bounds as follows, to wit:

Commence at a 1/2" iron pin found at the southwest corner of Lot 1, Block A of Brame's Addition, Part 3 and run thence South 88° 33' 25" East for a distance of 9.28 feet along the southern line of the said Block A of Brame's Addition, Part 3 to a cotton picker spindle found; thence South 00° 13' 48" East for a distance of 50.02 feet to the northern line of Block B of Brame's Addition, Part 3 and the northwest corner of that certain parcel of land as described in Book 3571 at Page 546 of the aforesaid Chancery Records to a 1/2" iron pin found; thence South 88° 33' 25" East for a distance of 765.26 feet along the said northern line of the said Block B and Block C of Brame's Addition, Part 3 to a 1/2" iron pin found at the western right of way line of Interstate Highway No. 55; thence South 19° 22' 21" West for a distance of 387.45 feet along the said western right of way line to the southeast corner of that certain parcel of land as described in Book 520 at Page 881 of the aforesaid Chancery Records to a 1/2" iron pin found; thence continue South 19° 22' 21" West for a distance of 395.26 feet along the said western right of way line to a 1/2" iron pin found which marks the **POINT OF BEGINNING** for the parcel herein described; thence continue South 19° 22' 21" West for a distance of 410.06 feet along the said western right of way line to a point; thence South 29° 00' 00" West for a distance of 89.87 feet along the northwestern right of way line of an interstate ramp to a 5/8" iron pin found; thence continue South 29° 00' 00" West for a distance of 224.54 feet along the said northwestern right of way line to a point; thence run 243.60 feet along the arc of a 1,357.39 foot

radius curve to the right along the said northwestern right of way line of an interstate ramp, said arc having a 243.27 foot chord which bears South 45° 51' 45" West to a point on the southern line of Lot 1 of the said Block A of Brame's Addition; thence leave said northwestern right of way line of an interstate ramp and run thence North 88° 33' 25" West for a distance of 25.26 feet along the said southern line of Lot 1 to the southwest corner thereof; thence North 00° 13' 48" West for a distance of 843.00 feet along the western lines of Lots 1 through 6 of the said Block A, Brame's Addition to the northwest corner of the said Lot 6 to a 1/2" iron pin found; thence South 88° 33' 25" East for a distance of 310.30 feet along the northern line of the said Lot 6 to a 1/2" iron pin found at the northwest corner of Lot 14 of the said Block A of Brame's Addition; thence continue South 88° 33' 25" East for a distance of 181.53 feet along the northern line of the said Lot 14 to the **POINT OF BEGINNING**, containing 6.0347 acres (262,872 square feet), more or less.

Exhibit B
Letter of Authorization

Storage Park Properties, LLC, which is owned 100% by Robert L. Lloyd, has an executed contract to purchase 9 of the parcels for this rezoning and conditional use request. The other parcel which is partially included in this rezoning request is owned by Robert L. Lloyd. Our executed purchase contract states in Section 6.A, "Seller agrees to participate in a rezoning request with the City of Ridgeland for a change in zoning and for a conditional use for a self-storage facility. Purchaser will jointly participate with Seller in the rezoning request." This statement in our contract, which is signed by all 9 sellers, will constitute as our "Letter of Authorization."

6. PROPOSED USE OF THE PROPERTY AND REZONING:

- A. Seller acknowledges that Purchaser's proposed use of the Property is for a self-storage facility. Seller also acknowledges that the Property's present zoning is C-2 and that a self-storage facility will require a C-4 or TIP zoning classification with a conditional use for a self-storage facility.

Seller Signatures

Executed by Seller on 9/12/18
Date:
By: Ada Banks
Ada Banks

Executed by Seller on 9/12/18
Date:
By: Laureen Banks
Laureen Banks

Executed by Seller on 9/12/18
Date:
By: Callie Mae Brown
Callie Mae Brown

Executed by Seller on 9/12/18
Date:
By: as power of ATTORNEY
Mattie Morris

Executed by Seller on 9/12/18
Date:
By: Allah Mac Houston Banks
Allah Mac Houston

Executed by Seller on 9-19-18
Date:
By: Ed Collier
Ed Collier

Executed by Seller on 9/12/18
Date:
By: Cenith P Washington
Cenith P Washington

Exhibit B
Letter of Authorization



July 9, 2019

ATTN: Jerry Mills – Ridgeland City Attorney
City of Ridgeland
304 US-51
Ridgeland, MS 39157

RE: Rezoning and Conditional Use Representation

I, Robert L. Lloyd, hereby consent for John Shows of Shows Law Firm to represent myself and my companies in the request for Rezoning and Conditional Use hearing in the City of Ridgeland.

Sincerely,



Robert L. Lloyd

40 Northtown Drive, Jackson, MS 39211 Phone: 601-977-0733
www.stomax.com

Exhibit C

Survey

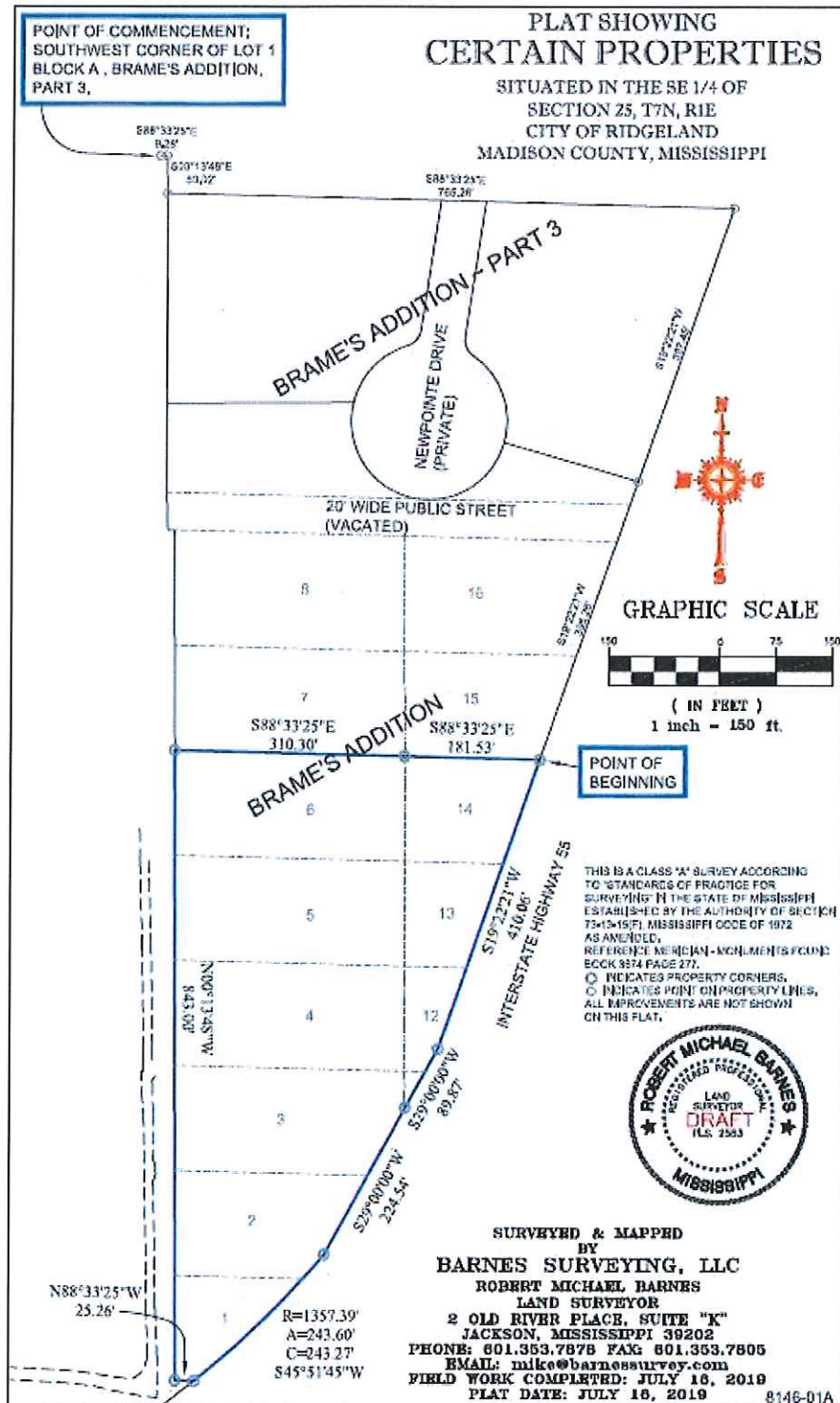
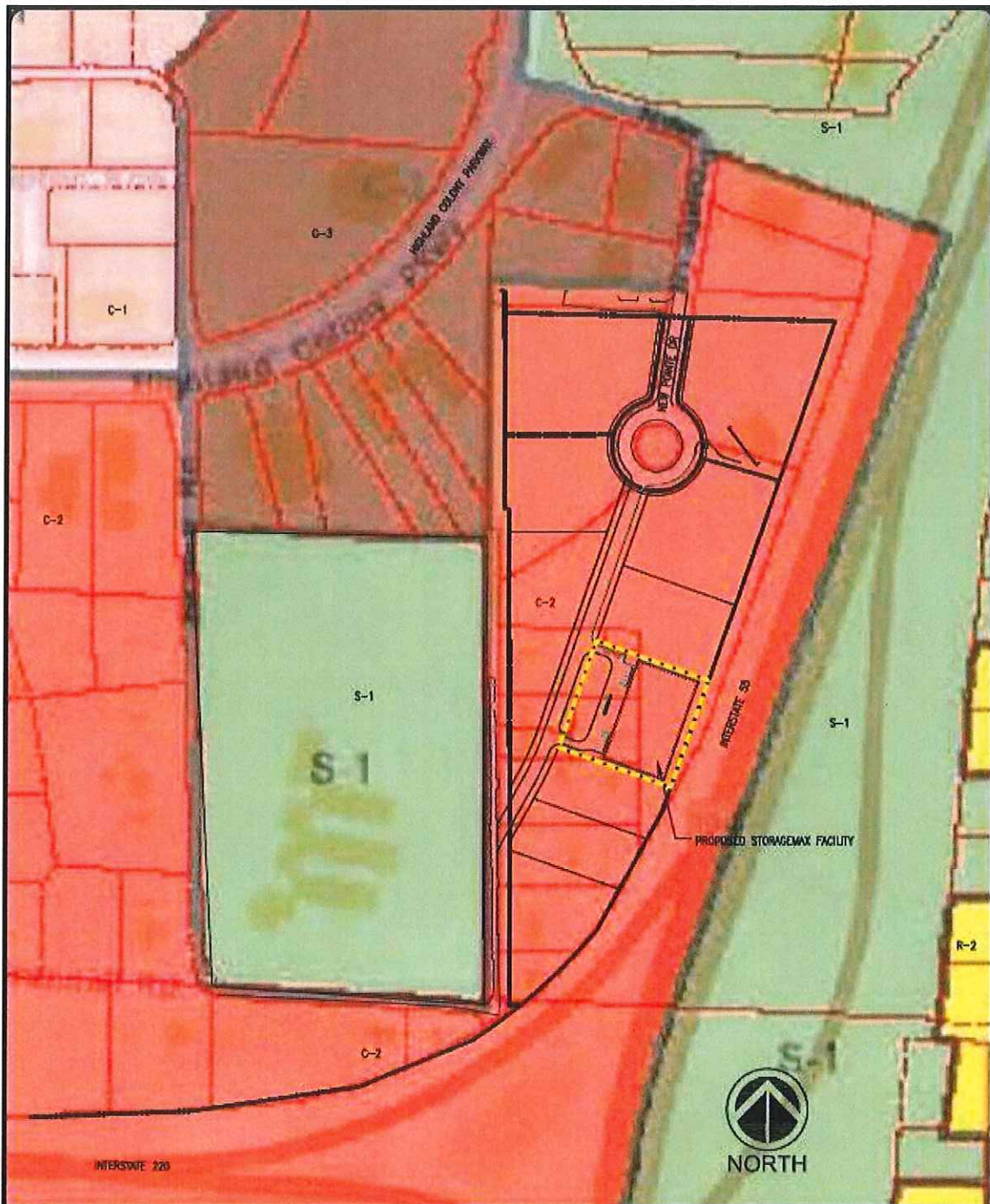


Exhibit D **Area and Zoning Aerial Map**



Pickering

Pickering Firm, Inc.
 Facility Design • Civil Engineering • Surveying •
 Transportation • Natural / Water Resources
 2001 Airport Road, Suite 201
 Hattiesburg, MS 39401
 601.398.3653

**StorageMax
 Ridgeland, MS
 Exhibit "D"**

SCALE
 1"=300'

DATE
 8-5-19

PROJECT #
 2565900

Exhibit E
Property Owners within 160'

<u>Parcel</u>	<u>Owner</u>	<u>Address</u>
071G36A-003/00.00	State of MS Highway Commission	
071G-25C-004/02.00	Madison County School District	117 4 th St Flora, MS 39071
071G-36B-039/00.00	Rosie Williams -Life Est-	John Henry Williams (maybe 470 Brame Rd) Ridgeland, MS 39157
071G-25D-053/00.00	Suman K Das	1320 Fountains Dr Jackson, MS 39211
071G-36A-042/02.00		
071G-36A-041/00.00		
071G-25D-059/00.00		
071G-25D-061/00.00		
071G-25D-067/00.00		
071G-25D-070/00.00		
071G-25D-073/00.00	City of Ridgeland	PO Box 217 Ridgeland, MS 39158
071G-36A-042/03.00	Willie Ann Michael	331 Graves St Ridgeland, MS 39157
071G-25D-057/00.00	Billy & Pearl Holloway Est	4308 Will-O-Run Dr Jackson, MS 39212
071G-25D-064/00.00		
071G-25D-068/00.00	George S Smith	1519 Jones Ave Jackson, MS 39204
071G-25D-063/00.00	Aaron Honeysucker & Et al	PO Box 3526 Jackson, MS 39207
<u>Jackson Parcels</u>		
071G-36B-019/00.00	Richmond Grove Baptist Church	6804 Richmond Rd
071G-36B-018/00.00	Greater Richmond Grove MB Church	PO Box 457 Tougaloo, MS 39174
071G-36A-002/00.00	George Albert Wilkerson	5546 Meadow Oaks Parks Dr Jackson, MS 39211

Exhibit F

Site Plan

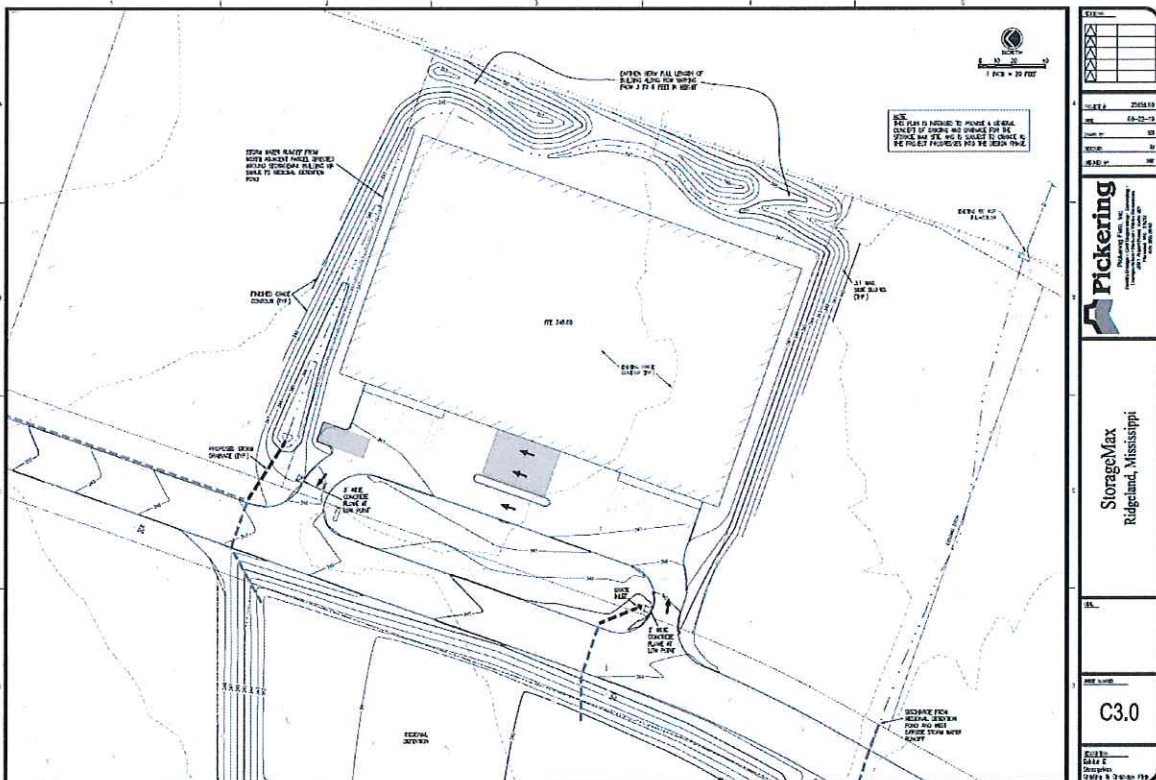
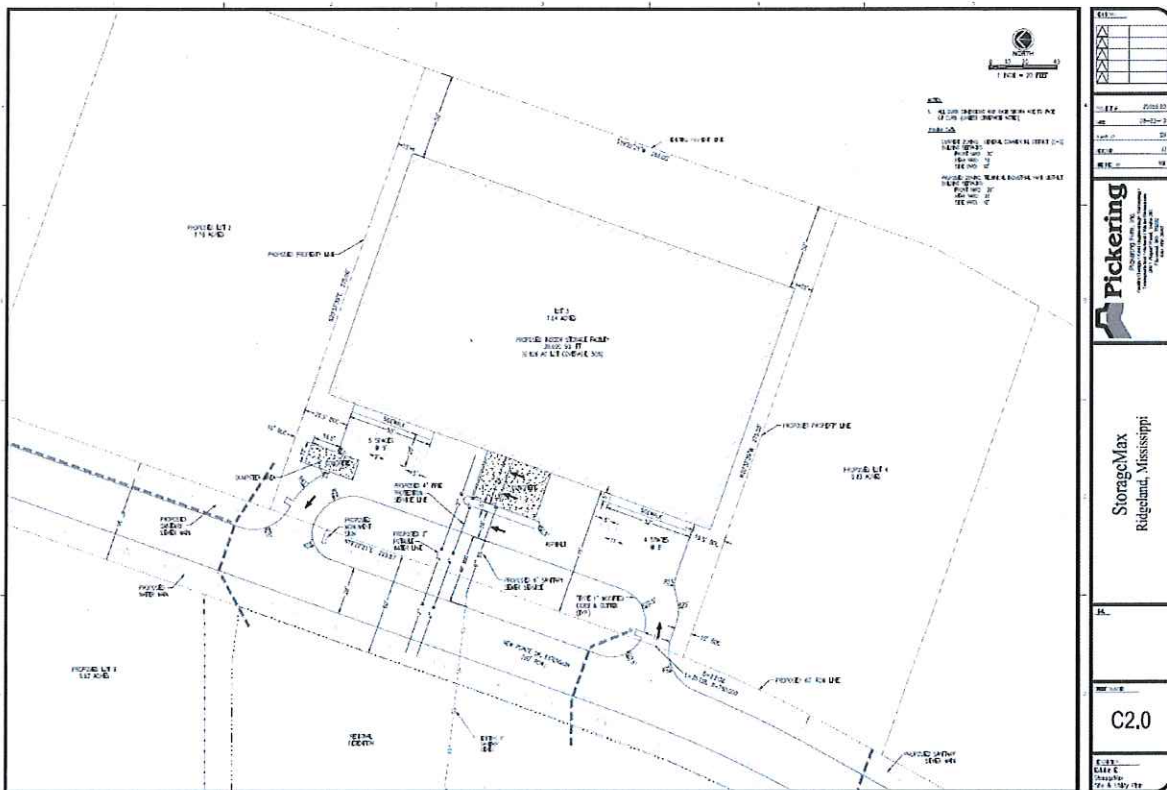


Exhibit G

Elevations



Exhibit H
Conceptual Master Plan



Exhibit I
Record Title Holders of Subject Property

<u>Parcel</u>	<u>Owner</u>	<u>Address</u>
071G-25D-006/00.00	Storage Park Properties, LLC	40 Northtown Dr Jackson, MS 39211
071G-25D-001/00.00 071G-25D-002/00.00	Ada Banks	381 Brame Rd Ridgeland, MS 39157
071G-25D-004/00.00 071G-25D-007/00.00 071G-25D-008/00.00	Laureen Banks	389 Brame Rd Ridgeland, MS 39157
071G-25D-009/00.00	Mattie Morris & Callie Mae Brown	391 Brame Rd Ridgeland, MS 39157
071G-25D-010/00.00	Ella Ree Houston Banks & Et al	388 Brame Rd Ridgeland, MS 39157
071G-25D-013/00.00	Ed Collier	Rosella Smith Mineral Springs, AR 71851
071G-25D-014/00.00	Cenith P Washington	960-B Glastonbury Cir Ridgeland, MS 39157

Mills, Scanlon, Dye & Pittman

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

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

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

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

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

October 8, 2019

Mayor Gene McGee
Alderman Ken Heard
Alderman Chuck Gautier
Alderman Kevin Holder
Alderman Brian Ramsey
Alderman Bill Lee
Alderman Wesley Hamlin
Alderman D. I. Smith
Post Office Box 217
Ridgeland, MS 39158

RE: Zoning Report for October 3, 2019

Dear Mayor and Board:

We report on the Zoning Board meeting of October 3, 2019. Enclosed for your consideration, please find the following:

1. Minutes of the October 3, 2019, Zoning Board meeting;
2. Ordinance Approving the Petition and Application for Conditional Use Permit for Eduardo Moreno;
3. Resolution Denying the Petition and Application for Conditional Use Permit for Eduardo Moreno;
4. Ordinance Approving the Petition and Application for Conditional Use Permit for Colin Campbell;
5. Resolution Denying the Petition and Application for Conditional Use Permit for Colin Campbell;
6. Ordinance Approving the Petition and Application to Rezone Real Property for Storage Park Properties, LLC;
7. Resolution Denying the Petition and Application to Rezone Real Property for Storage Park Properties, LLC;
8. Ordinance Approving the Petition and Application for Conditional Use Permit for Storage Park Properties, LLC; and,

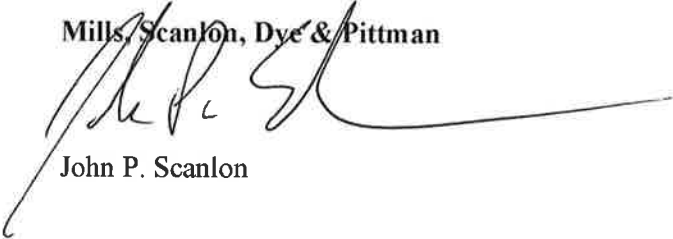
Mayor Gene McGee and
Board of Aldermen of the
City of Ridgeland, MS
October 8, 2019
Page 2

9. Resolution Denying the Petition and Application for Conditional Use Permit for Storage Park Properties, LLC.

If you have any questions or require additional information, please do not hesitate to call us.

Sincerely,

Mills, Scanlon, Dye & Pittman



John P. Scanlon

JPS/mmh
Enclosure(s)

cc: Zoning Board Members

**MINUTES OF THE MEETING
OF THE ZONING BOARD
OF THE CITY OF RIDGELAND, MISSISSIPPI**

A meeting of the Zoning Board of the City of Ridgeland, Mississippi (the "Board") was duly called, held and conducted on Thursday, October 3, 2019, at 6:00 o'clock p.m. in the Ridgeland City Hall in the City of Ridgeland, Madison County, Mississippi.

The following members were present, to-wit:

Larry Miller
Tracy Bailey
Bernie Giessner
Drew Malone
Michelle Caballero
Walter Cox
Judy Rice
Jim Collette

Absent:

None

Also present:

John P. Scanlon, Attorney
Jordan Lohman, City of Ridgeland

* * * * *

Chairman Bernie Giessner called the meeting to order. Roll was called and it was announced that a majority of the voting members of the Board were present and that said number constituted a quorum to conduct business.

Chairman Bernie Giessner led the Pledge of Allegiance and the meeting was opened with prayer.

All members of the Board acknowledged receipt of the agenda and the agenda was as follows:

1. Call to Order/Invocation.

2. Adoption of Minutes.

3. Public Hearing for Petition and Application for Conditional Use Permit for Eduardo Moreno - *Petitioner*

Property Address/Description:

646 Ridgewood Road, Ridgeland, MS 39157

Tax Parcel No.:

072I-31B-017/00.00

(September 5, 2019; Tabled to September 19, 2019; Tabled to October 3, 2019)

4. Public Hearing for Petition and Application for Conditional Use Permit for Colin Campbell - *Petitioner*

Property Address/Description:

6510 Old Canton Road, Ridgeland, MS 39157

Tax Parcel No.:

072I-32D-009/00.00

(September 5, 2019; Tabled to September 19, 2019; Tabled to October 3, 2019)

5. Public Hearing for Petition and Application for Rezoning of Real Property for Storage Park Properties, LLC - *Petitioner*

Property Address/Description:

East side of Brame Road for the final 850 feet of the road in Brame's Addition, Block A

Tax Parcel No.:

071G-25D-001/00.00, 071G-25D-002/00.00, 071G-25D-004/00.00, 071G-25D-007/00.00, 071G-25D-008/00.00, 071G-25D-009/00.00, 071G-25D-010/00.00, 071G-25D-013/00.00, 071G-25D-014/00.00, and part of 071G-25D-006/00.00.

(September 19, 2019; Tabled to October 3, 2019)

6. Public Hearing for Petition and Application for Conditional Use Permit for Storage Park Properties, LLC - *Petitioner*

Property Address/Description:

East side of Brame Road for the final 850 feet of the road in Brame's Addition, Block A

Tax Parcel No.:

071G-25D-001/00.00, 071G-25D-002/00.00, 071G-25D-004/00.00, 071G-25D-007/00.00, 071G-25D-008/00.00, 071G-25D-009/00.00, 071G-25D-010/00.00, 071G-25D-013/00.00, 071G-25D-014/00.00, and part of 071G-25D-006/00.00.

(September 19, 2019; Tabled to October 3, 2019)

7. Old Business/New Business.

8. Adjourn

The Board considered the Minutes of the September 5, 2019 and September 19, 2019 meetings. Mr. Cox moved to approve the minutes as written. The motion was seconded by Mr. Malone and approved unanimously.

**Public Hearing for Petition and Application for
Conditional Use Permit for Eduardo Moreno**

Chairman Bernie Giessner opened the Public Hearing on the Petition and Application for Conditional Use Permit for Eduardo Moreno for property located at 646 Ridgewood Road in Ridgeland. The subject property is presently zoned C-4. Petitioner appeared and spoke on behalf of the Petition confirming notice was sent. Petitioner addressed the Zoning Board and stated that he intends to use the property to operate an auto repair and painting business on the C-4 zoned property. Mr. Malone questioned Petitioner regarding painting because of environmental concerns. Petitioner's response to the question posed by Drew Malone was that the Petitioner had decided against offering painting services.

Opposition was given an opportunity to respond, but there was no opposition present.

Chairman Bernie Giessner closed the Public Hearing and called for a vote on the Petition. On motion by Mr. Malone and seconded by Mr. Miller, the Board voted unanimously to recommend to the Mayor and Board of Aldermen that they approve a conditional use for Petitioner to operate an auto repair only business on the subject property within the C-4 zoning district and that no painting would be allowed on the subject property, because of environmental concerns.

**Public Hearing for Petition and Application for
Conditional Use Permit for Colin Campbell**

Chairman Bernie Giessner opened the Public Hearing on the Petition and Application for Conditional Use Permit for Colin Campbell for property located at 6510 Old Canton Road in Ridgeland. The subject property is presently zoned C-2A. Daniel Wooldridge and Dr. Resia Thompson appeared and spoke on behalf of the Petitioner confirming notice was sent. Mr. Wooldridge and Dr. Thompson addressed the Zoning Board and spoke regarding Petitioner's request to operate a church in a shopping center which is in a C-2A zoning district and answered questions posed by the Zoning Board members regarding the supplemental letter concerning non-contestation.

Opposition was given an opportunity to respond, but there was no opposition present.

Chairman Bernie Giessner closed the Public Hearing and called for a vote on the Petition. On motion by Mr. Bailey and seconded by Mr. Collette, the Board voted unanimously to recommend to the Mayor and Board of Aldermen that they approve a conditional use for Petitioner to operate a church in the shopping center on the subject property in the C-2A zoning district with the condition that should any tenant, future or existing, in this shopping center be disallowed an ABC permit, the conditional use permit would be revoked.

**Public Hearing for Petition and Application for
Rezoning Real Property for Storage Park Properties, LLC**

Chairman Bernie Giessner opened the Public Hearing on the Petition and Application for rezoning of real property for Storage Park Properties, LLC for property located on the east side of Brame Road for the final 850 feet of the road in Brame's Addition, Block A in Ridgeland. The subject property is presently zoned C-2. Bob Lloyd appeared and spoke on behalf of the Petitioner along with attorney Rick Eisenberger of the Shows Law Firm confirming notice was sent. Petitioner addressed the Zoning Board and spoke regarding Petitioner's request to rezone the subject property from its current C-2 classification to a Technical Industrial Park District (TIP) to allow a mixture of commercial uses, to include Class A multi-story climate controlled self-storage facility, as well as, potential office warehouse, retail showroom, general office and general retail on the subject property. Petitioners responded to Zoning Board members questions regarding the change in the character of the neighborhood.

Vennell Lewis, real estate broker, appeared and spoke on behalf of certain landowners in support of the petition.

Opposition was given an opportunity to respond, but there was no opposition present.

Chairman Bernie Giessner closed the Public Hearing and called for a vote on the Petition. On motion by Ms. Rice and seconded by Mr. Cox, the Board voted unanimously to recommend to the Mayor and Board of Aldermen that they approve the requested rezoning to TIP to allow a

mixture of commercial uses, potential office warehouse, retail showroom, general office and general retail on the subject property.

**Public Hearing for Petition and Application for
Conditional Use Permit for Storage Park Properties, LLC**

Chairman Bernie Giessner opened the Public Hearing on the Petition and Application for Conditional Use Permit for Storage Park Properties, LLC for property located on the east side of Brame Road for the final 850 feet of the road in Brame's Addition, Block A in Ridgeland. The subject property is presently zoned C-2 and is the same property considered in the previous agenda item for a rezoning recommendation to the Board of Aldermen. Bob Lloyd appeared and spoke on behalf of the Petitioner along with attorney Rick Eisenberger of the Shows Law Firm confirming notice was sent. Petitioner addressed the Zoning Board and spoke regarding Petitioner's request to operate a Class A multi-story climate controlled self-storage facility in the TIP zoning district. Petitioner made a request to append to the minutes the reasons given why the requirements for a conditional use in the Zoning Ordinance are met (See Exhibit "A").

Opposition was given an opportunity to respond, but there was no opposition present.

Chairman Bernie Giessner closed the Public Hearing and called for a vote on the Petition. On motion by Ms. Caballero and seconded by Ms. Rice, the Board voted unanimously to recommend to the Mayor and Board of Aldermen that they approve a conditional use for Petitioner to operate a Class A multi-story climate controlled self-storage facility in the TIP zoning district on the subject property, conditioned upon the grant of the rezoning in the previous agenda item by the Board of Aldermen.

OLD BUSINESS

None.

NEW BUSINESS

None.

There was no further business to be presented.

ADJOURNMENT

Mr. Miller moved that the meeting be adjourned. The motion was seconded by Mr. Malone and approved unanimously.

WITNESS OUR HANDS, this the _____ day of _____, 2019.

BERNIE GIESSNER, Chairman

MICHELLE CABALLERO, Vice Chairman/Secretary

ORDINANCE OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI AMENDING THE OFFICIAL ZONING ORDINANCE AND MAP OF THE CITY OF RIDGELAND, MISSISSIPPI TO REZONE REAL PROPERTY LOCATED AT EAST SIDE OF BRAME ROAD FOR THE FINAL 850 FEET OF THE ROAD IN BRAME'S ADDITION, TAX PARCEL NOS. 071G-25D-001/00.00, 071G-25D-002/00.00, 071G-25D-004/00.00, 071G-25D-007/00.00, 071G-25D-008/00.00, 071G-25D-009/00.00, 071G-25D-010/00.00, 071G-25D-013/00.00, 071G-25D-014/00.00, and part of 071G-25D-006/00.00 IN THE CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI, BY CHANGING THE USE DISTRICT CLASSIFICATION FROM (C-2) TO (TIP)

WHEREAS, Storage Park Properties, LLC (the "Petitioner") did file a Petition to rezone certain property described herein from its present (C-2) Classification to (TIP) Classification (the "Petition"); and,

WHEREAS, the Mayor and Board of Aldermen referred the Petition to the Zoning Board of the City of Ridgeland (the "Zoning Board"), which Board scheduled a hearing on said Petition for September 19, 2019, at 6:00 o'clock p.m.; said hearing was Tabled to the next regular scheduled meeting of the Zoning Board on October 3, 2019, at 6:00 o'clock p.m.; and,

WHEREAS, the Zoning Board did cause notice of the September 19, 2019, hearing to be published in the Madison County Journal, a newspaper published in the City of Ridgeland, Madison County, Mississippi, in the manner and for the time required by law, and the Zoning Administrator did post notice of same upon the affected property in the manner and for the time required by law; and,

WHEREAS, the Petitioner did provide evidence that the Petitioner had mailed notice of hearing to adjoining property owners; and,

WHEREAS, the Zoning Board did conduct a full and complete hearing on the Petition at the October 3, 2019 meeting, and at said hearing the said Zoning Board received comments and heard

evidence presented by the Petitioner and all others who appeared at said hearing and thereafter recommended that the Petition be granted; and,

WHEREAS, the Mayor and Board of Aldermen are familiar with the property and existing land uses within the City of Ridgeland and in the area of the City where the property is located, and in acting on the Ordinance, have duly considered the matters and facts within their personal knowledge as same affect the land uses requested in the Petition filed herein; and,

WHEREAS, the matter was presented to the Mayor and Board of Aldermen along with the recommendation of the Zoning Board, and after discussion thereof, Alderman _____ offered the following Ordinance and moved that it be adopted, to-wit:

NOW, THEREFORE, be it ordained by the Mayor and Board of Aldermen of the City of Ridgeland, Madison County, Mississippi as follows, to-wit:

SECTION 1. That the matters and facts stated in the preamble hereof are found, determined and adjudicated to be true and correct.

SECTION 2. That it is hereby found and determined that the conditions precedent to the granting of a Petition to amend the City of Ridgeland Official Zoning Map as required by Section 600.10C of the City of Ridgeland Zoning Regulations Ordinance of February 4, 2014, exist and have been satisfied in regard to the granting of the Petition, and specifically, the Mayor and Board of Aldermen do hereby find and determine that the character of the neighborhood where the property is located has changed to such an extent as to justify the reclassification of the property, and that there is a public need for the rezoning and the land use requested in the Petition.

SECTION 3. That the Use District Classification of the following described property be, and same is hereby changed from its present (C-2) Classification to (TIP) Classification as to the following described property (the "property"), to-wit:

A parcel of land being situated in the Southeast 1/4 of Section 25, Township 7 North, Range 1 East, City of Ridgeland, Madison County, Mississippi and being a part of Block A of Brame's Addition as recorded in Plat Book 3 at Page 16 of the Chancery Records of Madison County, at Canton, Mississippi, and being more particularly described by metes and bounds as follows, to wit:

Commence at a 1/2" iron pin found at the southwest corner of Lot 1, Block A of Brame's Addition, Part 3 and run thence South 88° 33' 25" East for a distance of 9.28 feet along the southern line of the said Block A of Brame's Addition, Part 3 to a cotton picker spindle found; thence South 00° 13' 48" East for a distance of 50.02 feet to the northern line of Block B of Brame's Addition, Part 3 and the northwest corner of that certain parcel of land as described in Book 3571 at Page 546 of the aforesaid Chancery Records to a 1/2" iron pin found; thence South 88° 33' 25" East for a distance of 765.26 feet along the said northern line of the said Block B and Block C of Brame's Addition, Part 3 to a 1/2" iron pin found at the western right of way line of Interstate Highway No. 55; thence South 19° 22' 21" West for a distance of 387.45 feet along the said western right of way line to the southeast corner of that certain parcel of land as described in Book 520 at Page 881 of the aforesaid Chancery Records to a 1/2" iron pin found; thence continue South 19° 22' 21" West for a distance of 395.26 feet along the said western right of way line to a 1/2" iron pin found which marks the **POINT OF BEGINNING** for the parcel herein described; thence continue South 19° 22' 21" West for a distance of 410.06 feet along the said western right of way line to a point; thence South 29° 00' 00" West for a distance of 89.87 feet along the northwestern right of way line of an interstate ramp to a 5/8" iron pin found; thence continue South 29° 00' 00" West for a distance of 224.54 feet along the said northwestern right of way line to a point; thence run 243.60 feet along the arc of a 1,357.39 foot radius curve to the right along the said northwestern right of way line of an interstate ramp, said arc having a 243.27 foot chord which bears South 45° 51' 45" West to a point on the southern line of Lot 1 of the said Block A of Brame's Addition; thence leave said northwestern right of way line of an interstate ramp and run thence North 88° 33' 25" West for a distance of 25.26 feet along the said southern line of Lot 1 to the southwest corner thereof; thence North 00° 13' 48" West for a distance of 843.00 feet along the western lines of Lots 1 through 6 of the said Block A, Brame's Addition to the northwest corner of the said Lot 6 to a 1/2" iron pin found; thence South 88° 33' 25" East for a distance of 310.30 feet along the northern line of the said Lot 6 to a 1/2" iron pin found at the northwest corner of Lot 14 of the said Block A of Brame's Addition; thence continue South 88° 33' 25" East for a distance of 181.53 feet along the northern line of the said Lot 14 to the **POINT OF BEGINNING**, containing 6.0347 acres (262,872 square feet), more or less.

The reference meridian for the above description is based on monuments found in Book 3674 at Page 277.

SECTION 4. That the City of Ridgeland Zoning Regulations Ordinance of February 4, 2014, and the Official Zoning Map be, and same are hereby amended to effectuate this change in zoning classification.

SECTION 5. This ordinance shall be effective thirty (30) days after its passage and after publication of same as required in §21-13-11 Mississippi Code of 1972.

ORDAINED, ADOPTED AND APPROVED by the Mayor and Board of Aldermen of the City of Ridgeland, Madison County, Mississippi at a regular meeting thereof held on the ____ day of _____, 2019.

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

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 that the Ordinance was adopted.

The foregoing Ordinance is approved, this the _____ day of _____, 2019.

Gene F. McGee, Mayor of the
City of Ridgeland, Mississippi

ATTEST:

Paula Tierce, City Clerk
[S E A L]

**RESOLUTION DENYING PETITION TO AMEND THE CITY OF RIDGELAND,
MADISON COUNTY, MISSISSIPPI OFFICIAL ZONING ORDINANCE AND
MAP TO REZONE REAL PROPERTY LOCATED AT EAST SIDE OF BRAME ROAD
FOR THE FINAL 850 FEET OF THE ROAD IN BRAME'S ADDITION, TAX PARCEL
NOS. 071G-25D-001/00.00, 071G-25D-002/00.00, 071G-25D-004/00.00, 071G-25D-
007/00.00, 071G-25D-008/00.00, 071G-25D-009/00.00, 071G-25D-010/00.00, 071G-25D-
013/00.00, 071G-25D-014/00.00, and part of 071G-25D-006/00.00 IN THE CITY OF
RIDGELAND, MADISON COUNTY, MISSISSIPPI, BY CHANGING THE USE
DISTRICT CLASSIFICATION FROM (C-2) TO (TIP)**

WHEREAS, Storage Park Properties, LLC (the "Petitioner") did file a Petition to rezone certain property described herein from its present (C-2) Classification to (TIP) Classification (the "Petition"); and,

WHEREAS, the Mayor and Board of Aldermen referred the Petition to the Zoning Board of the City of Ridgeland (the "Zoning Board"), which Board scheduled a hearing on said Petition for September 19, 2019, at 6:00 o'clock p.m.; said hearing was Tabled to the next regular scheduled meeting of the Zoning Board on October 3, 2019, at 6:00 o'clock p.m and did thereafter forward its recommendation thereon to the Mayor and Board of Aldermen; and,

WHEREAS, the Mayor and Board of Aldermen are familiar with the property and existing land uses within the City of Ridgeland and in the area of the city where the property is located, and in acting on this Resolution, have duly considered the matters and facts within their personal knowledge as same affect the land uses requested in the Petition filed herein; and,

WHEREAS, at the conclusion of the discussion of the Zoning Board's recommendation, the Mayor asked whether the Board of Aldermen desired to take any action regarding the Petition and the recommendation of the Zoning Board, and after discussion thereof, Alderman , offered the following Resolution and moved that it be adopted, to-wit:

IT IS, THEREFORE, RESOLVED by the Mayor and Board of Aldermen of the City of Ridgeland, Madison County, Mississippi, as follows: to-wit:

SECTION 1. That the matters and facts stated in the preamble hereof are found, determined and adjudicated to be true and correct.

SECTION 2. That it is hereby found and determined that the conditions precedent to the granting of a Petition to amend the City of Ridgeland Official Zoning Map as required by Section 600.10C et seq. of the City of Ridgeland Zoning Regulations Ordinance of February 4, 2014, do not exist, and have not been satisfied in regard to the granting of the Petition, and specifically, the Mayor and Board of Aldermen do hereby find and determine that the character of the neighborhood where the property is located has not changed to such an extent to justify the reclassification of the property, and that there is not a public need for the rezoning and the land use requested in the Petition.

SECTION 3. That the Petition to change the use district classification of the following described property from (C-2) Classification to (TIP) Classification, be and the same is hereby denied. The property referenced in the Petition (the "Property") is described as follows:

A parcel of land being situated in the Southeast 1/4 of Section 25, Township 7 North, Range 1 East, City of Ridgeland, Madison County, Mississippi and being a part of Block A of Brame's Addition as recorded in Plat Book 3 at Page 16 of the Chancery Records of Madison County, at Canton, Mississippi, and being more particularly described by metes and bounds as follows, to wit:

Commence at a 1/2" iron pin found at the southwest corner of Lot 1, Block A of Brame's Addition, Part 3 and run thence South 88° 33' 25" East for a distance of 9.28 feet along the southern line of the said Block A of Brame's Addition, Part 3 to a cotton picker spindle found; thence South 00° 13' 48" East for a distance of 50.02 feet to the northern line of Block B of Brame's Addition, Part 3 and the northwest corner of that certain parcel of land as described in Book 3571 at Page 546 of the aforesaid Chancery Records to a 1/2" iron pin found; thence South 88° 33' 25" East for a distance of 765.26 feet along the said northern line of the said Block B and Block C of Brame's Addition, Part 3 to a 1/2" iron pin found at the western right of way line of Interstate Highway No. 55; thence South 19° 22' 21" West for a distance of 387.45 feet along the said western right of way line to the southeast corner of that certain parcel of land as described in Book 520 at Page 881 of the aforesaid Chancery Records to a 1/2" iron pin found; thence continue

South 19° 22' 21" West for a distance of 395.26 feet along the said western right of way line to a 1/2" iron pin found which marks the **POINT OF BEGINNING** for the parcel herein described; thence continue South 19° 22' 21" West for a distance of 410.06 feet along the said western right of way line to a point; thence South 29° 00' 00" West for a distance of 89.87 feet along the northwestern right of way line of an interstate ramp to a 5/8" iron pin found; thence continue South 29° 00' 00" West for a distance of 224.54 feet along the said northwestern right of way line to a point; thence run 243.60 feet along the arc of a 1,357.39 foot radius curve to the right along the said northwestern right of way line of an interstate ramp, said arc having a 243.27 foot chord which bears South 45° 51' 45" West to a point on the southern line of Lot 1 of the said Block A of Brame's Addition; thence leave said northwestern right of way line of an interstate ramp and run thence North 88° 33' 25" West for a distance of 25.26 feet along the said southern line of Lot 1 to the southwest corner thereof; thence North 00° 13' 48" West for a distance of 843.00 feet along the western lines of Lots 1 through 6 of the said Block A, Brame's Addition to the northwest corner of the said Lot 6 to a 1/2" iron pin found; thence South 88° 33' 25" East for a distance of 310.30 feet along the northern line of the said Lot 6 to a 1/2" iron pin found at the northwest corner of Lot 14 of the said Block A of Brame's Addition; thence continue South 88° 33' 25" East for a distance of 181.53 feet along the northern line of the said Lot 14 to the **POINT OF BEGINNING**, containing 6.0347 acres (262,872 square feet), more or less.

The reference meridian for the above description is based on monuments found in Book 3674 at Page 277.

SO RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN of the City of Ridgeland, Madison County, Mississippi, at a regular meeting thereof held on the ____ day of _____, 2019.

The motion to adopt the above and foregoing Resolution was seconded by Alderman _____, and the foregoing Resolution was submitted to the Board of Aldermen for passage or rejection on roll call vote with the following result:

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 carried and the resolution adopted.

The foregoing resolution is approved, this the ____ day of _____, 2019.

Gene F. McGee, Mayor of the City of
Ridgeland, Mississippi

Attest:

Paula Tierce, City Clerk

[SEAL]

BEFORE THE MAYOR AND BOARD OF ALDERMEN OF
THE CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI

**PETITION AND APPLICATION FOR
CONDITIONAL USE PERMIT**

(Official Form February 2014)

COMES NOW **Storage Park Properties, LLC** StorageMax (the "Petitioner") and respectfully petitions the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi, to grant a conditional use permit as set forth in Section 600.09 of the City of Ridgeland Zoning Ordinance of February, 2014, as more specifically described in this Petition for that real property described in this Petition, and in support of this Petition would show as follows:

1. The name of the Petitioner is **Storage Park Properties, LLC** (hereinafter referred to as "Petitioner").
2. The Petitioner's mailing address is **Robert L Lloyd, 40 Northtown Drive, Jackson, Mississippi 39211.** and the Petitioner's attorney or representative's mailing address is **John Shows, Shows Law Firm, 242 Market St, Flowood, MS 39232.**
3. The Petitioner's phone number is **601-977-0733** and the Petitioner's attorney's phone number is (if applicable) **601-664-0044**.
4. The record title holder of the property is **Attached in Exhibit "M"**, and a copy of the property deed with legal description is attached hereto as Exhibit "A". Additionally, digital text version of the legal description shall be provided to the Zoning Administrator for use in advertising the public hearing.

5. If the Petitioner is not the owner of the property, the owner's address and phone number

is List of owners can be found in Exhibit "M"

6. A copy of the written authority of the owner's representative to act on behalf of the Owner is attached hereto as Exhibit "B", if applicable.
7. The street address of the property: The subject property does not currently have a street address. However, it is located on the east side of Brame Rd for the final 850 feet of the road.

(and/or) Tax Parcel ID Number(s): The subject property consists of 10 parcels.
071G-25D-001/00.00, 071G-25D-002/00.00, 071G-25D-004/00.00, 071G-25D-007/00.00,
071G-25D-008/00.00, 071G-25D-009/00.00, 071G-25D-010/00.00, 071G-25D-013/00.00,
071G-25D-014/00.00, and part of 071G-25D-006/00.00.

This property is also described as Lots 1, 2, 3, 4, 5, 6, 14, 13, 12, and 11 of Brames Addition, Block A, as shown on the plat filed in Plat Book 3 at page 16 in the land records of the Chancery Clerk of Madison County, Mississippi.

8. A copy of a plat or map of the property certified by a licensed land surveyor is attached as Exhibit "C".
9. A vicinity map or plat depicting an area of at least 300' surrounding the subject property in all directions is attached to this Petition as Exhibit "D". The vicinity map includes the current zoning classification of all lands within 160' of the subject property.
10. The property is presently zoned General Commercial District (C-2), according to the official zoning map of Ridgeland, Mississippi.
11. Petitioner requests that it be granted a conditional use permit as authorized by

Section 520.03 & 600.09 of the Zoning Ordinance of the City of Ridgeland, Mississippi, dated February, 2014. (Section of ordinance authorizing the specified conditional use).

12. Petitioner intends to use the subject property for the following purpose(s) in accord with

requested classification: A Class-A Multi-Story Climate Controlled Self-Storage

Facility.

13. A site plan for development of the property as required by Section 600.09 of the Zoning Ordinance is attached as Exhibit "E".
14. Petitioner acknowledges that in order to assure consideration of the request contained in this Petition, Petitioner must present proof as to all matters required to be proved by Section 600.09 of the Zoning Ordinance. Petitioner must answer the following questions before filing this petition. The petition will not be accepted unless petitioner responds to each of the following questions:
- a. Why does the Petitioner claim that the requested land use fits the site and is compatible with adjacent properties?

Climate controlled storage facilities are a low-intensity use for the development. StorageMax will be a Class-A self-storage facility, which will be the first of its kind in this market. Self-storage is a minimal noise and low pollution neighbor. Self-storage causes little to no impact on infrastructure (schools, services, roads). It generates tax revenue for the city, county and state. StorageMax helps bring the community together with its outreach projects and events.

- b. How will the proposed use impact traffic on adjacent streets and highways?

Based on calculations using the Institute of Transportation Engineers Trip Generation Manual, a storage facility of this size will generate approximately 150 trips per day, or 75 cars. Using their calculations, an office of similar size would generate 1,103 trips. Retail of similar size would generate 4,270 trips. Self-storage is the Second Lowest Commercial ITE traffic generator after cell towers. Very few storage tenants use trucks to transport their goods. Most use everyday vehicles to access the units. When moving trucks or commercial vehicles are used, it is during normal business hours, thus keeping the noise to a minimum.

- c. Will the requested land use cause an adverse effect (noise, glare, odor, traffic, use, encroachment, etc.) on abutting property or the permitted use thereof? Please explain.

The Proposed use of a climate controlled storage facility will not cause any adverse effect on abutting properties. All property surrounding the subject property is currently zoned C-2 or potentially TIP, outside of the school to the West. Only the property directly West of the subject property is currently developed. This location, with interstate visibility, but access from an arterial road, is ideal for self storage. We do not create increased traffic with minimal daily trips. All screening and site elements will be designed in accordance with city requirements.

- d. What provision(s) have been made for ingress and egress to the subject property and structures located thereon with particular reference to automobile and pedestrian safety, traffic flow, and fire protection?

The development will meet all city, county and state codes regarding ingress and egress, as well as, pedestrian safety. The property will also meet international fire code guidelines and will be 100% sprinkled.

- e. What provision(s) have been made to provide adequate off-street parking and loading areas in conformance with Section 37.02 Off-Street Parking of this ordinance?

The development will meet all city, county and state codes regarding parking.

- f. What provision(s) have been made for refuse storage areas and service areas to be screened from adjoining properties, and are the proposed improvements in conformance with Section 36.07 and Appendix 'D'?

All refuse areas will be screened with 6' masonry walls. An opaque material (metal) will be used for a gate to screen the front. There will be no outside storage areas other than refuse. In accordance with Appendix D, the enclosure will be of complimentary materials to the buildings, as well as, have sufficient landscape buffer, including, but not limited to, mature plant height of 36".

- g. What provision(s) have been made for controlling drainage and erosion on/from the proposed site?

Drainage and Erosion control will be designed in accordance with all local, state and federal requirements by a licensed Civil Engineer in the State of Mississippi. StorageMax will be developing a regional stormwater detention area which has been designed for the entire conceptual master plan.

- h. What provision(s) have been made for the availability and connection of utilities?

All utilities will be brought on site and all connections will be made in accordance with city criteria and policies. StorageMax will bring water, sewer and electricity to the site, if not already provided.

- i. What provisions(s) have been made for signage and lighting at the proposed site?

Site lighting and signage will be in accordance with city requirements. StorageMax will use directional lighting following requirements of Section 520.08. All exterior lighting will be Dark Sky Compliant LED.

- j. Does the proposed land use comply with required yards, Landscape Ordinance, and Tree Ordinance? If not, please explain.

StorageMax has increased the rear building setback from 20' to 50' and agreed to install a rolling berm along the Eastern property line to further screen the development with landscaping. All landscaping, tree and yard ordinances will be in compliance with city requirements. StorageMax has hired a licensed landscape architect to design plans in accordance with city standards to include, but not be limited to, the number, species, height and size in diameter standards. StorageMax will also follow all screening standards.

- k. What provision(s) have been made with respect to hours of operation so as not to cause an adverse effect on neighboring properties?

Hours of operation are in line with city ordinances. Office hours are 8:30-5:30 M-F and 8:30-3:00 Sat. The StorageMax office will be closed on Sundays. StorageMax tenants are allowed access on Sundays, but tenants are not allowed 24 hours access at any StorageMax property.

- l. What provision(s) have been made to adequately address any concern for safety?

Proposed development will not cause any increased safety concerns. Tenants will be required to enter an access code on the front door to enter the building. Security cameras throughout the interior and exterior of the property will record activity 24/7.

- m. What provision(s) have been made to address any negative impact on the capacity of public facilities?

Proposed site will have no negative impact on public facilities. Low traffic generation will not adversely affect any roads. High quality construction with the respect to security will require little involvement, if any, of the police department.

The entire building will be sprinkled and fire protected to reduce any fire hazards. Storage is extremely light on utilities, requiring only two bathrooms, and lights which only come on when motion is detected in that specific hallway. StorageMax will have no impact on services such as schools and parks.

- n. What provision(s) have been made to minimize negative environmental and economic impacts?

Proposed site will be developed per all local, state and federal environmental policies, and will cause no negative environmental or economic impacts.

- o. Does the proposed land use encroach upon flood hazard zones or airport approach zones?

Proposed site does not encroach into any flood hazard or airport approach zones.

- p. Are there any additional issues that should be addressed in this application?

No additional issues to be addressed.

15. Petitioner acknowledges that prior to approving any petition, a public hearing must be held in accordance with Section 600.15 of the Zoning Ordinance. At the public hearing the petitioner will be required to provide proof in the form of testimony and documents as to each of the matters listed in paragraph 14 of this petition.
16. Petitioner believes that the reasons set forth in this petition justify the granting of the conditional use permit.
17. Petitioner would show that the planned use of the property and the conditional use permit would be in harmony with the general purpose and intent of the land uses permitted in the use district where the property is located, and would not be injurious to the neighborhood or detrimental to the public welfare.
18. The required \$150.00 filing fee has been paid with the filing of this Petition.

Respectfully submitted,



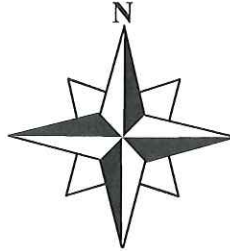
PETITIONER

8-22-19

DATE

Exhibit A
Deed and Legal Description

BARNES SURVEYING, LLC
ROBERT M. BARNES
LAND SURVEYOR



2 OLD RIVER PLACE, SUITE K
JACKSON, MISSISSIPPI 39202
VOICE (601) 353-7878
FAX (601) 353-7805

A parcel of land being situated in the Southeast 1/4 of Section 25, Township 7 North, Range 1 East, City of Ridgeland, Madison County, Mississippi and being a part of Block A of Brame's Addition as recorded in Plat Book 3 at Page 16 of the Chancery Records of Madison County, at Canton, Mississippi, and being more particularly described by metes and bounds as follows, to wit:

Commence at a 1/2" iron pin found at the southwest corner of Lot 1, Block A of Brame's Addition - Part 3 and run thence South 88° 33' 25" East for a distance of 9.28 feet along the southern line of the said Block A of Brame's Addition - Part 3 to a cotton picker spindle found; thence South 00° 13' 48" East for a distance of 50.02 feet to the northern line of Block B of Brame's Addition - Part 3 and the northwest corner of that certain parcel of land as described in Book 3571 at Page 546 of the aforesaid Chancery Records to a 1/2" iron pin found; thence South 88° 33' 25" East for a distance of 765.26 feet along the said northern line of Block B and Block C of Brame's Addition - Part 3 to a 1/2" iron pin found at the western right of way line of Interstate Highway No. 55; thence South 19° 22' 21" West for a distance of 387.45 feet along the said western right of way line to the southeast corner of that certain parcel of land as described in Book 520 at Page 881 of the aforesaid Chancery Records to a 1/2" iron pin found; thence continue South 19° 22' 21" West for a distance of 486.60 feet along the said western right of way line of Interstate Highway No. 55 to a 5/8" iron pin set, which marks the **POINT OF BEGINNING** for the parcel herein described; thence continue South 19° 22' 21" West for a distance of 260.00 feet along the said western right of way line to a 5/8" iron pin set; thence leave said western right of way line of Interstate Highway No. 55 and run North 70° 37' 39" West for a distance of 275.58 feet to a 5/8" iron pin set; thence run 30.14 feet along the arc of a 780.00 foot radius curve to the left, said arc having a 30.14 foot chord which bears North 20° 28' 46" East to a 5/8" iron pin set; thence North 19° 22' 21" East for a distance of 229.87 feet to a 5/8" iron pin set; thence South 70° 37' 39" East for a distance of 275.00 feet to the **POINT OF BEGINNING**, containing 1.6415 acres (71,506 square feet), more or less.

Exhibit B
Letter of Authorization

Storage Park Properties, LLC, which is owned 100% by Robert L. Lloyd, has an executed contract to purchase 9 of the parcels for this rezoning and conditional use request. The other parcel which is partially included in this rezoning request is owned by Robert L. Lloyd. Our executed purchase contract states in Section 6.A, "Seller agrees to participate in a rezoning request with the City of Ridgeland for a change in zoning and for a conditional use for a self-storage facility. Purchaser will jointly participate with Seller in the rezoning request." This statement in our contract, which is signed by all 9 sellers, will constitute as our "Letter of Authorization."

6. PROPOSED USE OF THE PROPERTY AND REZONING:

- A. Seller acknowledges that Purchaser's proposed use of the Property is for a self-storage facility. Seller also acknowledges that the Property's present zoning is C-2 and that a self-storage facility will require a C-4 or TIP zoning classification with a conditional use for a self-storage facility.

Seller Signatures

Executed by Seller on 9/12/18
Date:
By: Ada Banks
Ada Banks

Executed by Seller on 9/12/18
Date:
By: Laureen Banks
Laureen Banks

Executed by Seller on 9/12/18
Date:
By: Callie M. Brown
Callie Mae Brown

Executed by Seller on 9/12/18
Date:
By: as power of ATTORNEY
Matthe Morris
Matthe Morris

Executed by Seller on 9/12/18
Date:
By: Allah Mac Houston
Allah Mac Houston

Executed by Seller on 9-19-18
Date:
By: Ed Collier
Ed Collier

Executed by Seller on 9/12/18
Date:
By: Cenith P Washington
Cenith P Washington

Exhibit B
Letter of Authorization



July 9, 2019

ATTN: Jerry Mills – Ridgeland City Attorney
City of Ridgeland
304 US-51
Ridgeland, MS 39157

RE: Rezoning and Conditional Use Representation

I, Robert L. Lloyd, hereby consent for John Shows of Shows Law Firm to represent myself and my companies in the request for Rezoning and Conditional Use hearing in the City of Ridgeland.

Sincerely,



Robert L. Lloyd

40 Northtown Drive, Jackson, MS 39211 Phone: 601-977-0733
www.stomax.com

Exhibit C

Survey

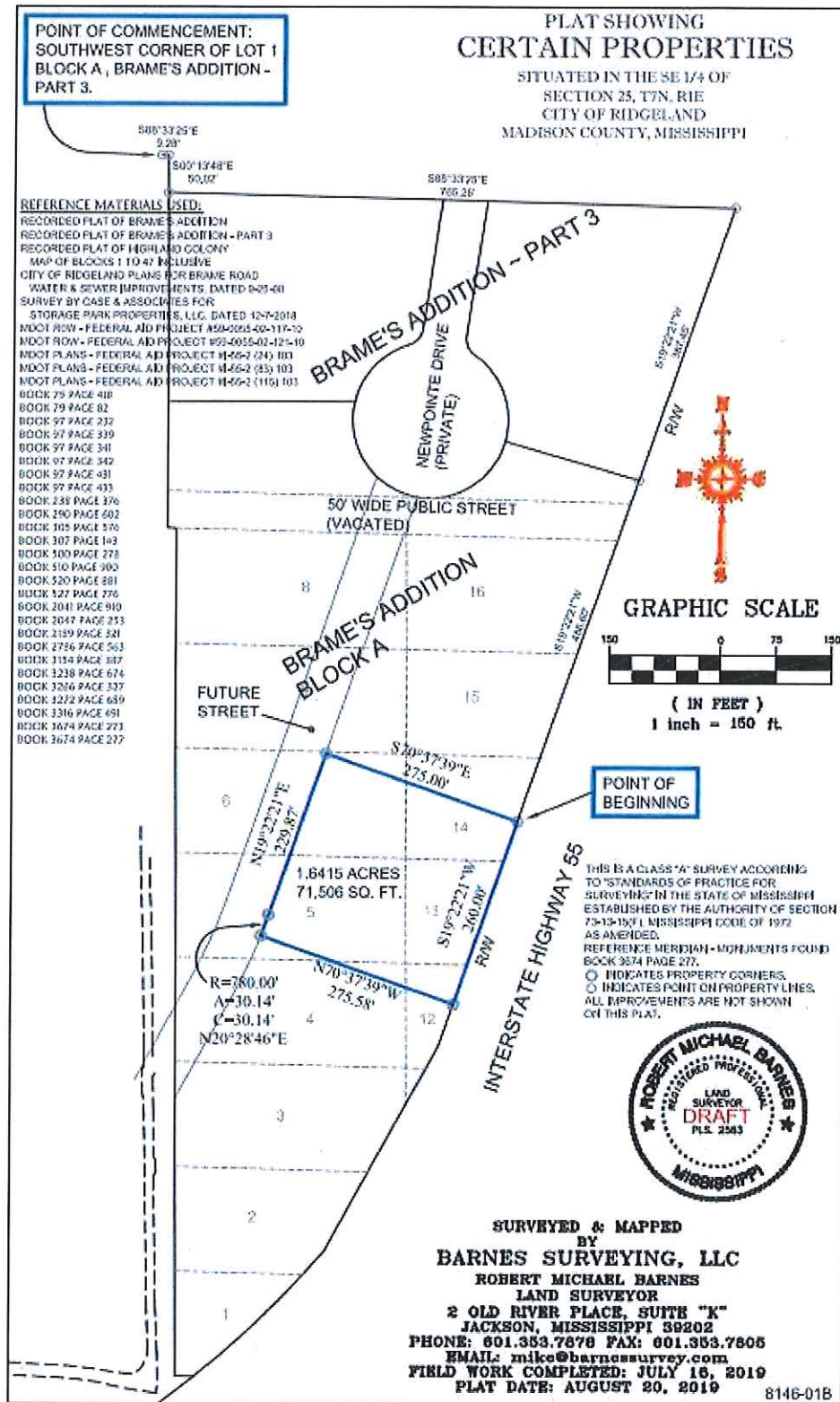
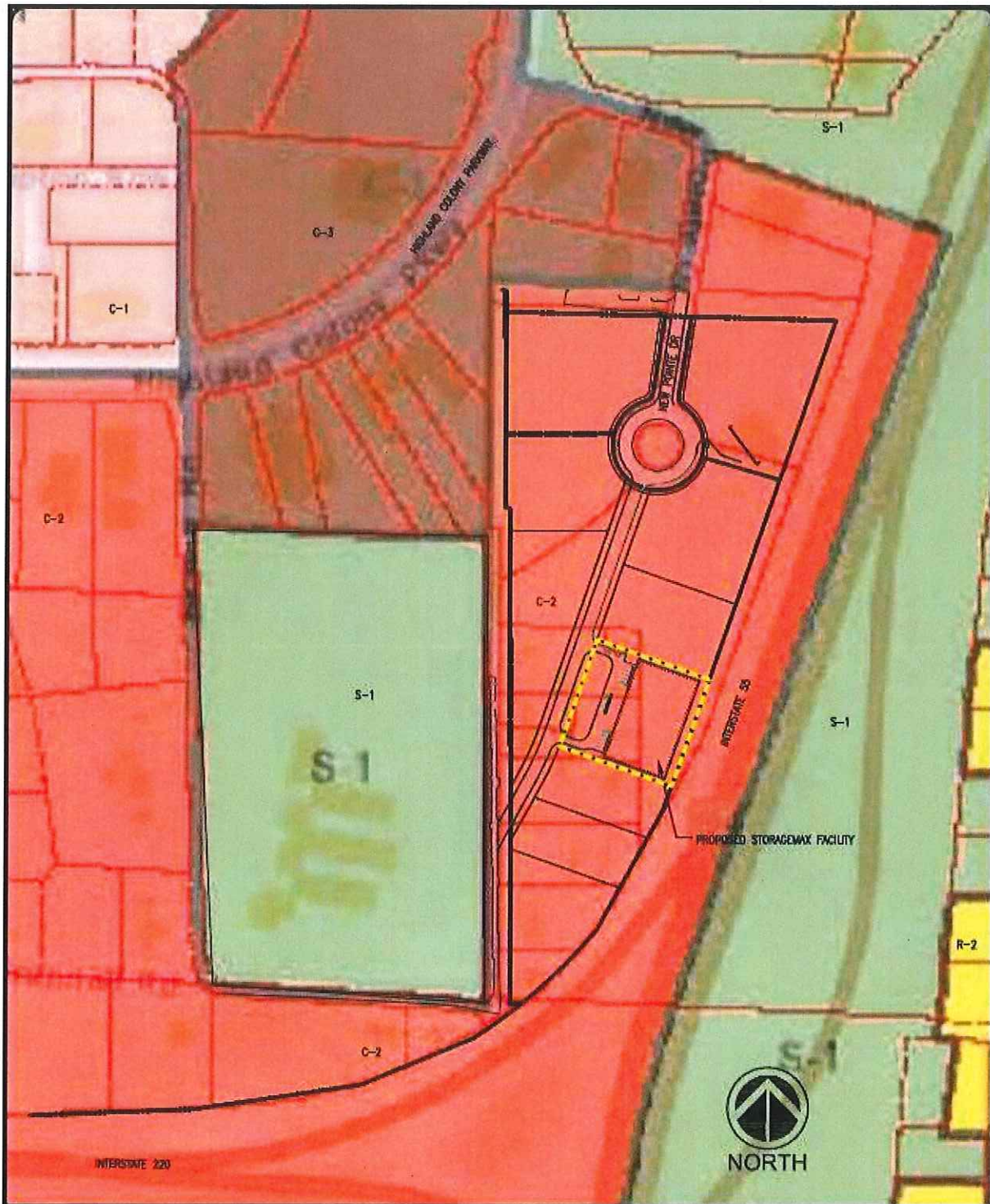


Exhibit D **Area and Zoning Aerial Map**



Pickering

Pickering Firm, Inc.
 Facility Design • Civil Engineering • Surveying •
 Transportation • Natural / Water Resources
 2001 Airport Road, Suite 201
 Flowood, MS 39232
 601.956.3653

StorageMax
Ridgeland, MS
Exhibit "D"

SCALE

1"=300'

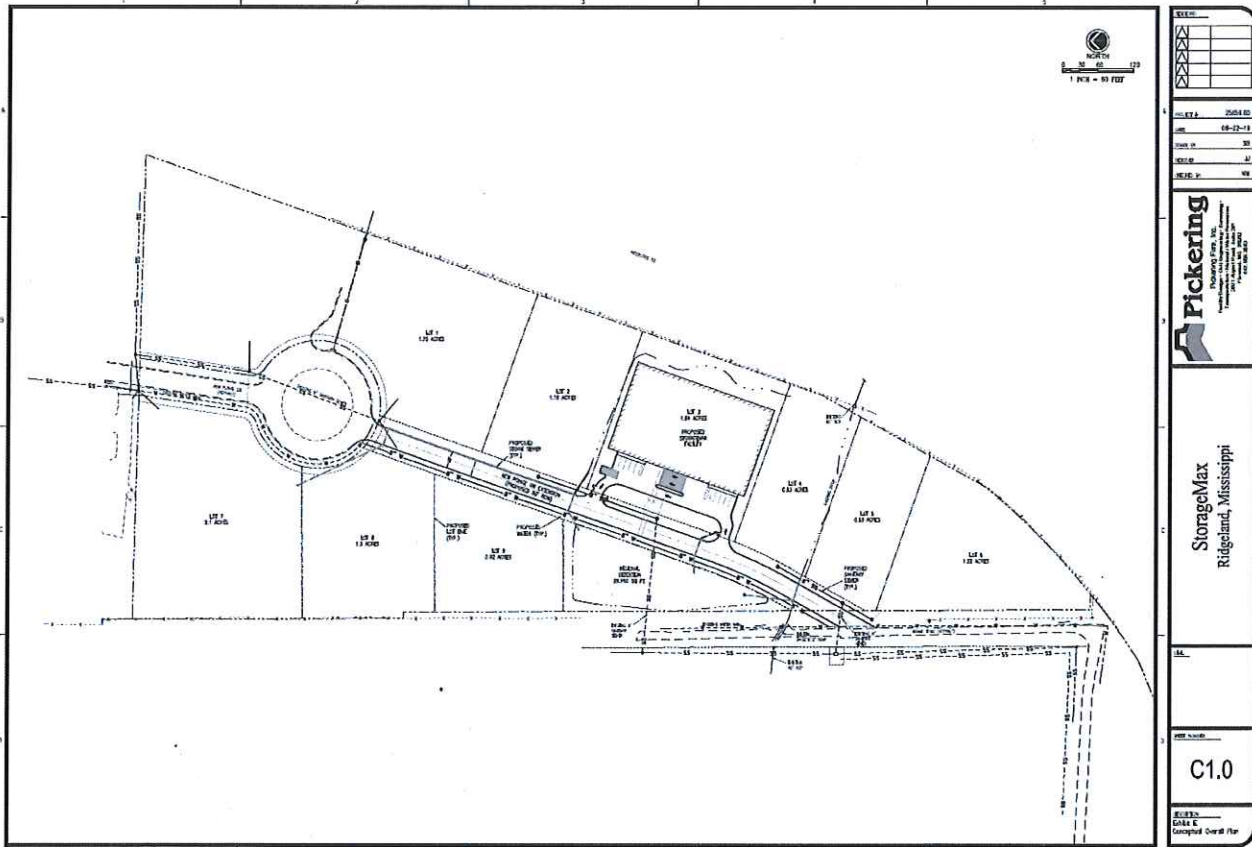
DATE

8-5-19

PROJECT #

2565900

Exhibit E **Site Plan** **Proposed Lot Lines**



Pickering Engineering, Inc. 1000 N. Highway 90 Ridgeland, MS 39157 Phone: 601.708.1234 Fax: 601.708.1235	
StorageMax Ridgeland, Mississippi	
C1.0	
Date: 08-27-13 Drawn: JH Check: JH Scale: As Shown	

Exhibit F **Site Plan** **Drainage Plan**

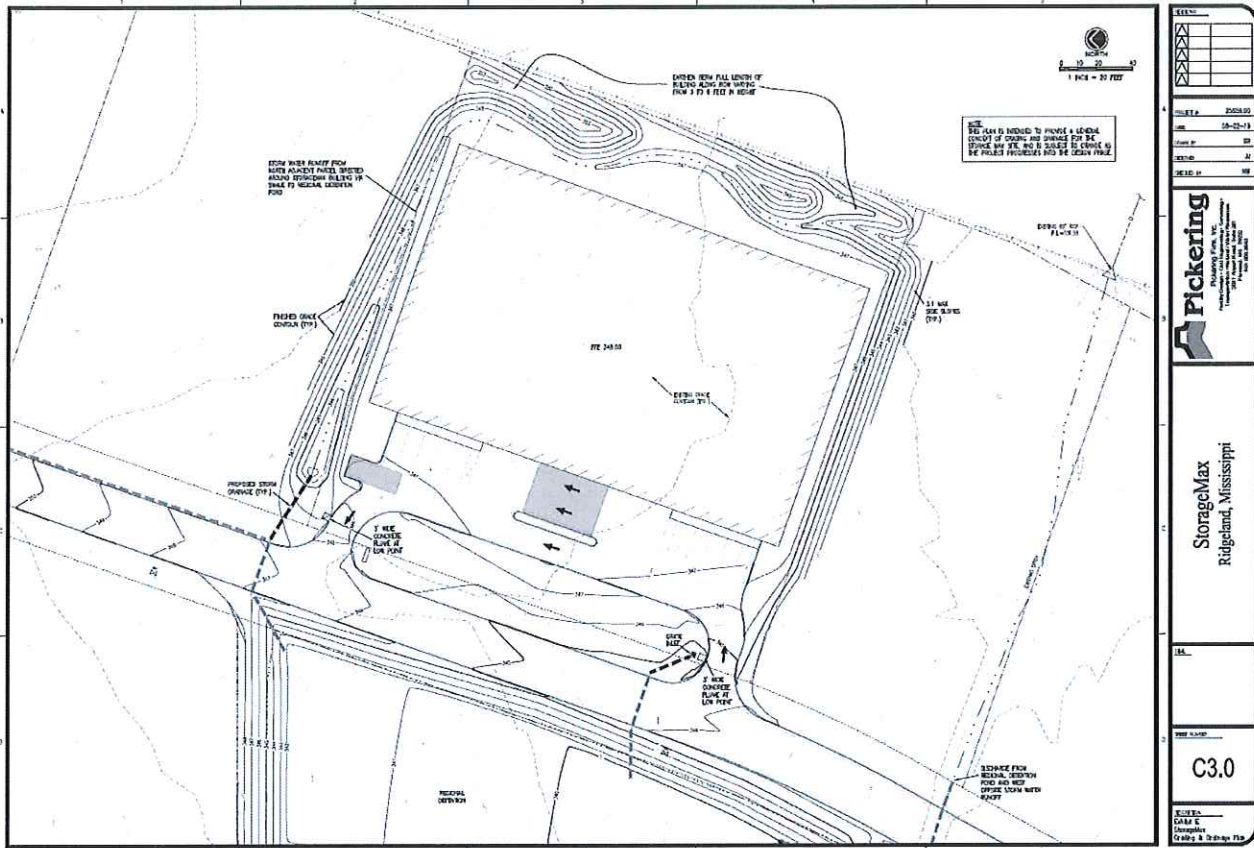


Exhibit G

Site Plan

Utility Plan

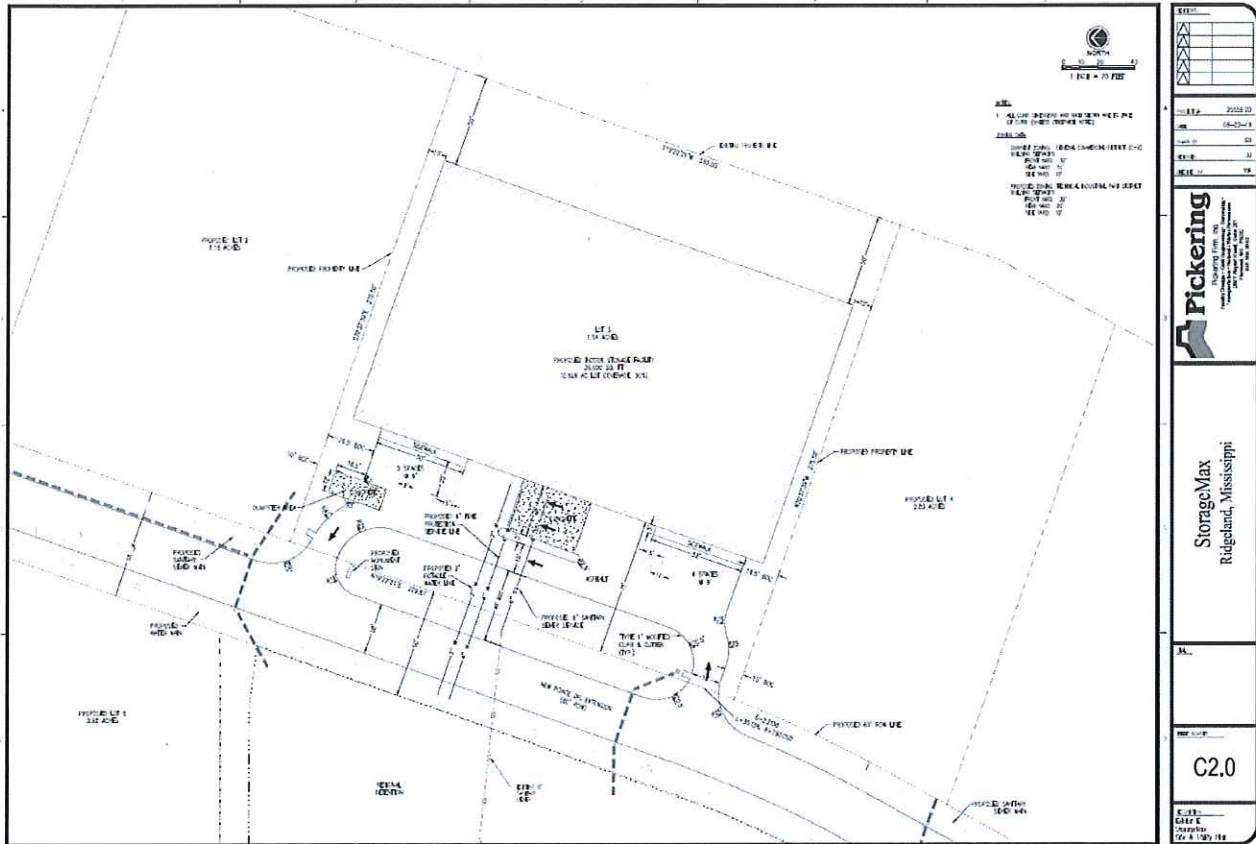


Exhibit H Site Plan Landscape Plan

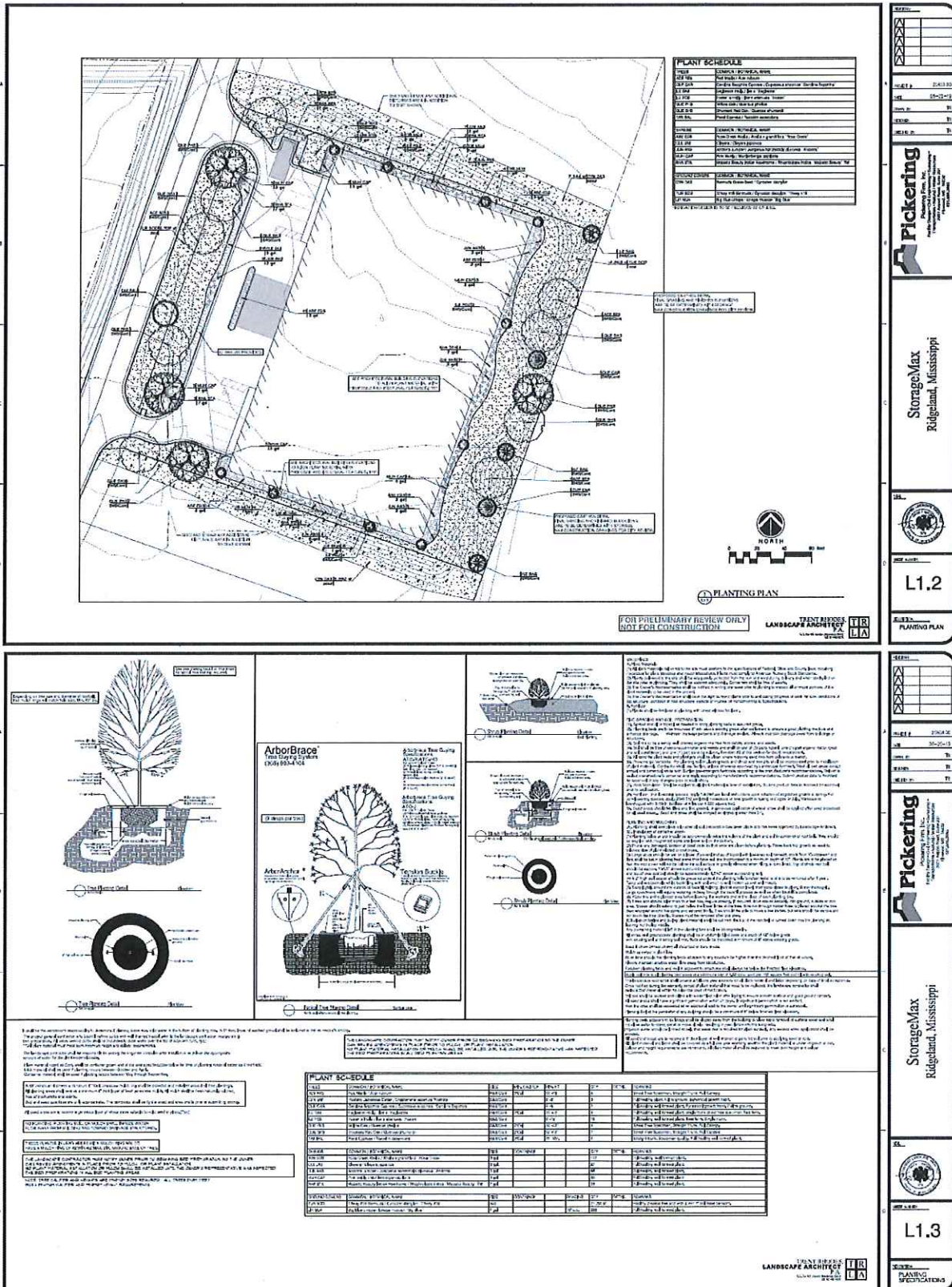


Exhibit I Site Plan Tree Mitigation Plan

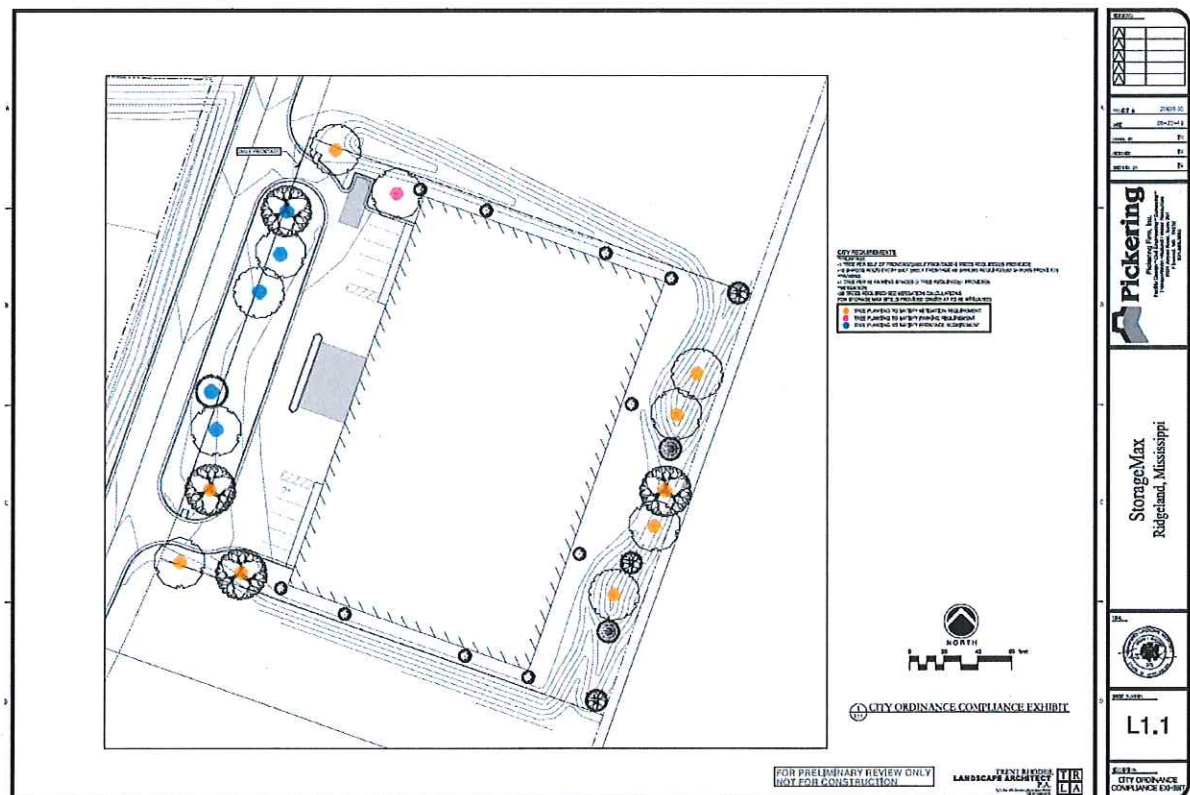


Exhibit J **Site Plan** **Survey with Contours**

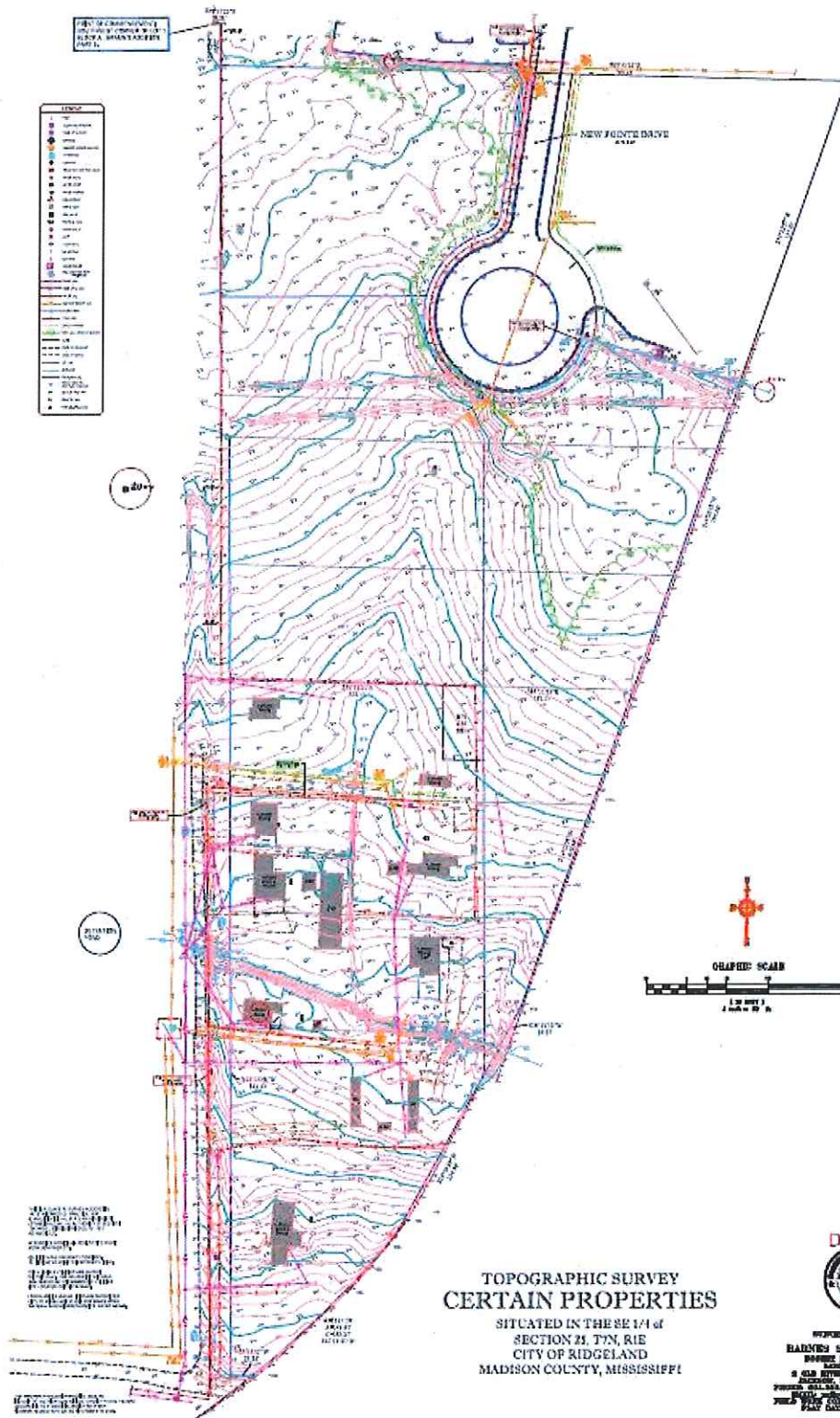


Exhibit K Elevations



Exhibit L

Conceptual Master Plan



Exhibit M
Record Title Holders of Subject Property

<u>Parcel</u>	<u>Owner</u>	<u>Address</u>
071G-25D-006/00.00	Robert L. Lloyd	40 Northtown Dr Jackson, MS 39211
071G-25D-001/00.00 071G-25D-002/00.00	Ada Banks	381 Brame Rd Ridgeland, MS 39157
071G-25D-004/00.00 071G-25D-007/00.00 071G-25D-008/00.00	Laureen Banks	389 Brame Rd Ridgeland, MS 39157
071G-25D-009/00.00	Mattie Morris & Callie Mae Brown	391 Brame Rd Ridgeland, MS 39157
071G-25D-010/00.00	Ella Ree Houston Banks & Et al	388 Brame Rd Ridgeland, MS 39157
071G-25D-013/00.00	Ed Collier	Rosella Smith Mineral Springs, AR 71851
071G-25D-014/00.00	Cenith P Washington	960-B Glastonbury Cir Ridgeland, MS 39157

Mills, Scanlon, Dye & Pittman

ATTORNEYS AT LAW

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

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

October 8, 2019

Mayor Gene McGee
Alderman Ken Heard
Alderman Chuck Gautier
Alderman Kevin Holder
Alderman Brian Ramsey
Alderman Bill Lee
Alderman Wesley Hamlin
Alderman D. I. Smith
Post Office Box 217
Ridgeland, MS 39158

RE: Zoning Report for October 3, 2019

Dear Mayor and Board:

We report on the Zoning Board meeting of October 3, 2019. Enclosed for your consideration, please find the following:

1. Minutes of the October 3, 2019, Zoning Board meeting;
2. Ordinance Approving the Petition and Application for Conditional Use Permit for Eduardo Moreno;
3. Resolution Denying the Petition and Application for Conditional Use Permit for Eduardo Moreno;
4. Ordinance Approving the Petition and Application for Conditional Use Permit for Colin Campbell;
5. Resolution Denying the Petition and Application for Conditional Use Permit for Colin Campbell;
6. Ordinance Approving the Petition and Application to Rezone Real Property for Storage Park Properties, LLC;
7. Resolution Denying the Petition and Application to Rezone Real Property for Storage Park Properties, LLC;
8. Ordinance Approving the Petition and Application for Conditional Use Permit for Storage Park Properties, LLC; and,

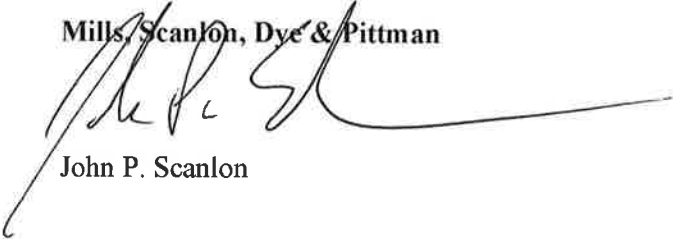
Mayor Gene McGee and
Board of Aldermen of the
City of Ridgeland, MS
October 8, 2019
Page 2

9. Resolution Denying the Petition and Application for Conditional Use Permit for Storage Park Properties, LLC.

If you have any questions or require additional information, please do not hesitate to call us.

Sincerely,

Mills, Scanlon, Dye & Pittman



John P. Scanlon

JPS/mmh
Enclosure(s)

cc: Zoning Board Members

**MINUTES OF THE MEETING
OF THE ZONING BOARD
OF THE CITY OF RIDGELAND, MISSISSIPPI**

A meeting of the Zoning Board of the City of Ridgeland, Mississippi (the "Board") was duly called, held and conducted on Thursday, October 3, 2019, at 6:00 o'clock p.m. in the Ridgeland City Hall in the City of Ridgeland, Madison County, Mississippi.

The following members were present, to-wit:

Larry Miller
Tracy Bailey
Bernie Giessner
Drew Malone
Michelle Caballero
Walter Cox
Judy Rice
Jim Collette

Absent:

None

Also present:

John P. Scanlon, Attorney
Jordan Lohman, City of Ridgeland

* * * * *

Chairman Bernie Giessner called the meeting to order. Roll was called and it was announced that a majority of the voting members of the Board were present and that said number constituted a quorum to conduct business.

Chairman Bernie Giessner led the Pledge of Allegiance and the meeting was opened with prayer.

All members of the Board acknowledged receipt of the agenda and the agenda was as follows:

1. Call to Order/Invocation.

2. Adoption of Minutes.

3. Public Hearing for Petition and Application for Conditional Use Permit for Eduardo Moreno - *Petitioner*

Property Address/Description:

646 Ridgewood Road, Ridgeland, MS 39157

Tax Parcel No.:

072I-31B-017/00.00

(September 5, 2019; Tabled to September 19, 2019; Tabled to October 3, 2019)

4. Public Hearing for Petition and Application for Conditional Use Permit for Colin Campbell - *Petitioner*

Property Address/Description:

6510 Old Canton Road, Ridgeland, MS 39157

Tax Parcel No.:

072I-32D-009/00.00

(September 5, 2019; Tabled to September 19, 2019; Tabled to October 3, 2019)

5. Public Hearing for Petition and Application for Rezoning of Real Property for Storage Park Properties, LLC - *Petitioner*

Property Address/Description:

East side of Brame Road for the final 850 feet of the road in Brame's Addition, Block A

Tax Parcel No.:

071G-25D-001/00.00, 071G-25D-002/00.00, 071G-25D-004/00.00, 071G-25D-007/00.00, 071G-25D-008/00.00, 071G-25D-009/00.00, 071G-25D-010/00.00, 071G-25D-013/00.00, 071G-25D-014/00.00, and part of 071G-25D-006/00.00.

(September 19, 2019; Tabled to October 3, 2019)

6. Public Hearing for Petition and Application for Conditional Use Permit for Storage Park Properties, LLC - *Petitioner*

Property Address/Description:

East side of Brame Road for the final 850 feet of the road in Brame's Addition, Block A

Tax Parcel No.:

071G-25D-001/00.00, 071G-25D-002/00.00, 071G-25D-004/00.00, 071G-25D-007/00.00, 071G-25D-008/00.00, 071G-25D-009/00.00, 071G-25D-010/00.00, 071G-25D-013/00.00, 071G-25D-014/00.00, and part of 071G-25D-006/00.00.

(September 19, 2019; Tabled to October 3, 2019)

7. Old Business/New Business.

8. Adjourn

The Board considered the Minutes of the September 5, 2019 and September 19, 2019 meetings. Mr. Cox moved to approve the minutes as written. The motion was seconded by Mr. Malone and approved unanimously.

**Public Hearing for Petition and Application for
Conditional Use Permit for Eduardo Moreno**

Chairman Bernie Giessner opened the Public Hearing on the Petition and Application for Conditional Use Permit for Eduardo Moreno for property located at 646 Ridgewood Road in Ridgeland. The subject property is presently zoned C-4. Petitioner appeared and spoke on behalf of the Petition confirming notice was sent. Petitioner addressed the Zoning Board and stated that he intends to use the property to operate an auto repair and painting business on the C-4 zoned property. Mr. Malone questioned Petitioner regarding painting because of environmental concerns. Petitioner's response to the question posed by Drew Malone was that the Petitioner had decided against offering painting services.

Opposition was given an opportunity to respond, but there was no opposition present.

Chairman Bernie Giessner closed the Public Hearing and called for a vote on the Petition. On motion by Mr. Malone and seconded by Mr. Miller, the Board voted unanimously to recommend to the Mayor and Board of Aldermen that they approve a conditional use for Petitioner to operate an auto repair only business on the subject property within the C-4 zoning district and that no painting would be allowed on the subject property, because of environmental concerns.

**Public Hearing for Petition and Application for
Conditional Use Permit for Colin Campbell**

Chairman Bernie Giessner opened the Public Hearing on the Petition and Application for Conditional Use Permit for Colin Campbell for property located at 6510 Old Canton Road in Ridgeland. The subject property is presently zoned C-2A. Daniel Wooldridge and Dr. Resia Thompson appeared and spoke on behalf of the Petitioner confirming notice was sent. Mr. Wooldridge and Dr. Thompson addressed the Zoning Board and spoke regarding Petitioner's request to operate a church in a shopping center which is in a C-2A zoning district and answered questions posed by the Zoning Board members regarding the supplemental letter concerning non-contestation.

Opposition was given an opportunity to respond, but there was no opposition present.

Chairman Bernie Giessner closed the Public Hearing and called for a vote on the Petition. On motion by Mr. Bailey and seconded by Mr. Collette, the Board voted unanimously to recommend to the Mayor and Board of Aldermen that they approve a conditional use for Petitioner to operate a church in the shopping center on the subject property in the C-2A zoning district with the condition that should any tenant, future or existing, in this shopping center be disallowed an ABC permit, the conditional use permit would be revoked.

**Public Hearing for Petition and Application for
Rezoning Real Property for Storage Park Properties, LLC**

Chairman Bernie Giessner opened the Public Hearing on the Petition and Application for rezoning of real property for Storage Park Properties, LLC for property located on the east side of Brame Road for the final 850 feet of the road in Brame's Addition, Block A in Ridgeland. The subject property is presently zoned C-2. Bob Lloyd appeared and spoke on behalf of the Petitioner along with attorney Rick Eisenberger of the Shows Law Firm confirming notice was sent. Petitioner addressed the Zoning Board and spoke regarding Petitioner's request to rezone the subject property from its current C-2 classification to a Technical Industrial Park District (TIP) to allow a mixture of commercial uses, to include Class A multi-story climate controlled self-storage facility, as well as, potential office warehouse, retail showroom, general office and general retail on the subject property. Petitioners responded to Zoning Board members questions regarding the change in the character of the neighborhood.

Vennell Lewis, real estate broker, appeared and spoke on behalf of certain landowners in support of the petition.

Opposition was given an opportunity to respond, but there was no opposition present.

Chairman Bernie Giessner closed the Public Hearing and called for a vote on the Petition. On motion by Ms. Rice and seconded by Mr. Cox, the Board voted unanimously to recommend to the Mayor and Board of Aldermen that they approve the requested rezoning to TIP to allow a

mixture of commercial uses, potential office warehouse, retail showroom, general office and general retail on the subject property.

**Public Hearing for Petition and Application for
Conditional Use Permit for Storage Park Properties, LLC**

Chairman Bernie Giessner opened the Public Hearing on the Petition and Application for Conditional Use Permit for Storage Park Properties, LLC for property located on the east side of Brame Road for the final 850 feet of the road in Brame's Addition, Block A in Ridgeland. The subject property is presently zoned C-2 and is the same property considered in the previous agenda item for a rezoning recommendation to the Board of Aldermen. Bob Lloyd appeared and spoke on behalf of the Petitioner along with attorney Rick Eisenberger of the Shows Law Firm confirming notice was sent. Petitioner addressed the Zoning Board and spoke regarding Petitioner's request to operate a Class A multi-story climate controlled self-storage facility in the TIP zoning district. Petitioner made a request to append to the minutes the reasons given why the requirements for a conditional use in the Zoning Ordinance are met (See Exhibit "A").

Opposition was given an opportunity to respond, but there was no opposition present.

Chairman Bernie Giessner closed the Public Hearing and called for a vote on the Petition. On motion by Ms. Caballero and seconded by Ms. Rice, the Board voted unanimously to recommend to the Mayor and Board of Aldermen that they approve a conditional use for Petitioner to operate a Class A multi-story climate controlled self-storage facility in the TIP zoning district on the subject property, conditioned upon the grant of the rezoning in the previous agenda item by the Board of Aldermen.

OLD BUSINESS

None.

NEW BUSINESS

None.

There was no further business to be presented.

ADJOURNMENT

Mr. Miller moved that the meeting be adjourned. The motion was seconded by Mr. Malone and approved unanimously.

WITNESS OUR HANDS, this the _____ day of _____, 2019.

BERNIE GIESSNER, Chairman

MICHELLE CABALLERO, Vice Chairman/Secretary

**ORDINANCE OF THE MAYOR AND BOARD OF ALDERMEN OF
THE CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI
APPROVING AND GRANTING A CONDITIONAL USE PERMIT
FOR PROPERTY LOCATED ON THE EAST SIDE OF BRAME ROAD
FOR THE FINAL 850 FEET OF THE ROAD IN BRAME'S ADDITION,
TAX PARCEL NOS. 071G-25D-001/00.00, 071G-25D-002/00.00,
071G-25D-004/00.00, 071G-25D-007/00.00, 071G-25D-008/00.00,
071G-25D-009/00.00, 071G-25D-010/00.00, 071G-25D-013/00.00,
071G-25D-014/00.00, and part of 071G-25D-006/00.00,
IN THE CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI**

WHEREAS, Storage Park Properties, LLC (the "Petitioner"), did file a Petition and Application for a Conditional Use Permit as permitted by Section 600.09 for the property described herein, which property is located in a TIP District Classification under the City of Ridgeland Zoning Regulations Ordinance of February, 2014, (the "Petition"); and,

WHEREAS, the Mayor and Board of Aldermen referred the Petition to the Zoning Board of the City of Ridgeland (the Zoning "Board") which Board scheduled a hearing on said Petition for September 19, 2019, at 6:00 o'clock p.m.; said hearing was Tabled to the next regular scheduled meeting of the Zoning Board on October 3, 2019, at 6:00 o'clock p.m.; and,

WHEREAS, the City Clerk did cause notice of the September 19, 2019, hearing to be published in the Madison County Journal, a newspaper published in the City of Ridgeland, Madison County, Mississippi, in the manner and for the time required by law, and the Zoning Administrator did post notice of same upon the affected property in the manner and for the time required by law; and,

WHEREAS, the Zoning Board of the City of Ridgeland, Mississippi, did conduct a full and complete hearing on the Petition at the October 3, 2019 meeting, and received comments and heard evidence presented by the Petitioner and thereafter forwarded its recommendation thereon to the Mayor and Board of Aldermen; and,

WHEREAS, the Mayor and Board of Aldermen are familiar with the property and existing land uses within the City of Ridgeland and in the area of the City where the property is located, and in acting on this Ordinance, have duly considered the matters and facts within their personal knowledge as same affect the land uses required in the Petition; and,

WHEREAS, the Mayor asked whether the Board of Aldermen desired to take any action regarding the Petition and the recommendation of the Zoning Board, and after discussion thereof, Alderman _____ offered the following Ordinance and moved that it be adopted, to-wit:

NOW, THEREFORE, be it ordained by the Mayor and Board of Aldermen of the City of Ridgeland, Madison County, Mississippi, as follows, to-wit:

SECTION 1. That the matters and facts stated in the preamble hereof are found, determined and adjudicated to be true and correct.

SECTION 2. That the findings of fact contained in the Zoning Board's October 3, 2019, Minutes in regard to the Petition be, and same are hereby adopted as and for the findings of fact of the Mayor and Board of Aldermen in support of the zoning decision contained herein.

SECTION 3. That it is hereby found and determined that the conditions precedent to the granting of a Conditional Use Permit in regard to the herein described property as required in Section 600.09 of the City of Ridgeland Zoning Regulations Ordinance of February, 2014, exist, and have been satisfied, and the granting of a Conditional Use Permit for the purpose of allowing a mixture of commercial uses, to include Class A multi-story climate controlled self-storage facility, as well as, potential office warehouse, retail showroom, general office and general retail on the subject property within the TIP zoning district, subject to the final approval and adoption of the requested rezoning by Petitioner to TIP district classification.

SECTION 4. That the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi, do hereby grant from and after the effective date of this Ordinance a Conditional Use Permit for the purpose of allowing a mixture of commercial uses, to include Class A multi-story climate controlled self-storage facility, as well as, potential office warehouse, retail showroom, general office and general retail on the subject property within the TIP zoning district, subject to the final approval and adoption of the requested rezoning by Petitioner to TIP district classification.

SECTION 5. The property affected by this Ordinance (the "property") is located in the City of Ridgeland, Madison County, Mississippi, and described as follows:

A parcel of land being situated in the Southeast 1/4 of Section 25, Township 7 North, Range 1 East, City of Ridgeland, Madison County, Mississippi and being a part of Block A of Brame's Addition as recorded in Plat Book 3 at Page 16 of the Chancery Records of Madison County, at Canton, Mississippi, and being more particularly described by metes and bounds as follows, to wit:

Commence at a 1/2" iron pin found at the southwest corner of Lot 1, Block A of Brame's Addition - Part 3 and run thence South 88° 33' 25" East for a distance of 9.28 feet along the southern line of the said Block A of Brame's Addition - Part 3 to a cotton picker spindle found; thence South 00° 13' 48" East for a distance of 50.02 feet to the northern line of Block B of Brame's Addition - Part 3 and the northwest corner of that certain parcel of land as described in Book 3571 at Page 546 of the aforesaid Chancery Records to a 1/2" iron pin found; thence South 88° 33' 25" East for a distance of 765.26 feet along the said northern line of Block B and Block C of Brame's Addition - Part 3 to a 1/2" iron pin found at the western right of way line of Interstate Highway No. 55; thence South 19° 22' 21" West for a distance of 387.45 feet along the said western right of way line to the southeast corner of that certain parcel of land as described in Book 520 at Page 881 of the aforesaid Chancery Records to a 1/2" iron pin found; thence continue South 19° 22' 21" West for a distance of 486.60 feet along the said western right of way line of Interstate Highway No. 55 to a 5/8" iron pin set, which marks the **POINT OF BEGINNING** for the parcel herein described; thence continue South 19° 22' 21" West for a distance of 260.00 feet along the said western right of way line to a 5/8" iron pin set; thence leave said western right of way line of Interstate Highway No. 55 and run North 70° 37' 39" West for a distance of 275.58 feet to a 5/8" iron pin set; thence run 30.14 feet along the arc of a 780.00 foot radius curve

to the left, said arc having a 30.14 foot chord which bears North 20° 28' 46" East to a 5/8" iron pin set; thence North 19° 22' 21" East for a distance of 229.87 feet to a 5/8" iron pin set; thence South 70° 37' 39" East for a distance of 275.00 feet to the **POINT OF BEGINNING**, containing 1.6415 acres (71,506 square feet), more or less.

The reference meridian for the above description is based on monuments found in Book 3674 at Page 277.

SECTION 6. That the City of Ridgeland Zoning Regulations Ordinance of February, 2014, and the Use District Map accompanying said Ordinance be, and same hereby are amended to the extent necessary to reflect the foregoing change in land use in regard to the property.

ORDAINED, ADOPTED AND APPROVED by the Mayor and Board of Aldermen of the City of Ridgeland, Madison County, Mississippi, at a regular meeting thereof held on the ____ day of _____, 2019.

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

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 carried and the Ordinance adopted.

The foregoing ordinance is approved, this the ____ day of _____, 2019.

Mayor Gene F. McGee
City of Ridgeland, Mississippi

Attest:

Paula Tierce, City Clerk

[S E A L]

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI
DENYING A CONDITIONAL USE PERMIT FOR PROPERTY LOCATED ON THE
EAST SIDE OF BRAME ROAD FOR THE FINAL 850 FEET OF THE ROAD IN
BRAME'S ADDITION, TAX PARCEL NOS. 071G-25D-001/00.00, 071G-25D-002/00.00,
071G-25D-004/00.00, 071G-25D-007/00.00, 071G-25D-008/00.00, 071G-25D-009/00.00,
071G-25D-010/00.00, 071G-25D-013/00.00, 071G-25D-014/00.00, and part of 071G-25D-
006/00.00, IN THE CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI**

WHEREAS, Storage Park Properties, LLC (the "Petitioner"), did file a Petition and Application for a Conditional Use Permit on property described herein, which property is located in a TIP District Classification under the City of Ridgeland Zoning Regulations Ordinance of February, 2014 (the "Petition"); and,

WHEREAS, the Mayor and Board of Aldermen referred the Petition to the Zoning Board of the City of Ridgeland (the Zoning "Board"), which Board scheduled a hearing on said Petition for September 19, 2019, at 6:00 o'clock p.m.; said hearing was Tabled to the next regular scheduled meeting of the Zoning Board on October 3, 2019, at 6:00 o'clock p.m.; and,

WHEREAS, the Mayor and Board of Aldermen are familiar with the property and existing land uses within the City of Ridgeland and in the area of the City where the property is located, and in acting on this Resolution, have duly considered the matters and facts within their personal knowledge as same affects the land uses requested in the Petition filed herein; and,

WHEREAS, at the conclusion of the discussion of the Zoning Board's recommendation, the Mayor asked whether the Board of Aldermen desired to take any action regarding the Petition and the recommendation of the Zoning Board and after discussion thereof, Alderman _____ offered the following Resolution and moved that it be adopted, to-wit:

IT IS, THEREFORE, RESOLVED by the Mayor and Board of Aldermen of the City of Ridgeland, Madison County, Mississippi, as follows, to-wit;

SECTION 1. That the matters and facts stated in the preamble hereof are found, determined and adjudicated to be true and correct.

SECTION 2. That it is hereby found and determined that the conditions precedent to the granting of a Conditional Use Permit as required by Section 600.09 of the City of Ridgeland Zoning Regulations Ordinance of February, 2014, do not exist, and have not been satisfied by the Petitioner in regard to the granting of a Conditional Use Permit.

SECTION 3. That the Petition to grant a Conditional Use Permit pursuant to Section 600.09 of the City of Ridgeland Zoning Regulations Ordinance of February, 2014, on the following described property, be and same is hereby denied. The property referenced in the Petition (the "property") is described as follows:

A parcel of land being situated in the Southeast 1/4 of Section 25, Township 7 North, Range 1 East, City of Ridgeland, Madison County, Mississippi and being a part of Block A of Brame's Addition as recorded in Plat Book 3 at Page 16 of the Chancery Records of Madison County, at Canton, Mississippi, and being more particularly described by metes and bounds as follows, to wit:

Commence at a 1/2" iron pin found at the southwest corner of Lot 1, Block A of Brame's Addition - Part 3 and run thence South 88° 33' 25" East for a distance of 9.28 feet along the southern line of the said Block A of Brame's Addition - Part 3 to a cotton picker spindle found; thence South 00° 13' 48" East for a distance of 50.02 feet to the northern line of Block B of Brame's Addition - Part 3 and the northwest corner of that certain parcel of land as described in Book 3571 at Page 546 of the aforesaid Chancery Records to a 1/2" iron pin found; thence South 88° 33' 25" East for a distance of 765.26 feet along the said northern line of Block B and Block C of Brame's Addition - Part 3 to a 1/2" iron pin found at the western right of way line of Interstate Highway No. 55; thence South 19° 22' 21" West for a distance of 387.45 feet along the said western right of way line to the southeast corner of that certain parcel of land as described in Book 520 at Page 881 of the aforesaid Chancery Records to a 1/2" iron pin found; thence continue South 19° 22' 21" West for a distance of 486.60 feet along the said western right of way line of Interstate Highway No. 55 to a 5/8" iron pin set, which marks the **POINT OF BEGINNING** for the parcel herein described; thence continue South 19° 22' 21" West for a distance of 260.00 feet along the said western right of way line to a 5/8" iron pin set; thence leave said western right of way line of Interstate

Highway No. 55 and run North 70° 37' 39" West for a distance of 275.58 feet to a 5/8" iron pin set; thence run 30.14 feet along the arc of a 780.00 foot radius curve to the left, said arc having a 30.14 foot chord which bears North 20° 28' 46" East to a 5/8" iron pin set; thence North 19° 22' 21" East for a distance of 229.87 feet to a 5/8" iron pin set; thence South 70° 37' 39" East for a distance of 275.00 feet to the **POINT OF BEGINNING**, containing 1.6415 acres (71,506 square feet), more or less.

The reference meridian for the above description is based on monuments found in Book 3674 at Page 277.

SO RESOLVED by the Mayor and Board of Aldermen of the City of Ridgeland, Madison County, Mississippi, at a regular meeting held on ____ day of _____, 2019.

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

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 carried and the Resolution adopted.

The foregoing Resolution is approved, this the ____ day of _____, 2019.

Gene F. McGee, Mayor of the City of
Ridgeland, Mississippi

Attest:

Paula Tierce, City Clerk

[S E A L]



police department

October 9, 2019

TO: Mayor & Board of Aldermen

FROM: John R. Neal, Chief of Police 

SUBJECT: Special Event – Fleet Feet Sports (Turkey Day 8K)

I have attached a request for a Special Event Permit from Chris Walker with Fleet Feet Sports. This event is their annual Turkey Day 8K race scheduled Thursday, November 28, 2019 from 7:00 a.m. to 10:00 a.m. at Trace Station located at 500 Highway 51. The race route is attached for your review.

Mr. Walker is expecting a crowd of approximately 1200 and Fleet Feet Sports will be open for use of its facilities as well as portable restrooms on-site to accommodate participants. Fleet Feet Sports staff and volunteers will be responsible for setting up and cleaning up upon conclusion of this event.

This event will not generate overtime for the police department and on-duty personnel will be available to assist with traffic control at intersections along the race route which is attached for your review. The City of Madison will work the intersection at Ridgecrest Drive and move all racers to the east side of the road onto the trail.

Checks in the amounts of \$100.00 and \$1,000.00 representing requisite filing fee and bond money are attached along with the application for Permit to Play On-Premises Music.

Your consideration and approval will be greatly appreciated.

CC: Lt. Tony Willridge

Attachments (2)



CITY OF RIDGELAND
SPECIAL EVENT PERMIT APPLICATION
(Please allow minimum 3 weeks for approval)



EVENT NAME: FLEET FEET TURKEY DAY 8K

EVENT LOCATION: FLEET FEET

EVENT DATE: Beginning 11/28/19 to Ending 11/28/19 Multiple Days: ☐ YES ☒ NO

EVENT HOURS: Beginning 7:00 Am to Ending 10:00 Am

TYPE OF EVENT: RUNNING/WALKING

EVENT POINT OF CONTACT: CHRIS WALKER CELL NUMBER: 662-312-7419
(This person must remain on scene during the entire event)

NAME OF ORGANIZATION: FLEET FEET

ADDRESS: 500 HWY 51 SUITE 2 CITY/STATE/ZIP: RIDGELAND, MS

ESTIMATED CROWD SIZE: 1200 NUMBER OF EVENT PERSONNEL: 30-35

ARRANGEMENTS FOR RESTROOM FACILITIES: ☒ YES ☐ NO LOCATION: INSIDE FLEET FEET AND SEVERAL ^{PART-O-} POTTIES

ARRANGEMENTS FOR SITE CLEAN-UP: ☒ YES ☐ NO DETAILS: EVENT STAFF WILL PICK UP ALL TRASH

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): FLEET FEET

POLICE/SECURITY PERSONNEL REQUIRED: YES ☒ Police Dept. Assigned ☐ Self-Hired ☐ Not Applicable
FOR TRAFFIC CONTROL

Applicant Printed Name: CHRIS WALKER Contact Number: 662-312-7419

Applicant Signature: Chris Walker Date: 9/27/19

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 Department and/or Public Works Department 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 3 weeks 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 9/27/19 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 10-15-19.

Chief of Police or Designee: [Signature] DATE: 09 OCT 2019
Number of Overtime Officers: 0 Estimated OT Cost: 0



CITY OF RIDGELAND
APPLICATION FOR
PERMIT TO PLAY ON PREMISES MUSIC
(Please allow minimum 3 weeks for approval)



DATE OF APPLICATION: 9/27/19

EVENT NAME: CHRIS WALKER

EVENT LOCATION: FLEET FEET

DESCRIPTION OF ON-PREMISES ACTIVITY: 8K RUN/WALK FOLLOWED BY AWARDS CEREMONY

DATE OF ACTIVITY: Beginning 11/28/19 to Ending 11/28/19

HOURS OF ACTIVITY: Beginning 7:00 Am to Ending 10:00 Am

ACTIVITY POINT OF CONTACT: CHRIS WALKER CELL NUMBER: 662-312-7419
(This person must remain on scene during the entire event)

NAME OF ORGANIZATION: FLEET FEET

ADDRESS: 500 HWY 51 SUITE 2 CITY/STATE/ZIP: RIDGELAND, MS 39157

MAXIMUM NOISE LEVEL (In Decibels) TO BE EMITTED AT NEAREST PREMISES BOUNDARY: 80 DcB

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: _____

THERE ARE NO RESIDENCES WITHIN 400 YARDS OF THE EVENT LOCATION, AND
NO OTHER BUSINESSES ARE OPEN DURING THIS TIME

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

Applicants Signature: [Signature] Date: 9/27/19

☒ APPROVED
☐ DENIED

Chief of Police or Designee: [Signature]
Date: 09 OCT 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.

Turkey Day 8K- November 28, 2019 (7:00 AM Start)

Details for event permit

Parking and Traffic Control- The Trace Station parking lot and surrounding parking lots will be used for parking. None of the businesses are open at this time. We will need traffic control on Hwy 51 and major intersections. A course map is attached.

Race Course- The race begins on Hwy 51 in the right northbound lane. It takes a right on McClellan and then takes a right on Old Canton. Runners will run along the sidewalk of Old Canton. After going under the Natchez Trace bridge, it takes a left onto the Multi-use trail, and loops back over Old Canton. It takes a right on Jackson St, and then left to finish in the Trace Station parking lot.

LEGEND

Mile Marker

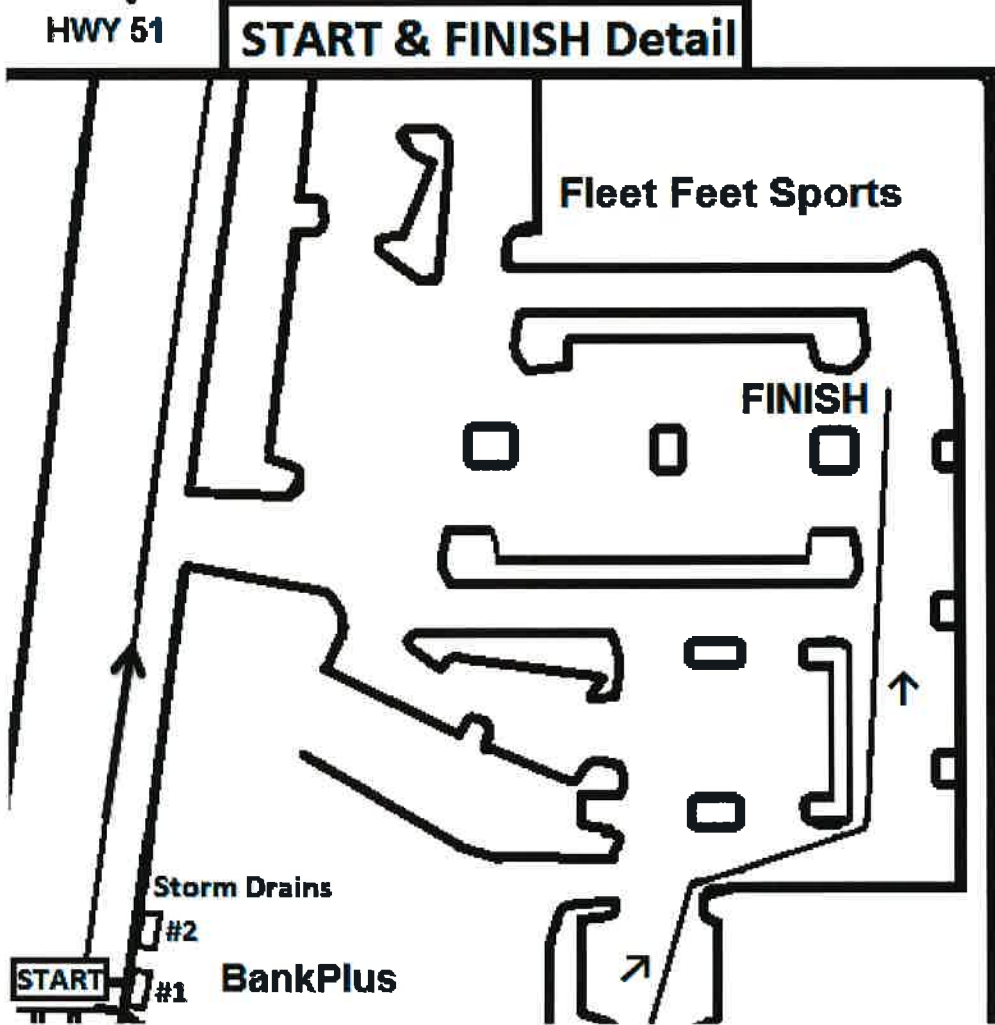
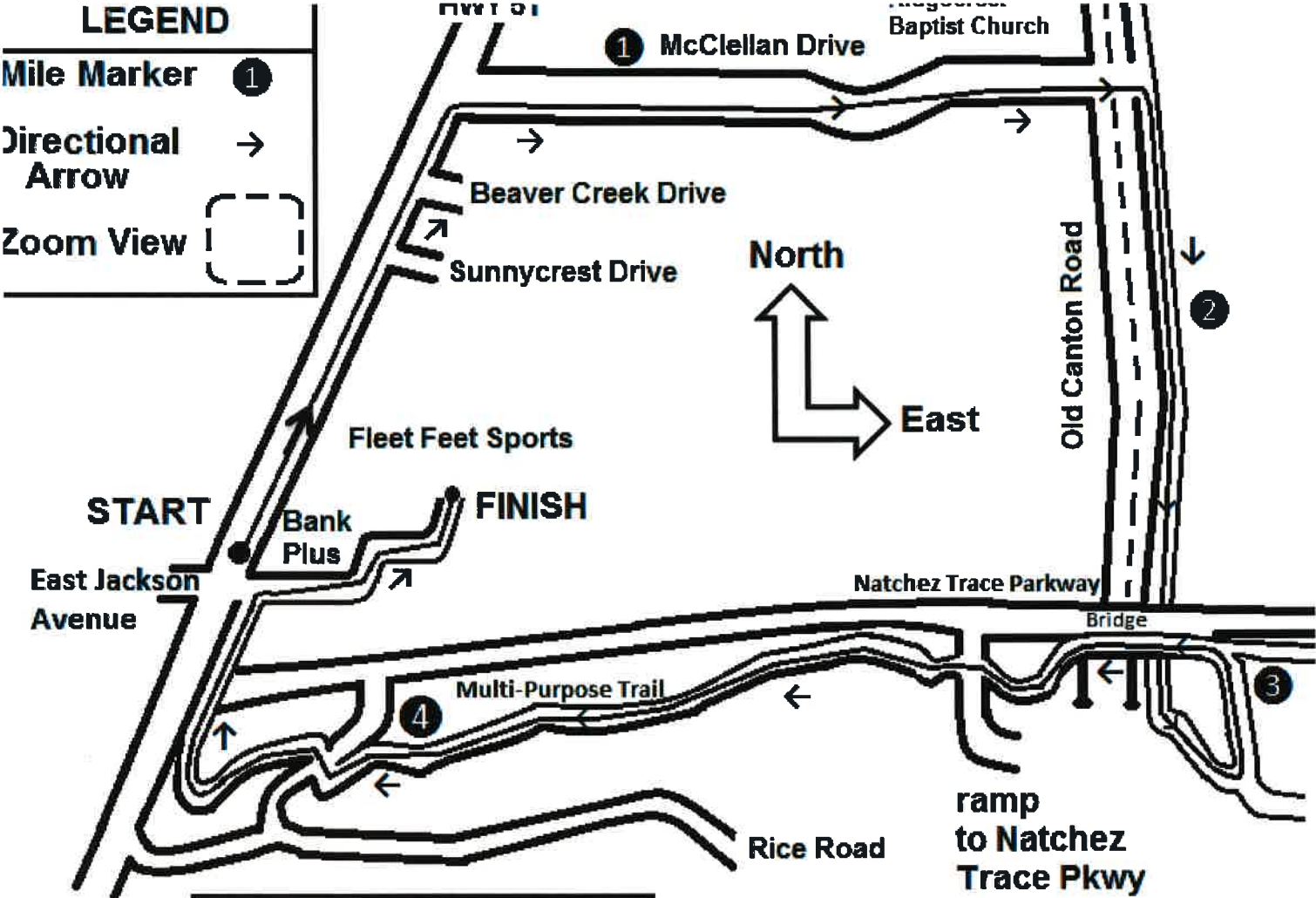
1

Directional Arrow

→

Zoom View

[]



Restrictions	Participants are restricted to the sidewalk on the East side of Old Canton Road.
START	On HWY 51 heading North. Middle of the 1st drain north of the intersection of HWY 51 and East Jackson Street. ?? ft north of the traffic light pole located on the east side of HWY 51 next to BankPlus.
Mile 1	On McClellan Road heading East.
Mile 2	On the sidewalk parallel to Old Canton Road heading South.
Mile 3	On the multipurpose trail heading West.
Mile 4	On the multipurpose trail heading West.
FINISH	In the parking lot heading North

**POST ASSIGNMENT
FLEET FEET TURKEY DAY 8K
NOVEMBER 28, 2019**

OFFICER	BADGE #	PATROL CAR	POST ASSIGNMENT	POST #
Kelly Chapin	85	M/C	Command	Rover
Beat 93	[Officers to be assigned by Command]	TBA	Hwy 51/E. Jackson	1
Beat 5		TBA	Hwy 51/Ridgeland Ave.	2
Beat 6		TBA	Natchez Trace South Ramp	3
Beat 92		TBA	Hwy 51/ McClellan drive	4/5
Beat 5		TBA	Natchez Trace/Ramp to Rice Road	5

Race begins at 0700 hours and should end at 0930 hours

Post1

Officer will block the right northbound lane of Highway 51 at the beginning of the race to ensure participants safety, then follow the last participant.

Post2

Officer will work traffic to ensure traffic does not interfere with the participants as they make their way through the intersection.

Post 3

Officer will work traffic at this intersection so there is no interference as the participants cross over the Natchez Trace ramp via Multi-Purpose Trail. Officer will notify when the last participant has passed him/her.

Post 4/5

Officer will work intersection to ensure that no traffic interferes with the participants as they turn right from Hwy 51 onto McClellan Drive. Once the last participant gets onto McClellan Drive officer will move to the Natchez Trace ramp off Rice Road entrance where the Multi-Purpose trail crosses to ensure the safety of the participants.

**MRJTDC, LLC
DBA FLEET FEET SPORTS**

500 HIGHWAY 51 SUITE Z
RIDGELAND, MS 39157
601-899-9696

3735

85-164/653
04

DATE

9/27/19

CHECK ARMOR

PAY
TO THE
ORDER OF

CITY OF RIDGELAND

\$ 100.00

ONE HUNDRED AND 00/100

DOLLARS

Security
Features
Details on
Back

River Hills Bank

Port Gibson • Vicksburg • Madison
www.riverhillsbank.com

FOR TURKEY DAY BK PERMIT APP.

Chill

MP

⑈003735⑈ ⑆065301647⑆ 675 493 1⑈

**MRJTDC, LLC
DBA FLEET FEET SPORTS**

500 HIGHWAY 51 SUITE Z
RIDGELAND, MS 39157
601-899-9696

3736

85-164/653
04

DATE

9/27/19

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FOR TURKEY DAY BK BOND FEE

Chill

MP

⑈003736⑈ ⑆065301647⑆ 675 493 1⑈



police department

October 8, 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 from Julie Darling with Township of Colony Park. This event is Movies in the Park scheduled Saturday, October 26, 2019 from 4:30 p.m. until 9:00 p.m. to be held on the grassy plot just north of the lake in the Township at Colony Park.

Ms. Darling is expecting approximately 300 participants who will be allowed to bring their pets. Portable restrooms will be available on site to accommodate participants and Kerioth Corporation 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 Permit to Play On-Premises Music.

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.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



CITY OF RIDGELAND
SPECIAL EVENT PERMIT APPLICATION



(Please allow minimum 30 days for approval)

EVENT NAME: Movies On The Park

EVENT LOCATION: The Township at Colony Park

EVENT DATE: Beginning Oct. 26 to Ending Oct 26 Multiple Days: ☐ YES ☐ NO

EVENT HOURS: Beginning 4:30 pm to Ending 9:00 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: Kerioth Corp

ADDRESS: 361 Township Ave Suite 200 CITY/STATE/ZIP: Ridgeland, MS 39157

ESTIMATED CROWD SIZE: 300 NUMBER OF EVENT PERSONNEL: 5

ARRANGEMENTS FOR RESTROOM FACILITIES: ☐ YES ☐ NO LOCATION: Parking lot 1067 Highland Colony Parkway

ARRANGEMENTS FOR SITE CLEAN-UP: ☐ YES ☐ NO DETAILS: Clean Up by Kerioth Corp

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

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): TrustCare at The Township

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: 2019.09.23 10:54:33 -05'00' Date: 9/23/19

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.
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- 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 9/25/19 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 10-15-19.

Chief of Police or Designee: [Signature] DATE: 09 OCT 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: 9/23/19

EVENT NAME: Movies In The Park

EVENT LOCATION: 1067 Highland Colony Parkway at The Township

DESCRIPTION OF ON-PREMISES ACTIVITY: Movies in the Park

DATE OF ACTIVITY: Beginning Oct 26 to Ending Oct 26

HOURS OF ACTIVITY: Beginning 6:30 pm to Ending 9:00 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, MS 39157

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 event has taken place many times and there have been no issues

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

Applicants Signature: Julie Darling Digitally signed by Julie Darling Date: 2019.09.23 10:58:44 -05'00' Date: 9/23/19

☒ APPROVED

☐ DENIED

Chief of Police or Designee: [Signature]

Date: 09 OCT 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

2678

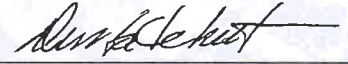
Pay: **** ONE HUNDRED AND 00/100 DOLLARS

09/25/19

\$*****100.00

TO THE
ORDER OF

City of Ridgeland
PO Box 217
Ridgeland, MS 39158





THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE - RED IMAGE DISAPPEARS WITH HEAT.

⑈000002678⑈ ⑆065300279⑆ 1002043982⑈

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

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

2677

Pay: **** ONE THOUSAND AND 00/100 DOLLARS

09/25/19

\$***1,000.00

TO THE
ORDER OF

City of Ridgeland
PO Box 217
Ridgeland, MS 39158





THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE - RED IMAGE DISAPPEARS WITH HEAT.

⑈000002677⑈ ⑆065300279⑆ 1002043982⑈

RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF TAXABLE TAX INCREMENT LIMITED OBLIGATION BONDS, SERIES 2019 (HIGGINBOTHAM AUTOMOTIVE PROJECT), OF THE CITY OF RIDGELAND, MISSISSIPPI (THE "CITY"), IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000) TO RAISE MONEY FOR THE PURPOSE OF PAYING ALL OR A PART OF THE COST OF THE INFRASTRUCTURE IMPROVEMENTS (AS HEREINAFTER DEFINED), FUNDING A RESERVE FUND, IF NECESSARY, AND PAYING COSTS OF ISSUANCE.

WHEREAS, the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi, acting for and on behalf of said City of Ridgeland, Mississippi (the "**Governing Body**" of 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 21-45-1 through 21-45-21, Mississippi Code of 1972, as amended.

"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.

"Assessment Certificates" shall mean together the City Assessment Certificate and the County Assessment Certificate.

"Authorized Officer" means the Mayor, the Clerk 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 Taxable Tax Increment Limited Obligation Bonds, Series 2019 (Higginbotham Automotive Project) of the City authorized and directed to be issued in the Bond Resolution.

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

"Bond Purchase Agreement" shall mean the Bond Purchase Agreement (Private Placement) by and between the City and the purchaser, to be dated the date of the sale of the Bonds to the Purchaser by the City.

"Bond Year" shall mean year ending July 1 each year.

"Bond Resolution" shall mean together this Resolution and the Sales Parameter Resolution.

"Captured Assessed Value" shall mean the incremental increase in assessed value of the real and personal property within the District Property when the Original Assessed Value is subtracted from the Current Assessed Value as of January 1, 2018 and each January 1 thereafter, all as set forth in the annual Assessment Certificate of the County Tax Assessor and/or the Clerk of the City.

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

"City Assessment Certificate" shall mean the Assessment Certificate of the City Clerk as required by Section 21-45-21, Mississippi Code of 1972, as amended, under which the Clerk, on behalf of the City will certify as to the value of the Original Assessed Value, Current Assessed Value and Captured Assessed Value as each relates to the District Property and the Redevelopment Project, which Assessment Certificate further sets forth the estimated amount of additional ad valorem tax available for City's portion of the debt service on the Bonds.

"City Tax Increment Redevelopment Plan" or "City Redevelopment Plan" shall mean the Tax Increment Financing Redevelopment Plan, City of Ridgeland, Mississippi 2003, as amended and restated October 18, 2016, and as may be further amended from time to time.

"City's Tax Increment Financing Plan" shall mean the Tax Increment Financing Plan (Higginbotham Automotive Project) City of Ridgeland, Mississippi, July 2016, adopted on July 19, 2016, and as may be amended from time to time.

"Clerk" shall mean the Clerk of the City.

"County" shall mean Madison County, Mississippi.

"County Assessment Certificate" shall mean the Assessment Certificate of the County Tax Assessor as required by Section 21-45-21, Mississippi Code of 1972, as amended, under which the County Tax Assessor, on behalf of the County will certify as to the value of the Original Assessed Value, Current Assessed Value and Captured Assessed Value as each relates to the District Property and the Redevelopment Project, which County Assessment Certificate further sets forth the estimated amount of additional ad valorem tax available for the County's portion of debt service on the Bonds.

"County Tax Increment Redevelopment Plan" or "County Redevelopment Plan" means the Tax Increment Financing Redevelopment Plan of Madison County, Mississippi 2003, as may be amended from time to time.

"County's Tax Increment Financing Plan" shall mean the Tax Increment Financing Plan (Higginbotham Automotive Project) Madison County, Mississippi, July 2016, adopted on August 15, 2016, and as may be amended from time to time.

"Current Assessed Value" shall mean the assessed value of the real property and personal property within the District Property as determined by the Madison County Tax Assessor as of January 1, 2018 and on each January 1 thereafter.

"Debt Service Reserve Requirement", if applicable, shall mean such amounts as are agreed upon by the City and the Purchaser as set forth in the Bond Purchase Agreement.

"Developer" shall mean Higginbotham Automobiles, LLC, a Mississippi limited liability company, its successors and assigns.

"Developer's Project" or "Project" shall mean the construction of a 60,000 square foot, state of the art Mercedes-Benz dealership and related improvements, located on the District Property off Interstate 55 North, Steed Road, and Sunnybrook Road in the City.

"Development Agreement" shall mean the Development and Reimbursement Agreement dated July 19, 2016 between the Developer and the City, as approved by the Governing Body on July 19, 2016.

"District Property" shall mean the real property, including improvements and personal property located thereon, located within the City and County as more fully described and identified in the Tax Increment Financing Plans as the "Tax Increment Financing District."

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

"Infrastructure Improvements" shall mean and include, but are not necessarily limited to, acquiring and constructing improvements which may include, but not necessarily be limited to, installation and/or relocation of utilities such as water and sewer lines; construction renovation, or rehabilitation of drainage improvements, roadways, curbs, gutters, sidewalks, surface parking including retaining walls and other infrastructure necessary to develop parking; relocation of electrical lines; lighting; signalization; landscaping of rights-of-way; related architectural/engineering fees, attorney's fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs; all as defined in the Tax Increment Financing Plans.

"Interlocal Agreement" shall mean the Interlocal Cooperation Agreement between the City and County dated August 6, 2019, adopted by the City on August 6, 2019 and by the County on August 5, 2019, and as may be from time to time amended, which agreement provides for the pledge of tax revenues derived from their respective ad valorem tax levies on the Captured Assessed Value of the real and personal property of the City and the County comprising the District Property and Redevelopment Project to secure and provide for the payment of the principal of and interest on the Bonds.

"Mayor" shall mean the Mayor of the City.

"Original Assessed Value" shall mean the assessed value of the real property, including personal property located thereon, located within the District Property as of January 1, 2016, as certified by the County Tax Assessor and/or the Clerk of the City and as defined in Section 21-45-21 of the Act.

"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, trust or unincorporated organization and a government or agency or political subdivision thereof.

"Purchaser" shall mean the purchaser of the Bonds, as identified in the Bond Purchase Agreement.

"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.

"Redevelopment Plans" shall mean together the City Redevelopment Plan and the County Redevelopment Plan.

"Redevelopment Project" shall mean together the Developer's Project and the Infrastructure Improvements.

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

"Reserve Fund" shall be that debt service reserve fund for the Bonds, if required by the Purchaser as set forth in the Bond Purchase Agreement, into which the City will deposit its portion of the Tax Increment Surplus until the balance in the Reserve Fund equals the Debt Service Reserve Requirement and as such is provided for in Section 13 hereof.

"Resolution" shall mean this resolution.

"Sales Parameter Resolution" shall mean the sales resolution adopted by the Governing Body on October 15, 2019 approving the sale of the Bonds to the Purchaser, approving the maturity schedule for the Bonds, and other related matters.

"Sales Tax Diversion" means the added increments of sales tax revenue rebated to the City by the State of Mississippi arising out of and generated by the Redevelopment Project.

"Tax Increment" shall mean (a) the added increments of City and County ad valorem tax revenue resulting from the taxation of the Captured Assessed Value of the real and personal property by the City and the County contained within the District Property and forming a part of the Redevelopment Project but shall not include ad valorem taxes for school district purposes, and (b) the Sales Tax Diversion, which (a) and (b) shall be necessary and sufficient to pay the principal of and interest on the Bonds issued by the City for the Redevelopment Project, fund the Reserve Requirement together with the annual fees and expenses of the Paying Agent.

"Tax Increment Financing Plans" shall mean together the City's Tax Increment Financing Plan and the County's Tax Increment Financing Plan.

"Tax Increment Surplus" shall mean the remainder of the Tax Increment, if any, after deducting the amounts necessary for debt service due and any amounts necessary to fund the Debt Service Reserve Requirement together with the annual fees and expenses of the Paying Agent, which surplus shall be returned to or withheld by the City and County, as applicable, and used for any lawful purpose as authorized by Section 21-45-21 of the Act.

"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 Taxable Tax Increment Limited Obligation Bonds, Series 2019 (Higginbotham Automotive Project), 2019 Bond Fund provided for in Section 12 hereof.

"2019 Construction Fund" shall mean the City of Ridgeland, Mississippi Taxable Tax Increment Limited Obligation Bonds, Series 2019 (Higginbotham Automotive Project), 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. The City of Ridgeland, Mississippi, a municipality as defined in Title 21, Chapter 45, Section 3, Mississippi Code of 1972, as amended, is authorized and empowered by the Constitution and Statutes of the State of Mississippi, including the Act, to undertake and carry out redevelopment projects within an area determined by the Governing Body of the City to be in need of development and/or redevelopment and designated as appropriate for a redevelopment project, in accordance with Redevelopment Plans and Tax Increment Financing Plans adopted by the Governing Body of the City and the Board of Supervisors of the County, as applicable.

3. Said redevelopment projects may include:

(a) to acquire the redevelopment area, including lands, structures or improvements the acquisition of which is necessary or incidental to the proper clearance, development or redevelopment of such areas or to the prevention of the spread or recurrence of slum conditions or conditions of blight;

(b) to clear the redevelopment area by demolition or removal of existing buildings, structures, streets, utilities or other improvements thereon and to install, construct or reconstruct streets, utilities, bulkheads, boat docks and site improvements essential to the preparation of sites for uses in accordance with the Redevelopment Plans and public improvements to encourage private redevelopment in accordance with the Redevelopment Plans; or

(c) to sell or lease property acquired by the City as part of the Redevelopment Project for not less than its fair value for uses in accordance with the Redevelopment Plans to retain property or public improvements for public use in accordance with the Redevelopment Plans.

(d) The "Redevelopment Project" may also include the preparation of the Redevelopment Plans, the planning, survey and other work incident to the Redevelopment Project and the preparation of all plans and arrangements for carrying out the Redevelopment Project, and the relocation of businesses and families required under applicable law.

4. The Governing Body of the City in 2003 approved the City Redevelopment Plan in the manner required by the Act and amended and restated it in 2016. Following required notices and public hearings, and in accordance with the Act, the City's Tax Increment Financing Plan was adopted by the Governing Body on July 19, 2016. The Board of Supervisors of the County approved the County Redevelopment Plan in the manner required by the Act in 2003. The County's Tax Increment Financing Plan, after required notices and public hearings, and in accordance with the Act, was approved August 15, 2016 by the Board of Supervisors of the County.

5. The Governing Body of the City and the Board of Supervisors of the County are authorized and empowered by the Constitution and statutes of the State of Mississippi, including the Act, to enter into the Interlocal Agreement to provide for the pledge of all or portions of their respective Tax Increment to secure and provide for the payment of the principal of and interest on the Bonds. The Governing Body of the City and the Board of Supervisors of the County, on August 6, 2019 and August 5, 2019, respectively, approved and adopted the Interlocal Agreement. The Interlocal Agreement was approved by the Mississippi Attorney General and filed of record as required by law. The Interlocal Agreement provides that the County will pledge, divert and pay to the City that portion of the Tax Increment collected by the County sufficient to pay the County's portion of the debt service on the Bonds.

6. The City, to the greatest extent it determines to be feasible, shall afford maximum opportunity, consistent with the sound needs of the City as a whole, to the rehabilitation or redevelopment of the redevelopment area by private enterprise. In order to utilize appropriate private or public resources to eliminate and prevent the development or spread of slums and urban blight, to encourage needed urban rehabilitation, to provide for the redevelopment of slum and blighted areas, and to achieve the objectives of the Redevelopment Plans, the City shall encourage rehabilitation and clearance and redevelopment within the redevelopment area by: (1) carrying out a program of voluntary repair and rehabilitation of buildings or other improvements in accordance with the Redevelopment Plans, including, from time to time, making loans to defray all or part of the costs (including costs of acquiring real estate) of repairing and rehabilitating buildings or other improvements in accordance with the Redevelopment Plans; and (2) making loans, from time to time, to defray all or part of the costs of acquiring real property, demolishing and removing buildings and improvements, and constructing improvements (including buildings) in the redevelopment area in accordance with the Redevelopment Plans. Such loans shall be made in accordance with the requirements under the General Plan as defined in the Redevelopment Plans. The City shall also have full authority to issue tax increment bonds for the purpose of completing all of or a part of the Infrastructure Improvements in accordance with the Tax Increment Financing Plans.

7. The City desires to issue and sell the Bonds for the purpose of financing the cost of the Infrastructure Improvements, funding the Reserve Fund, if necessary, funding capitalized interest, if necessary, and paying issuance costs in accordance with the Redevelopment Plans and the Tax Increment Financing Plans.

8. As an inducement to the City to issue the Bonds and to apply the proceeds of such Bonds to fund the cost of constructing the Infrastructure Improvements, funding the Reserve Fund, if necessary, funding capitalized interest, if necessary, and paying costs of issuance, it is contemplated by the City that a portion of the City's Tax Increment collected with respect to the Redevelopment Project shall, together with the County's portion of the County's Tax Increment, be dedicated to and sufficient for the payment of principal of and interest on the Bonds and, with respect to the City's Tax Increment, to fund the Reserve Fund.

9. The Governing Body will not provide for the issuance of additional bonds payable from the Tax Increment.

10. The Governing Body is authorized and empowered by the provisions of the Act to issue the Bonds in the form and manner hereinafter provided for by the Act.

11. 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. (a) 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, the Bond Resolution shall constitute a contract between the City and the Registered Owners from time to time of the Bonds.

(b) For the purpose of effecting and providing for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue, there is hereby irrevocably pledged:

the avails of the Tax Increment authorized herein as the same is received; and

the amounts held on behalf of the City in the funds and accounts established herein, namely the 2019 Construction Fund, the Reserve Fund and the 2019 Bond Fund.

Should there be a failure in any year to comply with the requirements of this subsection (b), such failure shall not impair the right of the Registered Owners of any of the Bonds to subsequently receive payments of principal of and interest on the Bonds from the avails of the Tax Increment or amounts in the funds and accounts named in this subsection (b).

The pledge made herein and the covenants and agreements herein set forth to be performed on behalf of the City 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 not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000) to raise money for the Infrastructure Improvements, funding the Reserve Fund, if necessary, funding capitalized interest, if necessary, and paying costs of issuance as authorized by the Act.

SECTION 3. 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.

The Bonds shall be registered as to both principal and interest; shall be dated the date of delivery, 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; shall be payable on annually or semiannually on dates specified in the Sales Parameter Resolution and the Bond Purchase Agreement (each an "**Interest Payment Date**"); and shall mature and become due and payable on in the principal amounts as set forth in the Sales Parameter Resolution and Bond Purchase Agreement.

The Bonds are subject to mandatory redemption on any Interest Payment Date, in inverse order of maturity, from funds transferred to the 2019 Bond Fund from the 2019 Construction Fund representing excess funds not utilized for the Infrastructure Improvements remaining in the 2019 Construction Fund; provided, however, if the moneys transferred from the 2019 Construction Fund to the 2019 Bond Fund total less than \$5,000, such moneys shall be used on the following Interest Payment Date for the Bonds to pay interest or principal and interest due on the Bonds.

The Bonds are subject to optional redemption prior to their stated dates of maturity, at par, plus accrued interest to the date of redemption at any time, or at such times as are set forth in the Bond Purchase Agreement.

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, for which the payment of sufficient moneys or, to the extent permitted by the laws of the State of Mississippi, (i) 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**"), (ii) certificates of deposit or municipal obligations fully secured by Government Obligations, (iii) 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, (iv) State and Local Government Series ("**SLGS**") Securities, and (v) 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 Bond Resolution 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 4. 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 each of the Bonds, over her manual or facsimile signature and manual or facsimile seal, her certificate in substantially the form set out in Section 6.

The Bonds shall be executed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the City 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.

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 each of the Bonds.

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

(a) 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

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

(c) 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.

Bonds, blank as to denomination, rate of interest, date of maturity and numbered 1 upward 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 number 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 5. The City will appoint the Paying and Transfer Agent for the Bonds after receiving the recommendation of the Purchaser. The Paying 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.

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.

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.

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.

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.

In the event of a change of Agents, the predecessor Agent shall cease to be custodian of any funds held pursuant to the 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.

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.

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.

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.

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.

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 the Bond Resolution.

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 5(d)(iv) hereof.

SECTION 6. The Bonds shall be in substantially the following form, with such appropriate variations, omissions and insertions as are permitted or required by the Bond Resolution:

[BOND FORM]

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

CITY OF RIDGELAND

TAXABLE TAX INCREMENT LIMITED OBLIGATION BOND

SERIES 2019

(HIGGINBOTHAM AUTOMOTIVE PROJECT)

NO. _____ \$ _____

Rate of Interest Maturity Date of Original Issue CUSIP NO.

_____, 20__

Registered Owner:

Principal Amount: _____ **DOLLARS**

The City of Ridgeland, State of 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 Taxable Tax Increment Limited Obligation Bonds, Series 2019 (Higginbotham Automotive Project) (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 November 1 of each year (each an "**Interest Payment Date**"), commencing November 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 each 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 not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000) to raise money for the purpose of paying the cost of constructing the Infrastructure Improvements, funding the Reserve Fund and paying costs of issuance (as hereinafter defined).

This Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 21-45-1 through 21-45-21, Mississippi Code of 1972, as amended, and by the further authority of proceedings duly had by the Governing Body of the City, including resolutions adopted on October 15, 2019 (together the "**Bond Resolution**").

The Bonds are subject to mandatory redemption on any Interest Payment Date, in inverse order of maturity, from funds transferred to the Bond Fund from the 2019 Construction Fund representing excess funds not utilized for the Infrastructure Improvements remaining in the 2019 Construction Fund; provided, however, if the moneys transferred from the 2019 Construction Fund to the 2019 Bond Fund total less than \$5,000, such moneys shall be used on the following Interest Payment Date for the Bonds to pay interest or principal and interest due on the Bonds.

The Bonds are subject to optional redemption prior to their stated dates of maturity, at par, plus accrued interest to the date of redemption at any time, or at such times as are set forth in the Bond Purchase Agreement.

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 and will continue to be payable as to principal and interest out of and secured by the Tax Increment as defined hereinafter, and as described in the City's Tax Increment Financing Plan and the County's Tax Increment Financing Plan. **THE BONDS WILL CONSTITUTE LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE TAX INCREMENT, AS HEREINAFTER DEFINED, AND FROM OTHER MONIES PLEDGED THEREFOR. NEITHER THE FAITH, CREDIT OR TAXING POWER OF THE CITY OR COUNTY, NOR THE FAITH, CREDIT, OR TAXING POWER OF THE STATE OF MISSISSIPPI OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS.**

The City has further pledged funds available in the Reserve Fund, if applicable.

"Captured Assessed Value" shall mean the incremental increase in assessed value of the real and personal property within the District Property when the Original Assessed Value is subtracted from the Current Assessed Value as of January 1, 2018 and each January 1 thereafter, all as set forth in the annual Assessment Certificate of the County Tax Assessor and/or the Clerk of the City.

"City's Tax Increment Financing Plan" shall mean the Tax Increment Financing Plan (Higginbotham Automotive Project) City of Ridgeland, Mississippi, July 2016, adopted on July 19, 2016, and as may be amended from time to time.

"County's Tax Increment Financing Plan" shall mean the Tax Increment Financing Plan (Higginbotham Automotive Project) Madison County, Mississippi, July 2016, adopted on August 15, 2016, and as may be amended from time to time.

"Current Assessed Value" shall mean the assessed value of the real property and personal property within the District Property as determined by the Madison County Tax Assessor as of January 1, 2018 and on each January 1 thereafter.

"Debt Service Reserve Requirement", if applicable, shall mean such amounts as are agreed upon by the City and the Purchaser as set forth in the Bond Purchase Agreement.

"Developer's Project" or "Project" shall mean the construction of a 60,000 square foot, state of the art Mercedes-Benz dealership and related improvements, located on the District Property off Interstate 55 North, Steed Road, and Sunnybrook Road in the City.

"Infrastructure Improvements" shall mean and include, but are not necessarily limited to, acquiring and constructing improvements which may include, but not necessarily be limited to, installation and/or relocation of utilities such as water and sewer lines; construction renovation, or rehabilitation of drainage improvements, roadways, curbs, gutters, sidewalks, surface parking including retaining walls and other infrastructure necessary to develop parking; relocation of electrical lines; lighting; signalization; landscaping of rights-of-way; related architectural/engineering fees, attorney's fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs; all as defined in the Tax Increment Financing Plans.

"Original Assessed Value" shall mean the assessed value of the real property, including personal property located thereon, located within the District Property as of January 1, 2016, as certified by the County Tax Assessor and/or the Clerk of the City and as defined in Section 21-45-21 of the Act.

"Redevelopment Project" shall mean together the Developer's Project and the Infrastructure Improvements.

"Reserve Fund" shall be that debt service reserve fund for the Bonds, if required by the Purchaser as set forth in the Bond Purchase Agreement, into which the City will deposit its portion of the Tax Increment Surplus until the balance in the Reserve Fund equals the Debt Service Reserve Requirement and as such is provided for in Section 13 of the Bond Resolution.

"Sales Tax Diversion" means the added increments of sales tax revenue rebated to the City by the State of Mississippi arising out of and generated by the Redevelopment Project.

"Tax Increment" shall mean (a) the added increments of City and County ad valorem tax revenue resulting from the taxation of the Captured Assessed Value of the real and personal property by the City and the County contained within the District Property and forming a part of the Redevelopment Project but shall not include ad valorem taxes for school district purposes, and (b) the Sales Tax Diversion, which (a) and (b) shall be necessary and sufficient to pay the principal of and interest on the Bonds issued by the City for the Redevelopment Project, fund the Reserve Requirement together with the annual fees and expenses of the Paying Agent.

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 limited 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.

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, as of the _____ day of _____, 2019.

CITY OF RIDGELAND, MISSISSIPPI

Mayor

COUNTERSIGNED:

City Clerk

(seal)

There shall be printed in the lower left portion of the face of 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 City of Ridgeland, Mississippi Tax Increment Limited Obligation Bonds, Series 2019 (Higginbotham Automotive Project).

as Transfer Agent

BY: _____
Authorized Officer

Date of Registration and Authentication: _____

There shall be printed on the reverse of 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
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.

(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 _____,
_____, Mississippi, 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, 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: _____

SECTION 7. 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 8. 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 tax upon all of the taxable real and personal property of the City and the real property of the County within the geographical limits of the District Property in such amounts as shall provide for the principal and interest as the same respectfully matures and accrues. All or any portion of the receipts from the levy and collection of said ad valorem tax shall be withheld by the tax collector of each the City and the County, and/or by any other tax collecting agency authorized by law for the collection of said taxes, who shall pay over all such Tax Increment to the Clerk to the credit of the 2019 Bond Fund created pursuant to Section 12 hereof and to the Reserve Fund that portion necessary to fund the Debt Service Reserve Requirement all as further provided in Section 13 hereof; provided, however, pursuant to the terms of the Interlocal Agreement, the County shall remit its Tax Increment annually not less than thirty (30) days prior to each Interest Payment Date for the Bonds. Any such moneys so paid to the Clerk to the credit of the 2019 Bond Fund shall be expended only as provided in Section 12 hereof. The Tax Increment Surplus, if any, shall be transferred to the City and County, as applicable, in a pro rata amount based on the amount of their Tax Increment deposited in the 2019 Bond Fund for deposit to their general funds and used for any purpose authorized by law including the Act; provided, however, if a Reserve Fund is required by the Purchaser, such Tax Increment Surplus shall be used to fund the Reserve Fund until the balance in the Reserve Fund equals the Debt Service Reserve Requirement and expended as set forth in Section 13 hereof, and if the balance in the Reserve Fund equals the Debt Service Reserve Requirement, the City's and County's respective pro rata amount of the Tax Increment Surplus can be retained respectively by the City and County.

SECTION 9. 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 the 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 the 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 10. 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.

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 11. 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.

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 the Bond Resolution.

SECTION 12. (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) Capitalized interest, if any, from the proceeds of the Bonds;
- (iii) The avails of any of the ad valorem taxes collected pursuant to Section 8 hereof subject to the limitation as described in sub-section (b) below;
- (iv) Funds transferred from the Reserve Fund pursuant to sub-section (b) below;
- (v) Any income received from investment of monies in the 2019 Bond Fund; and
- (vi) 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) The Clerk shall deposit all moneys, including but not limited to the Tax Increment portion of the receipts, but excluding the proceeds of the Bonds to be deposited in the 2019 Construction Fund and Reserve Fund and the Tax Increment Surplus, into the 2019 Bond Fund. The City shall deposit in the 2019 Bond Fund an amount equal to the amount necessary to make each principal and interest payment date together with the annual fees and expenses of the Paying Agent. The source of such funds shall be limited to the Tax Increment portion of the ad valorem tax receipts and the Reserve Fund. The City shall first apply the Tax Increment to the payment of the Bonds, and secondly, apply funds in the Reserve Fund to the payment of the Bonds.

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 13. The City hereby establishes the Reserve Fund if required by the Purchaser in the Bond Purchase Agreement, which shall be maintained with a qualified depository. If applicable, the City shall deposit into the Reserve Fund funds as follows: (i) such from the proceeds of the Bonds as may be required under the Bond Purchase Agreement; and (ii) funds identified as the City's Tax Increment Surplus and County's Tax Increment Surplus until such time as such Reserve Fund balance equals the Debt Service Reserve Requirement and at such time as the balance in the Reserve Fund equals the Debt Service Reserve Requirement the City and County according to their percentage contribution thereto shall withhold and use such Tax Increment Surplus as provided herein. On or before five days prior to each Interest Payment Date, the City shall transfer monies to the 2019 Bond Fund to the extent there is insufficient funds deposited therein to make the payment debt service for the Bonds on the next Interest Payment Date.

SECTION 14. The City hereby establishes the 2019 Construction Fund which shall be held by the City and maintained with a qualified depository. The principal proceeds received upon the sale of the Bonds, excluding funds deposited in the Reserve Fund, 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. 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 Clerk is hereby authorized and directed to pay said costs of issuance expenses on the closing date of the Bonds, provided, however, total costs of issuance shall not exceed 3.5% of the par amount of the Bonds. The Mayor or Clerk or any other Authorized Officer is authorized to sign requisitions for the payment of costs of issuance for the Bonds to be requisitioned from the 2019 Construction Fund. The balance of the 2019 Construction Fund shall be held and dispersed to reimburse the Developer for costs incurred in connection with the Infrastructure Improvements. Any amounts which remain in the 2019 Construction Fund in amount of \$5,000 or integral multiples thereof after the completion of the Infrastructure Improvements shall be transferred to the 2019 Bond Fund and used for the mandatory redemption of Bonds as set forth herein and any amount which remain on deposit in the 2019 Construction Fund which is less than \$5,000 shall be deposited to the 2019 Bond Fund and used as permitted under State law.

SECTION 15. 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.

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.

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 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 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 interest on the Bonds is not exempt from federal income taxation. Under existing law, interest on the Bonds is exempt from present taxes imposed by the State of Mississippi and any City, municipality or other political subdivision of the State of Mississippi, except for inheritance, estate and transfer taxes.

SECTION 18. The City shall provide for the sale of the Bonds by further resolution of the Governing Body, subject to the following conditions: (1) the size of the Bond issue will not exceed \$2,500,000; (2) the Bonds will be dated the date of delivery thereof; (3) the term of the bond issue will not exceed fifteen (15) years; (4) the net interest cost of the Bonds will not exceed 5.00%; and (5) the terms and provisions of the Bonds will be in compliance with the Bond Resolution and the Act. If Bonds are issued on or after December 31, 2019, the City may by further resolution of the Governing Body change the dated dates, series designation, interest payment dates and maturity dates provided final maturity shall in no event exceed fifteen (15) years from the revised dated date. The Bonds shall provide for interest at rates that do not exceed the maximum authorized under Mississippi law.

SECTION 19. The Bonds shall be sold to a purchaser without a view for distributing said Bonds. The Purchaser of said Bonds shall be required to execute a certification at closing to the effect that the Bonds are being purchased for the account of the Purchaser without the intent to distribute. Based on the foregoing, the Bonds will be exempt from the continuing disclosure requirements of Securities Exchange Act Rule 15c-2-12.

SECTION 20. Each of the following constitutes an event of default under the 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 the 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 21. The Mayor, the Clerk and any other Authorized Officers of the Governing Body are authorized to execute and deliver such resolutions, certificates and other documents as are required for the sale, issuance and delivery of the Bonds.

SECTION 22. 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 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 the resolution adopted, on this the ____ day of _____, 2019.

GENE F. MCGEE, MAYOR

ATTEST:

PAULA TIERCE, CITY CLERK

(SEAL)

RESOLUTION APPROVING THE SALE OF NOT TO EXCEED \$2,500,000 TAXABLE TAX INCREMENT LIMITED OBLIGATION BONDS, SERIES 2019 (HIGGINBOTHAM AUTOMOTIVE PROJECT) (THE "BONDS") TO BE DATED AS OF THE DATE OF DELIVERY THEREOF AND APPROVING THE FORM OF AND EXECUTION OF A BOND PURCHASE AGREEMENT FOR THE SALE OF THE SERIES 2019 BONDS.

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. The Mississippi "Tax Increment Financing Act", Title 21, Chapter 45, Mississippi Code of 1927, as amended (the "Act"), authorizes municipalities and counties to undertake and carry out redevelopment projects as defined therein with the use of the increment financing.

2. Pursuant to the Act, the City has adopted a City Redevelopment Plan of 2016, City of Ridgeland, Mississippi (the "**City's Tax Increment Redevelopment Plan**") and a Tax Increment Financing Plan of 2016 (Higginbotham Automotive Project), adopted July 19, 2016 (the "**City's TIF Plan**") for the Higginbotham Automotive Project and Infrastructure Improvements (together, the "**Redevelopment Project**"), to be located in the TIF District, all as described and defined in the City's TIF Plan and representing a qualified project pursuant to the Act.

3. The City desires to approve the issuance of not to exceed \$2,500,000 Taxable Tax Increment Limited Obligation Bonds, Series 2019 (Higginbotham Automotive Project) to be dated the date of delivery thereof (the "**Bonds**") to provide additional funds for (i) the Infrastructure Improvements in connection with Higginbotham Automotive Project within the TIF District developed by certain developers, all as described and defined in the City's TIF Plan; (ii) pay the costs of issuance for the Bonds, (iii) fund capitalized interest, if necessary, and (iv) fund a reserve fund, if necessary.

4. The "Tax Increment" is defined as (a) the added increments of City and County ad valorem tax revenue resulting from the taxation of the Captured Assessed Value of the real and personal property by the City and the County contained within the District Property and forming a part of the Redevelopment Project but shall not include ad valorem taxes for school district purposes, and (b) the Sales Tax Diversion, which (a) and (b) shall be necessary and sufficient to pay the principal of and interest on the Bonds issued by the City for the Redevelopment Project, fund the Reserve Requirement together with the annual fees and expenses of the Paying Agent.

5. Upon receiving the recommendation of Butler Snow LLP, Ridgeland, Mississippi, Bond Counsel to the City, the City's Counsel, and Government Consultants, Inc., Financial Advisors to the City, the Governing Body desires to approve the form of the bond purchase agreement (private placement) (the "**Bond Purchase Agreement**") for the sale of the Bonds to a to be determined purchaser (the "**Purchaser**") and to authorize the Mayor and City Clerk to execute a Bond Purchase Agreement, the form of which is attached hereto, prior to the next meeting of the Governing Body.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY AS FOLLOWS:

SECTION 1. The Governing Body hereby approves the form of the Bond Purchase Agreement attached hereto as **EXHIBIT A**.

SECTION 2. The Governing Body hereby authorizes the Mayor and City Clerk to execute the Bond Purchase Agreement, acting for and on behalf of the Governing Body, for the sale of the Bonds to the Purchaser subject to the following conditions: (1) the size of the Bond issue will not exceed \$2,500,000; (2) the Bonds will be dated the date of delivery thereof; (3) the term of the Bond issue will not exceed fifteen (15) years, which term is in compliance with the provisions of the City's TIF Plan; (4) the Bonds shall provide for interest at rates that do not exceed the maximum authorized under Mississippi law; and (5) the terms and provisions of the Bonds will be in compliance with (i) the Bond Resolution adopted by the Governing Body on October 15, 2019 and (ii) Sections 21-45-1 et seq., Mississippi Code of 1972, as amended.

SECTION 3. All orders, resolutions or proceedings of this Governing Body in conflict with the provisions of this resolution shall be and are hereby repealed, rescinded and set aside, but only to the extent of such conflict.

SECTION 4. For cause, this resolution shall become effective immediately upon the adoption thereof.

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 the resolution adopted, on this the ____ day of _____, 2019.

GENE F. MCGEE, MAYOR

ATTEST:

PAULA TIERCE, CITY CLERK

(SEAL)

EXHIBIT A
FORM OF BOND PURCHASE AGREEMENT

BOND PURCHASE AGREEMENT (PRIVATE PLACEMENT)

\$2,500,000

**CITY OF RIDGELAND, MISSISSIPPI
TAXABLE TAX INCREMENT LIMITED OBLIGATION BONDS, SERIES 2019
(HIGGINBOTHAM AUTOMOTIVE PROJECT)**

Date: _____, 2019

Mayor and Board of Aldermen
City of Ridgeland, Mississippi

_____, with its principal offices located in _____, Mississippi (the "**Purchaser**"), offers to enter into this Bond Purchase Agreement (Private Placement) (this "**Agreement**") with the City of Ridgeland, Mississippi (the "**City**") which, upon the City's acceptance, will be binding upon the City and the Purchaser. This offer is made subject to acceptance by the City at or prior to the end of the day Daylight Savings Time on the date hereof and, if not so accepted, will be subject to withdrawal by the Purchaser upon written notice delivered to the City by the Purchaser at any time prior to acceptance by the City.

1. **BACKGROUND**

(a) The City will issue and sell its not to exceed \$2,500,000 principal amount of Taxable Tax Increment Limited Obligation Bonds, Series 2019 (Higginbotham Automotive Project) (the "**Bonds**"). The Bonds are being issued to provide funds for certain improvements relating to the Higginbotham Automotive Project, including, but not necessarily limited to, (i) installation and/or relocation of utilities such as water and sewer lines; construction renovation, or rehabilitation of drainage improvements, roadways, curbs, gutters, sidewalks, surface parking including retaining walls and other infrastructure necessary to develop parking; relocation of electrical lines; lighting; signalization; landscaping of rights-of-way; related architectural/engineering fees, attorney's fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs; all as defined in the Tax Increment Financing Plans; (ii) funding the 2019 Bond Reserve Fund; and (iii) paying costs of issuance for the Bonds.

(b) The Bonds will be issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 21-45-1 et seq., Mississippi Code of 1972, as amended (the "**Act**"), and by authority of proceedings duly had by the Mayor and Board of Aldermen (the "**Governing Body**") of the City, including the resolutions adopted October 15, 2019 (together the "**Bond Resolution**"). The Bonds are payable from a sufficient amount of the Tax Increment (as defined in the Bond Resolution). A sufficient amount of the Tax Increment has been pledged to pay the principal of, premium, if any, and interest on the Bonds and to make the payments into the 2019 Bond Fund provided for in the Bond Resolution (as such terms are defined in the Bond Resolution).

(c) The Bonds will contain the terms and provisions described in the Bond Resolution and will bear interest at the rates and mature on the dates all as more fully described in Paragraph 4(c) of this Agreement.

(d) No preliminary official statement, final official statement or other disclosure document will be distributed in connection with the sale and issuance of the Bonds.

2. REPRESENTATIONS OF THE CITY

The City makes the following representations, all of which will survive the purchase and offering of the Bonds:

(a) The City is a political subdivision of the State of Mississippi, duly organized and existing under the laws of the State of Mississippi.

(b) The City is authorized by the provisions of the Act and the Bond Resolution to issue the Bonds secured as set forth in the Bond Resolution.

(c) The City has complied with all provisions of the Constitution and the laws of the State of Mississippi pertaining to the issuance and sale of the Bonds, including the Act, and has full power and authority to authorize and thereafter consummate all transactions contemplated by this Agreement and the Bonds.

(d) The City has duly adopted the necessary resolutions and has duly authorized the execution of this Agreement and the issuance and sale of the Bonds, and has taken all actions and obtained all approvals necessary and appropriate to carry out the same except as set forth in Paragraph 9 of this Agreement.

(e) The City has duly authorized all necessary actions to be taken by the City for (i) the issuance and sale of the Bonds upon the terms set forth herein and in the Bond Resolution, (ii) the execution, delivery, receipt and due performance of this Agreement and the Bonds, and any and all other agreements and documents as may be required to be executed, delivered and received by the City in order to consummate the transactions contemplated hereby, and (iii) the consummation of the transactions contemplated hereby.

(f) There is no action, suit, proceeding, inquiry, investigation at law or in equity or before or by any court, public board or body pending or, to the best of the City's knowledge, threatened against or affecting the City (or any basis therefor), wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or the validity of the Bonds, this Agreement or any agreement or instrument to which the City is or is expected to be a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

(g) The execution and delivery by the City of this Agreement, the Bonds, and other agreements contemplated hereby and compliance with the provisions thereof will not conflict with or constitute, on the part of the City, a breach of or a default under any existing law, court or administrative regulation, decree or order or any agreement, indenture, mortgage, lease or other instrument to which the City is subject or by which the City is or may be bound.

(h) Any certificate signed by any of the City's authorized officers and delivered to the Purchaser shall be deemed a representation and warranty by the City to the Purchaser as to the statements made therein.

(i) To the knowledge of the City, the City is not in default, and at no time has been in default, in the payment of principal of, premium, if any, interest on, or otherwise in default with respect to bonds, notes, or other obligations which it has issued, assumed or guaranteed.

3. COVENANTS OF THE CITY

The City agrees to the following covenants, all of which will survive the purchase and offering of the Bonds and any investigations made by or on behalf of the Purchaser:

(a) The City shall apply the proceeds of the Bonds in accordance with the Bond Resolution.

(b) The City shall not take or omit to take, as may be applicable, any action which would, in any way, cause the proceeds of the Bonds to be applied in a manner contrary to the requirements of the Bond Resolution.

(c) Whether or not the sale of the Bonds by the City to the Purchaser is consummated, the City agrees that the Purchaser shall have no obligation to pay any costs or expenses incident to the performance of the obligations of the City under this Agreement.

4. PURCHASE, SALE AND DELIVERY OF THE BONDS

(a) On the basis of the representations, warranties and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions herein set forth, on the Closing Date the Purchaser agrees to purchase from the City and the City agrees to sell to the Purchaser all, but not less than all, of the Bonds for a purchase price of not to exceed \$2,500,000, representing the par amount thereof.

(b) The City will deliver the Bonds to or for the account of the Purchaser against payment of the purchase price therefor on or before November 30, 2019 unless a later date is mutually agreed by the City and the Purchaser (the "Closing Date"). The Bonds may be in printed, engraved, typewritten or photocopied form, and each such form shall constitute "definitive form."

(c) The Bonds shall be payable directly to the Purchaser; shall be dated the date of delivery thereof; shall be payable, both as to principal and interest, in lawful money of the United States of America at _____, _____, _____, said bank to act as paying agent, registrar and transfer agent for said Bonds; shall bear interest from the date thereof at the rates provided for in **ATTACHMENT A**, payable annually on such dates in each year as are specified in **ATTACHMENT A**, commencing on a date to be specified in **ATTACHMENT A**; and shall mature, subject to prior redemption, if so provided in **ATTACHMENT A**, on the dates and in the years and principal amounts set out in the **ATTACHMENT A**.

(d) In connection with the purchase, sale and delivery of the Bonds, the Purchaser represents and warrants to the City the following:

(1) the Bonds will be sold and purchased as set forth in Paragraph 4(a) hereof through a private sale;

(2) the Purchaser is not purchasing for more than one (1) account, and is purchasing the Bonds for its own account for the purpose of investment and not with a view towards distribution or resale;

(3) the Purchaser has knowledge and experience in financial and business matters and is capable of evaluating the risks and merits of purchasing the Bonds;

(4) the Purchaser has read and understands the Bond Documents (hereinafter described);

(5) the Purchaser has had an opportunity to obtain and has obtained from the City all of the information, documents and materials it regards as necessary to evaluate the merits and risks of its purchase of the Bonds;

(6) the Purchaser recognizes that Bond Counsel and counsel for the City are not responsible for any information contained in or omitted from materials regarding the City and that it does not look to Bond Counsel or counsel for the City to obtain such information on its behalf; and

(7) while the Purchaser has no present intention to resell or otherwise dispose of all or any part of the Bonds, the Purchaser assumes responsibility for disclosing all material information in compliance with all applicable federal and state securities laws in the event of its resale of the Bonds.

5. BOND DOCUMENTS

On or prior to the Closing Date, the Purchaser shall have received a copy, certified by the City Clerk of the City, of the transcript of proceedings of the Governing Body of the City in connection with the authorization, issuance, sale and validation of the Bonds and the supplemental transcript of proceedings, if applicable, regarding same. Such transcripts shall include the Bond Resolution and the form of this Agreement (collectively, the "**Bond Documents**").

6. CONDITIONS TO OBLIGATIONS OF THE PURCHASER

The obligation of the Purchaser to purchase and pay for the Bonds and the obligation of the City to sell the Bonds to the Purchaser shall be subject to the following conditions precedent:

(a) The City shall have performed all of its obligations hereunder and the statements made on behalf of the City hereunder shall be true and correct on the date hereof and on the Closing Date, as if made on the Closing Date, and the City shall deliver a certificate to such effect.

(b) Except as may have been agreed to by the Purchaser, as of the Closing Date, each of the Bond Documents and all other official actions of the City relating thereto shall be in full force and effect and shall not have been amended, modified or supplemented.

(c) The City shall have received the approving opinion of Butler Snow LLP, Bond Counsel, in form and substance acceptable to the Purchaser.

(d) The Purchaser shall have received the opinion of counsel to the City, Jerry L. Mills, Jackson, Mississippi, dated the Closing Date and addressed to the Purchaser, in form and substance acceptable to the Purchaser.

(e) Between the date of this Agreement and the Closing Date, no material adverse change shall have occurred, nor shall any development have occurred involving a prospective material and adverse change in, or affecting the affairs, business, financial condition, results of operations, prospects or properties of the City.

(f) On or prior to the Closing Date, all actions required to be taken as of the Closing Date in connection with the Bonds and the Bond Documents by the City shall have been taken, and the City shall have performed and complied with all agreements, covenants and conditions required to be performed or complied with by this Agreement, the Bonds and the Bond Documents, and the City shall deliver a certificate to such effect insofar as the foregoing actions, agreements, covenants and conditions apply, and each of such agreements shall be in full force and effect and shall not have been amended, modified or supplemented, except as has been agreed to in writing by the Purchaser.

(g) None of the events referred to in Paragraph 7, infra, of this Agreement shall have occurred.

(h) The terms and conditions set forth in **ATTACHMENT A** hereto shall have been complied with.

(i) The Purchaser shall have received a certificate, dated the Closing Date and signed on behalf of the City, to the effect that:

(1) the City has not received notice of any pending, nor to the City's knowledge is there any threatened, action, suit, proceeding, inquiry or investigation against the City, at law or in equity, by or before any court, public board or body, nor to the City's knowledge is there any basis therefor, affecting the existence of the City or the titles of its officers to their respective offices, or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or the pledge of the Tax Increment pledged or to be pledged to pay the principal of, premium, if any, and interest on the Bonds, or in any way materially adversely affecting or questioning (A) the existence and powers of the City, (B) the use of the proceeds of the Bonds, (C) the validity or enforceability of the Bonds, the Bond Resolution or any proceedings of the City taken with respect to the Bonds, (D) the execution and delivery of this Agreement or the Bonds or (E) the power of the City to carry out the transactions contemplated by this Agreement or the Bonds;

(2) the City has complied with all the covenants and satisfied all of the conditions on its part to be performed or satisfied at or prior to the Closing Date, and the representations and warranties of the City contained herein are true and correct as of the Closing Date.

(j) Evidence, satisfactory in form and substance to the Purchaser and Bond Counsel, of a satisfactory and favorable conclusion to a bond validation proceeding under the laws of the State of Mississippi with respect to the Bonds shall have been received.

(k) The Purchaser shall receive copies of such supplemental resolutions adopted by the City to meet the conditions of this Agreement.

(l) Such additional opinions and other documents as the Purchaser or Bond Counsel may reasonably request to evidence performance of or compliance with the provisions of this Agreement and the transactions contemplated hereby, all such Bonds and other documents to be satisfactory in form and substance to the Purchaser, shall have been received.

(m) If any conditions to the obligations of the Purchaser or the City contained in this Agreement are not satisfied and the satisfaction of such conditions shall not be waived by the Purchaser and the City, then, at the option of the Purchaser and the City, the Closing Date, (1) shall be postponed for such period as may be necessary for such conditions to be satisfied, or (2) without limiting the generality of Paragraph 12 of this Agreement, the obligations of the Purchaser and the City under this Agreement shall terminate, and neither the Purchaser nor the City shall have any further obligations or liabilities hereunder.

All of the legal opinions, Bonds, proceedings, instruments and other documents mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Purchaser and the City.

7. TERMINATION

The Purchaser may terminate its obligations hereunder by written notice to the City if, at any time subsequent to the date hereof and on or prior to the Closing Date:

(a) Legislation shall have been enacted or a decision by a court of the United States shall be rendered or any action taken by the Securities and Exchange Commission which, in the opinion of counsel to the Purchaser, has the effect of requiring the offer or sale of the Bonds to be registered under the Securities Act of 1933, as amended.

(b) (1) In the judgment of the Purchaser, the market price of the Bonds is adversely affected because (A) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange, (B) a general banking moratorium shall have been established by Federal, New York or Mississippi authorities, or (2) any litigation shall be instituted, pending or threatened to restrain or enjoin the issuance or sale of the Bonds or in any way contesting or affecting any authority or security for or the validity of the Bonds, or the existence or powers of the City.

(c) There shall have occurred any change that, in the reasonable judgment of the Purchaser, makes unreasonable or unreliable any of the assumptions upon which payment of debt service on the Bonds is predicated.

(d) There shall have occurred any material change in the business or affairs of the City which, in the reasonable judgment of the Purchaser, materially adversely affects the investment quality of the Bonds.

(e) Any legislation, ordinance, rule or regulations shall be enacted or be actively considered for enactment by any governmental body, department or agency of the State of Mississippi, or a decision by any court of competent jurisdiction within the State of Mississippi shall be rendered, which, in the reasonable opinion of the Purchaser, materially or adversely affects the market price of the Bonds.

(f) A stop order, ruling regulation or official statement by or on behalf of the Office of Secretary of State of the State of Mississippi shall be issued or made to the effect that the issuance, offering or sale of the Bonds, or of obligations of the general character of the Bonds as contemplated hereby, is a violation of any provisions of the Blue Sky laws of the State of Mississippi.

(g) Any condition to the Purchaser's obligations hereunder is not satisfied or because of any refusal, inability or failure on the part of the City to comply with any of the terms or to fulfill any of the conditions provided for or contemplated by this Agreement, or if for any reason the City shall be unable to perform all of its obligations or satisfy conditions provided for or contemplated in this Agreement.

(h) Additional material restrictions, not in force as of the date hereof, shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange.

8. EXPENSES

Except as otherwise provided herein, the City shall cause to be paid from proceeds of the sale of the Bonds or from other funds available to the City, the costs of issuing the Bonds, including, but not limited to, the fees and expenses described in Paragraph 3 of this Agreement, whether or not the sale of the Bonds by the City to the Purchaser is consummated.

9. CONDITION OF THE CITY'S OBLIGATIONS

The City's obligations hereunder are subject to the following conditions precedent:

(a) Purchaser's performance of its obligations hereunder.

(b) The Bonds shall have been validated and confirmed by Decree of the Chancery Court of Madison County, Mississippi.

10. NOTICES

Any notice or other communication to be given to the City and the Purchaser under this Agreement may be given by delivering the same in writing as follows:

City: City of Ridgeland, Mississippi
City Hall, 304 Highway 51
Ridgeland, MS 39157

Purchaser: _____

_____, ____

11. SUCCESSORS

This Agreement is made solely for the benefit of the City, and the Purchaser (including their successors or assigns) and no other person shall acquire or have any right hereunder or by virtue hereof (other than pursuant to Section 3 hereof).

12. SURVIVAL OF CERTAIN REPRESENTATIONS AND WARRANTIES

All agreements, covenants representations and warranties and all other statements of the City set forth in or made pursuant to this Agreement shall remain in full force and effect, regardless of any investigation, or statement as to the results thereof made by or on behalf of the Purchaser or the City, and shall survive the Closing Date and the delivery of and payment for the Bonds.

13. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Mississippi.

14. MISCELLANEOUS

This Agreement constitutes the only agreement among the parties hereto relating to the subject matter hereof and it supersedes and cancels any and all previous contracts, agreements or understandings with respect thereto. This Agreement may not be amended or modified except in writing executed by all parties hereto.

[remainder of page left blank intentionally]

15. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Very truly yours,

By: _____

Accepted on _____, 2019

Signature page to Bond Purchase Agreement (Private Placement Agreement), dated _____, 2019, by and between _____, _____, _____ and the City of Ridgeland, Mississippi, for \$2,500,000 Taxable Tax Increment Limited Obligation Bonds, Series 2019 (Higginbotham Automotive Project).

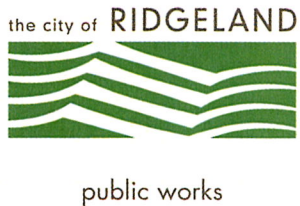
CITY OF RIDGELAND, MISSISSIPPI

By: _____
Mayor

By: _____
City Clerk

Signature page to Bond Purchase Agreement (Private Placement Agreement), dated _____, 2019, by and between _____, _____, _____ and the City of Ridgeland, Mississippi, for \$2,500,000 Taxable Tax Increment Limited Obligation Bonds, Series 2019 (Higginbotham Automotive Project).

ATTACHMENT A
COMMITMENT LETTER OF PURCHASER



Memorandum

To: Mayor and Board of Alderman

From: Mike McCollum

Date: October 3, 2019

Re: Authorization to Bid/Advertise for a Dump Truck, Bucket Truck and Knuckle Boom Truck

We request that the Mayor and Board approve the above referenced vehicles for bid/advertisement by the Public Works Department. It is our intent to have a lease purchase agreement on all vehicles mentioned above. I have listed the general terms on what will be in the lease agreement for your consideration.

1. No payment is due this budget year.
2. Payments starting November 2020 are five annual payments of approximately \$45,000.00 annually for each vehicle.
3. A final payment of is due December 14, 2025 or the City can exercise its buy back option

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

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

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

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



public works

Memorandum

To: The Mayor and Board of Alderman

From: Mike McCollum, Public Works Director

Date October 3, 2019

Re: Public Utility Fund Budget Amendment Increasing the Capital Utility System (400-650-760) in the Amount of \$212,000.00.

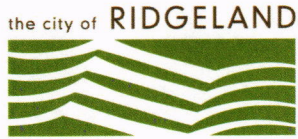
We request that the Mayor and Board of Alderman approve the above referenced budget amendment. The purpose for these funds is to replace the water lines on Central Avenue and Christine Drive. The line on Christine Drive is an old asbestos line that is constantly failing due deterioration and the Mississippi State Department of Health is requesting us to remove it. The line on Central Avenue is also in a severe state of deterioration and needs replacement. These lines were previously funded in the FY 19 budget but due to heavy rains last spring and summer we ran out of time to get the work done.

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

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public works

MEMORANDUM

TO: Mayor Gene F. McGee and Board of Aldermen

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

DATE: October 9, 2019

RE: **SOLE SOURCE LETTER FOR TELEDYNE ISCO and CC LYNCH & ASSOCIATES
EMCSDS Wastewater Metering Station System**

We respectfully request the Mayor and Board of Aldermen approve the attached sole source letter from Teledyne Isco, and place Teledyne Isco and CC Lynch & Associates, Inc. on the Sole Source Vendor List. Teledyne ISCO is the sole manufacturer and the sole authorized repair center for items with the Teledyne Isco Brand. CC Lynch & Associates, Inc. is the only authorized representative of Teledyne ISCO equipment for our region. The Teledyne ISCO products used at all of our wastewater metering station sites throughout the City of Ridgeland and the East Madison County Sewer District include flow monitoring equipment, operation software, data hosting servers, and communication equipment

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



September 30, 2019

City of Ridgeland
304 Highway 51
Ridgeland, MS 39157

4700 Superior Street
P.O. Box 82531
Lincoln, NE 68501
P: 402.465.3929
F: 402.465.3022
Toll Free 800.228.4373
andrew.lyon@teledyne.com

Attention: Christopher W. Bryson P.E.

Subject: Manufacturer's Authorization

Teledyne ISCO, a business unit of Teledyne Instruments, Inc., ("Teledyne") hereby confirms that it is the sole and original manufacturer of the goods bearing the Teledyne ISCO brand. These goods may consist of systems, accessories, and consumables for the water and wastewater industries to include flow monitoring and sampling.

Teledyne further declares that C.C Lynch & Associates, Inc., is a duly authorized and exclusive representative and agent of Teledyne and is specifically authorized to submit and discuss any bids, proposals, or tenders on Teledyne's behalf.

The authority granted C.C Lynch & Associates, Inc., hereunder is expressly limited to submittal and discussion of bids, proposals, and tenders. C.C Lynch & Associates, Inc., is not authorized to sign contracts on Teledyne's behalf. Any resulting contract will be signed and executed by a duly authorized representative of Teledyne.

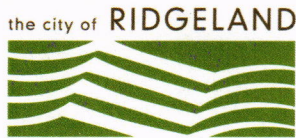
If you have any questions regarding this matter, please do not hesitate to contact me at 402-465-3929.
Thank you.

Sincerely,

Teledyne ISCO, a business unit of Teledyne Instruments, Inc.

Andrew L. Lyon Jr.

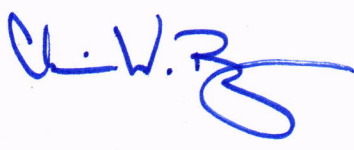
Sr. Quotation/Submittal & Contracts Specialist



public works

MEMORANDUM

TO: Mayor Gene F. McGee and Board of Aldermen

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

DATE: October 9, 2019

RE: CE&I CONSULTANT SELECTION
Highland Colony Parkway-Renaissance Driveways Traffic Signal Improvements
STP-7354-00(005) LPA / 108011-701000
City of Ridgeland, Madison County, Mississippi

We respectfully recommend the Mayor and Board of Aldermen approve selection of Neel-Schaffer Inc. as our professional services consultant for construction engineering & inspection (CE&I) services on the subject project. We considered (3) three qualified firms: Neel-Schaffer Inc., Waggoner Engineering Inc., and Gresham Smith for this work. Based on Neel-Schaffer, Inc. performing the design engineering services on this project we feel they have the greatest knowledge of the project and are the most qualified consultant for performing Construction Engineering and Inspection.

Upon your approval, please sign the attached letter to make a written request to MDOT for using Small Purchase Procedures as outlined in the Local Public Agency Consultant Operating Procedures for Professional Services, Section 2.2.1 in selection of our CEI&I consultant. Once MDOT has acknowledged receipt of this letter and considers our request acceptable, we will notify the consultant of their selection and commence contract negotiations.

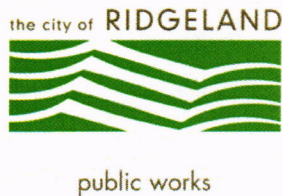
Thank you for your consideration of our request. Please contact me if you have any questions.

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



October 4, 2019

Mr. Scott Ehrgott, P.E.
Consultant Services Director
Mississippi Department of Transportation
P.O. Box 1850
Jackson, MS 39215

RE: CE&I Consultant Selection

Highland Colony Parkway-Renaissance Driveways Traffic Signal Improvements
STP-7354-00(005) LPA / 108011-701000
City of Ridgeland, Madison County, Mississippi

Dear Scott,

With this letter the City of Ridgeland is requesting to use the Small Purchase Procedures as outlined in the Local Public Agency Consultant Operating Procedures for Professional Services, Section 2.2.1 Small Purchase Procedures.

The City of Ridgeland has considered (3) three qualified firms: Neel-Schaffer Inc., Waggoner Engineering Inc., and Gresham Smith. By our internal selection process, we have selected Neel-Schaffer Inc. as our professional services consultant for construction engineering & inspection services to assist us with this Project. The total costs for these services that will be utilizing federal funds for the Consultant selected are estimated to be less than the Federal Simplified Acquisition Threshold.

Thank you for your time and consideration. Should you have any questions, concerns or comments please contact our Public Works Department at (601) 853-2027.

Sincerely,

Gene F. McGee
Mayor
City of Ridgeland
Attachments

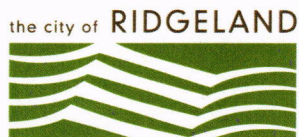
cc:

Mike McCollum, Public Works Director, City of Ridgeland
Paula Tierce, City Clerk, City of Ridgeland
Lee Frederick, P.E., State LPA Engineer, MDOT
Robby Pierce, P.E., District 5 LPA Engineer, MDOT

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

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public works

MEMORANDUM

TO: Mayor Gene F. McGee and Board of Aldermen

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

DATE: October 9, 2019

RE: **Revised Entergy Leased Lighting Agreement**
Colony Park Boulevard Street Lighting
Highland Colony Parkway to U.S. Highway 51

We respectfully recommend the Mayor and Board of Aldermen approve Option "B" of the revised Entergy Leased Lighting Agreement for Colony Park Boulevard street lighting. The total annual cost for the street lighting along Colony Park Boulevard has increased from \$56,427.72 to \$67,714.92 as a result of an increase in the final design quantities. Entergy has presented an option for the City of Ridgeland to pay for three of the initial construction costs with a singular, up-front payment in the amount of \$46,654.31. By making this up-front payment, we would not be charged a reoccurring lease fee for these initial construction costs which will reduce the annual cost to \$56,862.60. The breakeven period is 4 years for this one time cost. There are sufficient funds in the *Street Department Fund, Street Lighting Account No. 001-201-684* for Option "B" in the Entergy lighting agreement which includes an initial payment of \$46,654.31 and an annual payment of \$56,862.60.

The proposed Entergy street lighting design for Colony Park Boulevard includes 44 black, aluminum light poles and 88 LED cobrahead luminaires. Entergy will be responsible for the installation and maintenance of the proposed street lights while the City of Ridgeland will be responsible for paying the reoccurring lighting lease fees which will be billed to the City's street lighting account with Entergy.

Upon your approval, please sign the revised Entergy Leased Lighting Agreement and submit to Entergy.

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

Cc: John M. McCollum, Public Works Director

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Entergy Mississippi LLC
Prepared for : City of Ridgeland
Colony Park Blvd = LED Cobrahead
Entergy Leased Lighting Agreement

Fixtures and Poles	Quantity	\$	Quoted Option 1		Quoted Option 2		FINAL DESIGN		
			Monthly Cost	Monthly Cost	Quantity	OPTION A	OPTION B		
Install 12,300 Lumen LED Cobrahead (250 wattage equivalent)	84	\$ 15.63	\$1,312.92	\$1,312.92	88	\$1,375.44	\$1,375.44		
Install 40 foot Black Aluminum Pole	42	\$ 10.45	\$438.90	\$438.90	44	\$459.80	\$459.80		

Total Monthly Fixture Cost

\$1,751.82

\$1,751.82

\$1,835.24

\$1,835.24

Monthly Facilities Charges

Screw In Anchor Base	42	\$ 13.33	\$559.86		\$559.86		44	\$586.52	\$586.52
Directional Road Bore Including Conduit - per foot	675	\$ 0.35	\$236.25		\$0.00		1925	\$673.75	\$0.00
Underground Trench - Per foot	9750	\$ 0.03	\$292.50		\$0.00		6928	\$207.84	\$0.00
Underground Conduit - Per foot	9750	\$ 0.06	\$585.00		\$585.00		8851	\$531.06	\$531.06
Underground Wire - Per foot	10425	\$ 0.05	\$521.25		\$521.25		9066	\$453.30	\$453.30
Underground, Hand Dig - per 2 feet	58	\$ 0.23	\$13.34		\$0.00		99	\$22.77	\$0.00
Underground, Pulling wire through conduit - per foot	10425	\$ 0.03	\$312.75		\$312.75		9066	\$271.98	\$271.98
Service Box	47	\$ 4.82	\$226.54		\$226.54		44	\$212.08	\$212.08
Transformer	3	\$ 31.67	\$95.01		\$95.01		3	\$95.01	\$95.01
Secondary Raiser	3	\$ 6.27	\$18.81		\$18.81		5	\$31.35	\$31.35
Connectors	91	\$ 0.98	\$89.18		\$89.18		0	\$0.00	\$0.00
Service Box - Teir 22 rated		\$ 12.76					4	\$51.04	\$51.04
Breakaway Connectors		\$ 1.37					152	\$208.24	\$208.24
Standard Streetlight Secondary Wire - per foot		\$ 0.03					2195	\$65.85	\$65.85
Breakaway Couplings - per set of four		\$ 9.02					44	\$396.88	\$396.88

Total Monthly Facilities Cost

\$2,950.49

\$2,408.40

\$3,807.67

\$2,903.31

Total Monthly Cost

\$4,702.31

\$4,160.22

\$5,642.91

\$4,738.55

Total Annual Cost

\$56,427.72

\$49,922.64

\$67,714.92

\$56,862.60

Up Front / One Time Construction Cost

\$0.00

\$30,050.00

\$0.00

\$46,654.31*

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.

* Applicable taxes / contributions for the Up Front / One Time Construction will apply

Entergy Account Number: 15485303

Select Billing Option - please initial inside box

OPTION A	OPTION B
----------	----------

I have read and acknowledge receipt of this estimate.

Printed Name _____ **Signed** _____
Date Signed _____ **Title** _____

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
Entergy Leased Lighting Agreement

Fixtures and Poles	Qty.	\$	Option 1 Monthly Cost	Option 2 Monthly Cost
Install 12,300 Lumen LED Cobrahead (250 wattage equivalent)	84	\$ 15.63	\$1,312.92	\$1,312.92
Install 40 foot Black Aluminum Pole	42	\$ 10.45	\$438.90	\$438.90
Total Monthly Fixture Cost			\$1,751.82	\$1,751.82

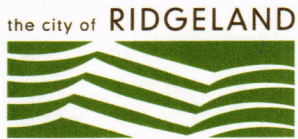
Poles and Monthly Facilities Charges	Qty.	\$	Option 1 Monthly Cost	Option 2 Monthly Cost
Screw In Foundation Base	42	\$ 13.33	\$559.86	\$559.86
Directional Road Bore Including Conduit - per foot	675	\$ 0.35	\$236.25	\$0.00
Underground Trench - Per foot	9,750	\$ 0.03	\$292.50	\$0.00
Underground Conduit - Per foot	9,750	\$ 0.06	\$585.00	\$585.00
Underground Wire - Per foot	10,425	\$ 0.05	\$521.25	\$521.25
Underground, Hand Dig - per 2 feet	58	\$ 0.23	\$13.34	\$0.00
Underground, Pulling wire through conduit - per foot	10,425	\$ 0.03	\$312.75	\$312.75
Service Box	47	\$ 4.82	\$226.54	\$226.54
Transformer	3	\$ 31.67	\$95.01	\$95.01
Secondary Raiser	3	\$ 6.27	\$18.81	\$18.81
Connectors	91	\$ 0.98	\$89.18	\$89.18
Total Monthly Facilities Cost			\$2,950.49	\$2,408.40

Total Monthly Cost	\$4,702.31	\$4,160.22
Total Annual Cost	\$ 56,427.72	\$ 49,922.64
Up Front / One Time Construction Cost	\$0.00	\$30,050.00

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 *[Signature]* Title *City Engineer*
 Printed Name *Chester W. Blayson*
 Date Signed *August 1, 2019*

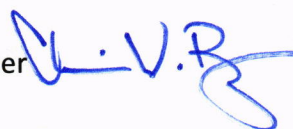
Monthly Cost Includes - Electric Usage, Zero Cost Maintenance and Zero Cost Installation for above lighting and facilities products. Entergy Lighting will be a Dusk to Dawn operation.



public works

MEMORANDUM

TO: Mayor Gene F. McGee and Board of Aldermen

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

DATE: September 13, 2019

RE: **CE&I ESTIMATE NO. 5**
Waggoner Engineering, Inc. - Pay Period Ending May 31, 2019
Construction Engineering & Inspection (CE&I) Professional Services Contract
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

With this memo we respectfully request payment in the amount of **\$10,541.40** to Waggoner Engineering, Inc. for work completed on the referenced contract during the period between May 1, 2019 and May 31, 2019. No federal funds are obligated for this contract; therefore, the City of Ridgeland is responsible for 100% of this payment.

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



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

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

City of Ridgeland
Attn: Chris Bryson, P.E. City Engineer
P. O. Box 217
Ridgeland, MS 39158

June 12, 2019
Project No: 0018145.000
Invoice No: 35889R

CONSTRUCTION ENGINEERING & INSPECTION SERVICES
LAKE HARBOUR DRIVE EXTENSION BOX CULVERT UNDER RAILROAD
Project No. HPP-8323-00(007)/104859-801200, MADISON COUNTY
Professional Services from May 1, 2019 to May 31, 2019
Professional Personnel

	Hours	Rate	Amount	
PRINCIPAL				
Arnold, Hunter	3.50	284.19	994.67	
PROJECT MANAGER				
Overby, Alex	8.00	131.80	1,054.40	
ASST PROJECT ENGINEER I				
Aleithawe, Imad	1.00	150.47	150.47	
SR PROJECT ENGINEER				
Edwards, Chadwick	14.50	186.36	2,702.22	
ADMINISTRATIVE ASSISTANT II				
Garner, Rhonda	3.50	83.70	292.95	
Horn, Debbie	8.50	83.70	711.45	
CONSTRUCTION REP I				
James, William	6.00	111.38	668.28	
CONSTRUCTION REP II				
Case, Walter	22.50	128.63	2,894.18	
Collins, James	3.00	128.63	385.89	
CONSTRUCTION MANAGER				
Herndon, Christopher	6.00	206.95	1,241.70	
Totals	76.50		11,096.21	
Total Labor				11,096.21

Retainage

Current Retainage	554.81 (5.00 % of 11,096.21)	-554.81
Prior Retainage	2,102.42	
Retainage-To-Date	2,657.23	

Billing Limits

	Current	Prior	To-Date
Labor	11,096.21	41,782.57	52,878.78
Limit			192,055.54
Remaining			139,176.76
Consultant	0.00	0.00	0.00
Limit			63,443.24
Remaining			63,443.24
Expense	0.00	265.64	265.64
Limit			2,226.00
Remaining			1,960.36

Project	0018145.000	LHE Box Culvert CE&I	Invoice	35889R
			Total this Invoice	\$10,541.40

Outstanding Invoices

Number	Date	Balance	Retainage	Now Due	
35952	7/8/2019	12,215.80	-610.79	11,605.01	
Total		12,215.80	-610.79	11,605.01	
				Total Now Due	\$22,146.41

Billing Backup

Friday, September 13, 2019

Waggoner Engineering, Inc.

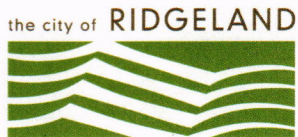
Invoice 35889R Dated 6/12/2019

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Professional Personnel

		Hours	Rate	Amount
PRINCIPAL				
510 - Arnold, Hunter	5/8/2019	1.00	284.19	284.19
510 - Arnold, Hunter	5/13/2019	.50	284.19	142.10
510 - Arnold, Hunter	5/20/2019	.50	284.19	142.08
510 - Arnold, Hunter	5/28/2019	.50	284.19	142.10
510 - Arnold, Hunter	5/29/2019	.50	284.19	142.10
510 - Arnold, Hunter	5/31/2019	.50	284.19	142.10
PROJECT MANAGER				
526 - Overby, Alex	5/6/2019	1.25	131.80	164.75
526 - Overby, Alex	5/7/2019	1.50	131.80	197.70
526 - Overby, Alex	5/9/2019	1.00	131.80	131.80
526 - Overby, Alex	5/16/2019	1.00	131.80	131.80
526 - Overby, Alex	5/17/2019	.50	131.80	65.90
526 - Overby, Alex	5/21/2019	1.00	131.80	131.80
526 - Overby, Alex	5/28/2019	.75	131.80	98.85
526 - Overby, Alex	5/30/2019	.50	131.80	65.90
526 - Overby, Alex	5/31/2019	.50	131.80	65.90
ASST PROJECT ENGINEER I				
524 - Aleithawe, Imad	5/22/2019	1.00	150.47	150.47
SR PROJECT ENGINEER				
513 - Edwards, Chadwick	5/6/2019	1.00	186.36	186.36
513 - Edwards, Chadwick	5/7/2019	2.00	186.36	372.72
513 - Edwards, Chadwick	5/17/2019	1.00	186.36	186.36
513 - Edwards, Chadwick	5/21/2019	1.00	186.36	186.36
513 - Edwards, Chadwick	5/22/2019	2.00	186.36	372.72
513 - Edwards, Chadwick	5/23/2019	2.00	186.36	372.72
513 - Edwards, Chadwick	5/28/2019	1.00	186.36	186.36
513 - Edwards, Chadwick	5/30/2019	1.50	186.36	279.54
513 - Edwards, Chadwick	5/31/2019	1.00	186.36	186.36
513 - Edwards, Chadwick	5/31/2019	1.00	186.36	186.36
513 - Edwards, Chadwick	5/31/2019	1.00	186.36	186.36
ADMINISTRATIVE ASSISTANT II				
572 - Garner, Rhonda	5/6/2019	.50	83.70	41.85
572 - Garner, Rhonda	5/17/2019	1.00	83.70	83.70
572 - Garner, Rhonda	5/21/2019	2.00	83.70	167.40
572 - Horn, Debbie	5/1/2019	2.50	83.70	209.25
572 - Horn, Debbie	5/2/2019	4.00	83.70	334.80
572 - Horn, Debbie	5/6/2019	2.00	83.70	167.40
CONSTRUCTION REP I				
531 - James, William	5/10/2019	1.00	111.38	111.38
531 - James, William	5/13/2019	2.00	111.38	222.76
531 - James, William	5/14/2019	3.00	111.38	334.14
CONSTRUCTION REP II				
577 - Case, Walter	5/13/2019	1.00	128.63	128.63
577 - Case, Walter	5/20/2019	2.00	128.63	257.26
577 - Case, Walter	5/21/2019	3.50	128.63	450.21
577 - Case, Walter	5/22/2019	3.00	128.63	385.89
577 - Case, Walter	5/23/2019	3.00	128.63	385.89
577 - Case, Walter	5/24/2019	2.00	128.63	257.26
577 - Case, Walter	5/28/2019	3.00	128.63	385.89

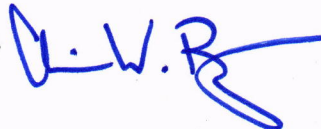
Project	0018145.000	LHE Box Culvert CE&I			Invoice	35889R
577 - Case, Walter		5/29/2019	2.00	128.63	257.26	
577 - Case, Walter		5/30/2019	2.00	128.63	257.26	
577 - Case, Walter		5/31/2019	1.00	128.63	128.63	
577 - Collins, James		5/10/2019	3.00	128.63	385.89	
CONSTRUCTION MANAGER						
512 - Herndon, Christopher		5/1/2019	1.50	206.95	310.43	
512 - Herndon, Christopher		5/6/2019	.50	206.95	103.48	
512 - Herndon, Christopher		5/7/2019	.50	206.95	103.48	
512 - Herndon, Christopher		5/13/2019	.50	206.95	103.48	
512 - Herndon, Christopher		5/16/2019	.50	206.95	103.44	
512 - Herndon, Christopher		5/20/2019	.50	206.95	103.48	
512 - Herndon, Christopher		5/21/2019	.50	206.95	103.48	
512 - Herndon, Christopher		5/24/2019	1.00	206.95	206.95	
512 - Herndon, Christopher		5/28/2019	.50	206.95	103.48	
	Totals		76.50		11,096.21	
	Total Labor					11,096.21
				Total this Project		\$11,096.21
				Total this Report		\$11,096.21



public works

MEMORANDUM

TO: Mayor Gene F. McGee and Board of Aldermen

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

DATE: September 13, 2019

RE: **CE&I ESTIMATE NO. 6**
Waggoner Engineering, Inc. - Pay Period Ending June 30, 2019
Construction Engineering & Inspection (CE&I) Professional Services Contract
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

With this memo we respectfully request payment in the amount of **\$11,605.01** to Waggoner Engineering, Inc. for work completed on the referenced contract during the period between June 1, 2019 and June 30, 2019. No federal funds are obligated for this contract; therefore, the City of Ridgeland is responsible for 100% of this payment.

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



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

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

City of Ridgeland
Attn: Chris Bryson, P.E. City Engineer
P. O. Box 217
Ridgeland, MS 39158

July 8, 2019
Project No: 0018145.000
Invoice No: 35952

CONSTRUCTION ENGINEERING & INSPECTION SERVICES
LAKE HARBOUR DRIVE EXTENSION BOX CULVERT UNDER RAILROAD
Project No. HPP-8323-00(007)/104859-801200, MADISON COUNTY
Professional Services from June 1, 2019 to June 30, 2019
Professional Personnel

	Hours	Rate	Amount	
PRINCIPAL				
Arnold, Hunter	3.50	284.19	994.67	
PROJECT MANAGER				
Overby, Alex	13.00	131.80	1,713.40	
ASST PROJECT ENGINEER I				
Aleithawe, Imad	1.00	150.47	150.47	
SR PROJECT ENGINEER				
Edwards, Chadwick	7.50	186.36	1,397.70	
SENIOR DESIGNER				
Day, Kevin	5.50	102.93	566.12	
ADMINISTRATIVE ASSISTANT II				
Garner, Rhonda	4.00	83.70	334.80	
Horn, Debbie	2.00	83.70	167.40	
CONSTRUCTION REP II				
Case, Walter	26.00	128.63	3,344.38	
Collins, James	16.00	128.63	2,058.08	
CONSTRUCTION MANAGER				
Herndon, Christopher	6.00	206.95	1,241.70	
Totals	84.50		11,968.72	
Total Labor				11,968.72
Reimbursable Expenses				
Travel Expense			247.08	
Total Reimbursables			247.08	247.08
Retainage				
Current Retainage	610.79 (5.00 % of 12,215.80)			-610.79
Prior Retainage	2,046.44			
Retainage-To-Date	2,657.23			
Billing Limits	Current	Prior	To-Date	
Labor	11,968.72	40,910.06	52,878.78	
Limit			192,055.54	
Remaining			139,176.76	
Consultant	0.00	0.00	0.00	
Limit			63,443.24	
Remaining			63,443.24	

Project	0018145.000	LHE Box Culvert CE&I	Invoice	35952
Expense		247.08	18.56	265.64
Limit				2,226.00
Remaining				1,960.36
Total this Invoice				\$11,605.01

Outstanding Invoices

Number	Date	Balance	Retainage	Now Due
35889R	6/12/2019	11,096.21	-554.81	10,541.40
Total		11,096.21	-554.01	10,541.40
Total Now Due				\$22,146.41

Billing Backup

Monday, September 16, 2019

Waggoner Engineering, Inc.

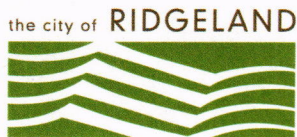
Invoice 35952 Dated 7/8/2019

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Professional Personnel

		Hours	Rate	Amount
PRINCIPAL				
510 - Arnold, Hunter	6/5/2019	1.00	284.19	284.19
510 - Arnold, Hunter	6/6/2019	1.00	284.19	284.19
510 - Arnold, Hunter	6/18/2019	.50	284.19	142.10
510 - Arnold, Hunter	6/26/2019	1.00	284.19	284.19
PROJECT MANAGER				
526 - Overby, Alex	6/4/2019	1.50	131.80	197.70
526 - Overby, Alex	6/17/2019	1.00	131.80	131.80
526 - Overby, Alex	6/18/2019	1.00	131.80	131.80
526 - Overby, Alex	6/24/2019	1.50	131.80	197.70
526 - Overby, Alex	6/25/2019	2.00	131.80	263.60
526 - Overby, Alex	6/26/2019	2.00	131.80	263.60
526 - Overby, Alex	6/27/2019	1.50	131.80	197.70
526 - Overby, Alex	6/28/2019	2.50	131.80	329.50
ASST PROJECT ENGINEER I				
524 - Aleithawe, Imad	6/28/2019	1.00	150.47	150.47
SR PROJECT ENGINEER				
513 - Edwards, Chadwick	6/4/2019	.50	186.36	93.18
513 - Edwards, Chadwick	6/14/2019	.50	186.36	93.18
513 - Edwards, Chadwick	6/18/2019	.50	186.36	93.18
513 - Edwards, Chadwick	6/22/2019	1.00	186.36	186.36
513 - Edwards, Chadwick	6/23/2019	1.00	186.36	186.36
513 - Edwards, Chadwick	6/25/2019	1.00	186.36	186.36
513 - Edwards, Chadwick	6/25/2019	1.00	186.36	186.36
513 - Edwards, Chadwick	6/26/2019	2.00	186.36	372.72
SENIOR DESIGNER				
563 - Day, Kevin	6/27/2019	2.50	102.93	257.33
563 - Day, Kevin	6/28/2019	3.00	102.93	308.79
ADMINISTRATIVE ASSISTANT II				
572 - Garner, Rhonda	6/17/2019	1.00	83.70	83.70
572 - Garner, Rhonda	6/21/2019	1.00	83.70	83.70
572 - Garner, Rhonda	6/25/2019	1.00	83.70	83.70
572 - Garner, Rhonda	6/27/2019	1.00	83.70	83.70
572 - Horn, Debbie	6/25/2019	2.00	83.70	167.40
CONSTRUCTION REP II				
577 - Case, Walter	6/24/2019	10.00	128.63	1,286.30
577 - Case, Walter	6/25/2019	2.00	128.63	257.26
577 - Case, Walter	6/26/2019	3.00	128.63	385.89
577 - Case, Walter	6/27/2019	2.00	128.63	257.26
577 - Case, Walter	6/28/2019	3.00	128.63	385.89
577 - Case, Walter	6/29/2019	2.00	128.63	257.26
577 - Case, Walter	6/30/2019	4.00	128.63	514.52
577 - Collins, James	6/24/2019	10.00	128.63	1,286.30
577 - Collins, James	6/27/2019	2.00	128.63	257.26
577 - Collins, James	6/28/2019	4.00	128.63	514.52
CONSTRUCTION MANAGER				
512 - Herndon, Christopher	6/24/2019	1.00	206.95	206.95
512 - Herndon, Christopher	6/25/2019	2.00	206.95	413.90
512 - Herndon, Christopher	6/27/2019	1.00	206.95	206.95

Project	0018145.000	LHE Box Culvert CE&I			Invoice	35952
512 - Herndon, Christopher		6/28/2019	2.00	206.95	413.90	
	Totals		84.50		11,968.72	
	Total Labor					11,968.72
Reimbursable Expenses						
Travel Expense						
EX 0011402	6/24/2019	Case, Walter / Railroad safety training. /			230.84	
		398.00 miles @ 0.58				
EX 0011410	6/28/2019	Overby, Alex / LHE Box Culvert			5.80	
		Coordination Meeting / 10.00 miles @ 0.58				
EX 0011418	6/28/2019	Aleithawe, Imad / 18.00 miles @ 0.58			10.44	
	Total Reimbursables				247.08	247.08
				Total this Project		\$12,215.80
				Total this Report		\$12,215.80



public works

MEMORANDUM

TO: Mayor Gene F. McGee and Board of Aldermen

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

DATE: October 8, 2019

RE: CE&I ESTIMATE NO. 7

Waggoner Engineering, Inc. - Pay Period Ending July 31, 2019
Construction Engineering & Inspection (CE&I) Professional Services Contract
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

With this memo we respectfully request payment in the amount of **\$45,155.79** to Waggoner Engineering, Inc. for work completed on the referenced contract during the period between July 1, 2019 and July 31, 2019. No federal funds are obligated for this contract; therefore, the City of Ridgeland is responsible for 100% of this payment.

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



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

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

City of Ridgeland
Attn: Chris Bryson, P.E. City Engineer
P. O. Box 217
Ridgeland, MS 39158

August 7, 2019
Project No: 0018145.000
Invoice No: 36017R

CONSTRUCTION ENGINEERING & INSPECTION SERVICES
LAKE HARBOUR DRIVE EXTENSION BOX CULVERT UNDER RAILROAD
Project No. HPP-8323-00(007)/104859-801200, MADISON COUNTY
Professional Services from July 1, 2019 to July 31, 2019
Professional Personnel

	Hours	Rate	Amount	
PRINCIPAL				
Arnold, Hunter	4.00	284.19	1,136.76	
GROUP MANAGER SURVEYING				
Millis, James	2.50	177.38	443.45	
PROJECT MANAGER				
Overby, Alex	18.25	131.80	2,405.35	
ASST PROJECT ENGINEER I				
Aleithawe, Imad	9.00	150.47	1,354.23	
SR PROJECT ENGINEER				
Edwards, Chadwick	16.75	186.36	3,121.53	
ADMINISTRATIVE ASSISTANT II				
Garner, Rhonda	25.00	83.70	2,092.50	
Hawthorne, Daniel	2.00	83.70	167.40	
CONSTRUCTION REP I				
James, William	7.00	111.38	779.66	
CONSTRUCTION REP II				
Barry, Mark	10.50	128.63	1,350.62	
Case, Walter	135.50	128.63	17,429.37	
Collins, James	28.00	128.63	3,601.64	
Mayfield, Thomas	12.00	128.63	1,543.56	
McInnis, Jamie	2.50	128.63	321.58	
CONSTRUCTION MANAGER				
Herndon, Christopher	12.50	206.95	2,586.88	
Totals	285.50		38,334.53	
Total Labor				38,334.53

Consultants

Burns Cooley Dennis, Inc.		9,051.26	
Total Consultants	1.0 times	9,051.26	9,051.26

Reimbursable Expenses

Travel Expense		146.62	
Total Reimbursables		146.62	146.62

Project	0018145.000	LHE Box Culvert CE&I	Invoice	36017R
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Retainage

Current Retainage	2,376.62 (5.00 % of 47,532.41)	-2,376.62
Prior Retainage	2,657.23	
Retainage-To-Date	5,033.95	

Billing Limits

	Current	Prior	To-Date
Labor	38,334.53	52,878.78	91,213.31
Limit			192,055.54
Remaining			100,842.23
Consultant	9,051.26	0.00	9,051.26
Limit			63,443.24
Remaining			54,391.98
Expense	146.62	265.64	412.26
Limit			2,226.00
Remaining			1,813.74
Total this Invoice			\$45,155.79

Outstanding Invoices

Number	Date	Balance	Retainage	Now Due
35899R	6/12/2019	11,096.21	-554.81	10,541.40
35952	7/8/2019	12,215.80	-610.79	11,605.01
Total		23,312.01	-1,165.60	22,146.41
Total Now Due				\$67,302.20

Billing Backup

Monday, September 16, 2019

Waggoner Engineering, Inc.

Invoice 36017R Dated 8/7/2019

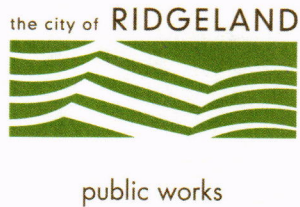
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Professional Personnel

		Hours	Rate	Amount
PRINCIPAL				
510 - Arnold, Hunter	7/10/2019	1.00	284.19	284.19
510 - Arnold, Hunter	7/16/2019	1.00	284.19	284.19
510 - Arnold, Hunter	7/18/2019	1.00	284.19	284.19
510 - Arnold, Hunter	7/24/2019	1.00	284.19	284.19
GROUP MANAGER SURVEYING				
512 - Millis, James	7/16/2019	.50	177.38	88.68
512 - Millis, James	7/24/2019	.75	177.38	133.04
512 - Millis, James	7/26/2019	.50	177.38	88.69
512 - Millis, James	7/29/2019	.50	177.38	88.69
512 - Millis, James	7/31/2019	.25	177.38	44.35
PROJECT MANAGER				
526 - Overby, Alex	7/1/2019	3.50	131.80	461.30
526 - Overby, Alex	7/2/2019	7.00	131.80	922.60
526 - Overby, Alex	7/11/2019	1.50	131.80	197.70
526 - Overby, Alex	7/15/2019	.50	131.80	65.90
526 - Overby, Alex	7/16/2019	1.00	131.80	131.80
526 - Overby, Alex	7/29/2019	1.50	131.80	197.70
526 - Overby, Alex	7/30/2019	1.50	131.80	197.70
526 - Overby, Alex	7/31/2019	1.75	131.80	230.65
ASST PROJECT ENGINEER I				
524 - Aleithawe, Imad	7/1/2019	2.00	150.47	300.94
524 - Aleithawe, Imad	7/2/2019	1.50	150.47	225.71
524 - Aleithawe, Imad	7/3/2019	1.50	150.47	225.71
524 - Aleithawe, Imad	7/8/2019	1.00	150.47	150.47
524 - Aleithawe, Imad	7/16/2019	1.00	150.47	150.46
524 - Aleithawe, Imad	7/18/2019	1.00	150.47	150.47
524 - Aleithawe, Imad	7/29/2019	1.00	150.47	150.47
SR PROJECT ENGINEER				
513 - Edwards, Chadwick	7/2/2019	2.00	186.36	372.72
513 - Edwards, Chadwick	7/10/2019	3.00	186.36	559.08
513 - Edwards, Chadwick	7/11/2019	2.00	186.36	372.72
513 - Edwards, Chadwick	7/12/2019	1.75	186.36	326.13
513 - Edwards, Chadwick	7/15/2019	1.00	186.36	186.36
513 - Edwards, Chadwick	7/24/2019	1.00	186.36	186.36
513 - Edwards, Chadwick	7/24/2019	1.00	186.36	186.36
513 - Edwards, Chadwick	7/26/2019	2.00	186.36	372.72
513 - Edwards, Chadwick	7/29/2019	2.00	186.36	372.72
513 - Edwards, Chadwick	7/30/2019	1.00	186.36	186.36
ADMINISTRATIVE ASSISTANT II				
572 - Garner, Rhonda	7/2/2019	1.00	83.70	83.70
572 - Garner, Rhonda	7/3/2019	1.50	83.70	125.55
572 - Garner, Rhonda	7/8/2019	2.00	83.70	167.40
572 - Garner, Rhonda	7/9/2019	1.00	83.70	83.70
572 - Garner, Rhonda	7/10/2019	2.00	83.70	167.40
572 - Garner, Rhonda	7/11/2019	3.00	83.70	251.10
572 - Garner, Rhonda	7/12/2019	1.00	83.70	83.70
572 - Garner, Rhonda	7/15/2019	4.00	83.70	334.80
572 - Garner, Rhonda	7/16/2019	1.00	83.70	83.70
572 - Garner, Rhonda	7/17/2019	1.00	83.70	83.70

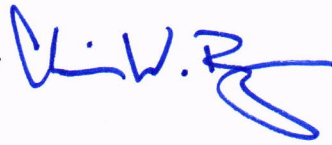
Project	0018145.000	LHE Box Culvert CE&I			Invoice	36017R
572 - Garner, Rhonda	7/19/2019	1.00	83.70		83.70	
572 - Garner, Rhonda	7/23/2019	1.00	83.70		83.70	
572 - Garner, Rhonda	7/24/2019	1.00	83.70		83.70	
572 - Garner, Rhonda	7/25/2019	1.00	83.70		83.70	
572 - Garner, Rhonda	7/26/2019	1.00	83.70		83.70	
572 - Garner, Rhonda	7/30/2019	1.50	83.70		125.55	
572 - Garner, Rhonda	7/31/2019	1.00	83.70		83.70	
572 - Hawthorne, Daniel	7/1/2019	2.00	83.70		167.40	
CONSTRUCTION REP I						
531 - James, William	7/26/2019	3.00	111.38		334.14	
531 - James, William	7/30/2019	2.00	111.38		222.76	
531 - James, William	7/31/2019	2.00	111.38		222.76	
CONSTRUCTION REP II						
560 - Barry, Mark	7/1/2019	3.00	128.63		385.89	
560 - Barry, Mark	7/2/2019	3.00	128.63		385.89	
560 - Barry, Mark	7/3/2019	3.00	128.63		385.89	
560 - Barry, Mark	7/8/2019	1.50	128.63		192.95	
577 - Case, Walter	7/1/2019	3.00	128.63		385.89	
577 - Case, Walter	7/2/2019	18.50	128.63		2,379.64	
577 - Case, Walter	7/3/2019	8.00	128.63		1,029.04	
577 - Case, Walter	7/5/2019	2.50	128.63		321.58	
577 - Case, Walter	7/8/2019	6.00	128.63		771.78	
577 - Case, Walter	7/9/2019	5.50	128.63		707.47	
577 - Case, Walter	7/10/2019	5.50	128.63		707.47	
577 - Case, Walter	7/11/2019	6.00	128.63		771.78	
577 - Case, Walter	7/12/2019	4.50	128.63		578.84	
577 - Case, Walter	7/18/2019	9.00	128.63		1,157.67	
577 - Case, Walter	7/19/2019	6.00	128.63		771.78	
577 - Case, Walter	7/20/2019	5.00	128.63		643.15	
577 - Case, Walter	7/22/2019	3.00	128.63		385.89	
577 - Case, Walter	7/23/2019	3.00	128.63		385.89	
577 - Case, Walter	7/24/2019	8.00	128.63		1,029.04	
577 - Case, Walter	7/25/2019	8.00	128.63		1,029.04	
577 - Case, Walter	7/26/2019	8.00	128.63		1,029.04	
577 - Case, Walter	7/27/2019	6.00	128.63		771.78	
577 - Case, Walter	7/29/2019	7.00	128.63		900.41	
577 - Case, Walter	7/30/2019	6.00	128.63		771.78	
577 - Case, Walter	7/31/2019	7.00	128.63		900.41	
577 - Collins, James	7/1/2019	4.00	128.63		514.52	
577 - Collins, James	7/2/2019	10.00	128.63		1,286.30	
577 - Collins, James	7/3/2019	6.00	128.63		771.78	
577 - Collins, James	7/8/2019	2.00	128.63		257.26	
577 - Collins, James	7/10/2019	1.00	128.63		128.63	
577 - Collins, James	7/12/2019	2.00	128.63		257.26	
577 - Collins, James	7/18/2019	2.00	128.63		257.26	
577 - Collins, James	7/19/2019	1.00	128.63		128.63	
562 - Mayfield, Thomas	7/1/2019	2.00	128.63		257.26	
562 - Mayfield, Thomas	7/3/2019	2.00	128.63		257.26	
562 - Mayfield, Thomas	7/15/2019	8.00	128.63		1,029.04	
527 - McInnis, Jamie	7/8/2019	1.00	128.63		128.63	
527 - McInnis, Jamie	7/16/2019	1.00	128.63		128.63	
527 - McInnis, Jamie	7/22/2019	.50	128.63		64.32	
CONSTRUCTION MANAGER						
512 - Herndon, Christopher	7/8/2019	1.00	206.95		206.95	
512 - Herndon, Christopher	7/11/2019	1.00	206.95		206.95	
512 - Herndon, Christopher	7/12/2019	1.00	206.95		206.95	
512 - Herndon, Christopher	7/16/2019	1.00	206.95		206.93	

Project	0018145.000	LHE Box Culvert CE&I			Invoice	36017R
512 - Herndon, Christopher		7/18/2019	1.00	206.95	206.95	
512 - Herndon, Christopher		7/19/2019	1.00	206.95	206.95	
512 - Herndon, Christopher		7/22/2019	1.00	206.95	206.95	
512 - Herndon, Christopher		7/23/2019	1.00	206.95	206.95	
512 - Herndon, Christopher		7/24/2019	.50	206.95	103.48	
512 - Herndon, Christopher		7/25/2019	.50	206.95	103.48	
512 - Herndon, Christopher		7/26/2019	1.00	206.95	206.95	
512 - Herndon, Christopher		7/29/2019	1.50	206.95	310.43	
512 - Herndon, Christopher		7/30/2019	.50	206.95	103.48	
512 - Herndon, Christopher		7/31/2019	.50	206.95	103.48	
Totals			285.50		38,334.53	
Total Labor						38,334.53
Consultants						
Burns Cooley Dennis, Inc.						
AP 38129	7/17/2019	☐ Burns Cooley Dennis, Inc. / Construction Material Testing / Invoice: 36099, 6/29/2019			5,532.44	
AP 38258	7/31/2019	☐ Burns Cooley Dennis, Inc. / Construcion Materials Testing / Invoice: 36146, 7/27/2019			3,518.82	
Total Consultants			1.0 times		9,051.26	9,051.26
Reimbursable Expenses						
Travel Expense						
EX 0011455	7/1/2019	Aleithawe, Imad / 11.00 miles @ 0.58			6.38	
EX 0011462	7/1/2019	Hawthorne, Daniel / Set up cameras / 21.00 miles @ 0.58			12.18	
EX 0011462	7/1/2019	Hawthorne, Daniel / Take down cameras / Take down cameras / 30.00 miles @ 0.58			17.40	
EX 0011451	7/2/2019	Collins, James / LHD Box Culvert / Construction review / 42.00 miles @ 0.58			24.36	
EX 0011459	7/2/2019	Overby, Alex / CN 24hr Shut-Down Inspection / 28.80 miles @ 0.58			16.70	
EX 0011455	7/2/2019	Aleithawe, Imad / 11.00 miles @ 0.58			6.38	
EX 0011455	7/3/2019	Aleithawe, Imad / 12.00 miles @ 0.58			6.96	
EX 0011455	7/5/2019	Aleithawe, Imad / 11.00 miles @ 0.58			6.38	
EX 0011455	7/8/2019	Aleithawe, Imad / 11.00 miles @ 0.58			6.38	
EX 0011503	7/16/2019	Aleithawe, Imad / 11.00 miles @ 0.58			6.38	
EX 0011503	7/18/2019	Aleithawe, Imad / 10.00 miles @ 0.58			5.80	
EX 0011490	7/18/2019	Collins, James / LHD RR Box / Construction review / 38.00 miles @ 0.58			22.04	
EX 0011503	7/29/2019	Aleithawe, Imad / 6.00 miles @ 0.58			3.48	
EX 0011485	7/29/2019	Millis, James / On site meeting / 10.00 miles @ 0.58			5.80	
Total Reimbursables					146.62	146.62
Total this Project						\$47,532.41
Total this Report						\$47,532.41



MEMORANDUM

TO: Mayor Gene F. McGee and Board of Aldermen

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

DATE: October 8, 2019

RE: **CE&I ESTIMATE NO. 8**
Waggoner Engineering, Inc. - Pay Period Ending August 31, 2019
Construction Engineering & Inspection (CE&I) Professional Services Contract
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

With this memo we respectfully request payment in the amount of **\$30,477.09** to Waggoner Engineering, Inc. for work completed on the referenced contract during the period between August 1, 2019 and August 31, 2019. No federal funds are obligated for this contract; therefore, the City of Ridgeland is responsible for 100% of this payment.

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

Cc: John M. McCollum, Public Works Director

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

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

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



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

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

City of Ridgeland
Attn: Chris Bryson, P.E. City Engineer
P. O. Box 217
Ridgeland, MS 39158

September 10, 2019
Project No: 0018145.000
Invoice No: 36126

CONSTRUCTION ENGINEERING & INSPECTION SERVICES
LAKE HARBOUR DRIVE EXTENSION BOX CULVERT UNDER RAILROAD
Project No. HPP-8323-00(007)/104859-801200, MADISON COUNTY
Professional Services from August 1, 2019 to August 31, 2019
Professional Personnel

	Hours	Rate	Amount	
PRINCIPAL				
Arnold, Hunter	4.50	284.19	1,278.86	
GROUP MANAGER SURVEYING				
Millis, James	1.25	177.38	221.73	
PROJECT MANAGER				
Overby, Alex	13.25	131.80	1,746.35	
ASST PROJECT ENGINEER I				
Aleithawe, Imad	6.50	150.47	978.06	
SR PROJECT ENGINEER				
Edwards, Chadwick	19.50	186.36	3,634.02	
ADMINISTRATIVE ASSISTANT II				
Garner, Rhonda	13.00	83.70	1,088.10	
Horn, Debbie	2.00	83.70	167.40	
CONSTRUCTION REP I				
James, William	39.00	111.38	4,343.82	
CONSTRUCTION REP II				
Barry, Mark	2.00	128.63	257.26	
Case, Walter	89.50	128.63	11,512.39	
Collins, James	8.00	128.63	1,029.04	
Mayfield, Thomas	12.00	128.63	1,543.56	
McInnis, Jamie	3.00	128.63	385.89	
CONSTRUCTION MANAGER				
Herndon, Christopher	8.50	206.95	1,759.08	
Totals	222.00		29,945.56	
Total Labor				29,945.56
Consultants				
Burns Cooley Dennis, Inc.			1,618.25	
Total Consultants	1.0 times		1,618.25	1,618.25
Reimbursable Expenses				
Travel Expense			42.34	
Miscellaneous Expense			475.00	
Total Reimbursables			517.34	517.34

Project	0018145.000	LHE Box Culvert CE&I	Invoice	36126
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Retainage

Current Retainage	1,604.06 (5.00 % of 32,081.15)	-1,604.06
Prior Retainage	5,033.85	
Retainage-To-Date	6,637.91	

Billing Limits

	Current	Prior	To-Date
Labor	29,945.56	91,213.31	121,158.87
Limit			192,055.54
Remaining			70,896.67
Consultant	1,618.25	9,051.26	10,669.51
Limit			63,443.24
Remaining			52,773.73
Expense	517.34	412.26	929.60
Limit			2,226.00
Remaining			1,296.40
Total this Invoice			\$30,477.09

Outstanding Invoices

Number	Date	Balance	Retainage	Now Due
35889R	6/12/2019	11,096.21	-554.81	10,541.40
35952	7/8/2019	12,215.80	-610.79	11,605.01
36017R	8/7/2019	47,532.41	-2,376.62	45,155.79
Total		70,844.42	-3,542.22	67,302.20
Total Now Due				\$97,779.29

Billing Backup

Monday, September 16, 2019

Waggoner Engineering, Inc.

Invoice 36126 Dated 9/10/2019

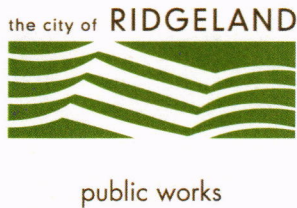
3:24:38 PM

Professional Personnel

		Hours	Rate	Amount
PRINCIPAL				
510 - Arnold, Hunter	8/5/2019	.50	284.19	142.07
510 - Arnold, Hunter	8/6/2019	.50	284.19	142.10
510 - Arnold, Hunter	8/13/2019	.50	284.19	142.10
510 - Arnold, Hunter	8/16/2019	.50	284.19	142.10
510 - Arnold, Hunter	8/21/2019	.50	284.19	142.10
510 - Arnold, Hunter	8/27/2019	.50	284.19	142.10
510 - Arnold, Hunter	8/29/2019	1.50	284.19	426.29
GROUP MANAGER SURVEYING				
512 - Millis, James	8/16/2019	.50	177.38	88.69
512 - Millis, James	8/21/2019	.25	177.38	44.35
512 - Millis, James	8/22/2019	.50	177.38	88.69
PROJECT MANAGER				
526 - Overby, Alex	8/1/2019	1.50	131.80	197.70
526 - Overby, Alex	8/5/2019	1.00	131.80	131.80
526 - Overby, Alex	8/6/2019	1.00	131.80	131.80
526 - Overby, Alex	8/7/2019	2.00	131.80	263.60
526 - Overby, Alex	8/13/2019	1.50	131.80	197.70
526 - Overby, Alex	8/14/2019	1.00	131.80	131.80
526 - Overby, Alex	8/15/2019	1.75	131.80	230.65
526 - Overby, Alex	8/16/2019	.50	131.80	65.90
526 - Overby, Alex	8/19/2019	1.00	131.80	131.80
526 - Overby, Alex	8/20/2019	.50	131.80	65.90
526 - Overby, Alex	8/27/2019	1.50	131.80	197.70
ASST PROJECT ENGINEER I				
524 - Aleithawe, Imad	8/8/2019	1.00	150.47	150.47
524 - Aleithawe, Imad	8/15/2019	1.00	150.47	150.47
524 - Aleithawe, Imad	8/19/2019	2.00	150.47	300.94
524 - Aleithawe, Imad	8/23/2019	1.00	150.47	150.47
524 - Aleithawe, Imad	8/30/2019	1.50	150.47	225.71
SR PROJECT ENGINEER				
513 - Edwards, Chadwick	8/1/2019	2.00	186.36	372.72
513 - Edwards, Chadwick	8/2/2019	.50	186.36	93.18
513 - Edwards, Chadwick	8/5/2019	1.00	186.36	186.36
513 - Edwards, Chadwick	8/6/2019	2.00	186.36	372.72
513 - Edwards, Chadwick	8/8/2019	1.00	186.36	186.36
513 - Edwards, Chadwick	8/9/2019	2.00	186.36	372.72
513 - Edwards, Chadwick	8/13/2019	1.00	186.36	186.36
513 - Edwards, Chadwick	8/16/2019	1.00	186.36	186.36
513 - Edwards, Chadwick	8/16/2019	1.00	186.36	186.36
513 - Edwards, Chadwick	8/19/2019	1.00	186.36	186.36
513 - Edwards, Chadwick	8/20/2019	1.00	186.36	186.36
513 - Edwards, Chadwick	8/20/2019	1.00	186.36	186.36
513 - Edwards, Chadwick	8/21/2019	1.00	186.36	186.36
513 - Edwards, Chadwick	8/23/2019	1.00	186.36	186.36
513 - Edwards, Chadwick	8/26/2019	1.00	186.36	186.36
513 - Edwards, Chadwick	8/29/2019	2.00	186.36	372.72
ADMINISTRATIVE ASSISTANT II				
572 - Garner, Rhonda	8/1/2019	2.00	83.70	167.40
572 - Garner, Rhonda	8/2/2019	2.00	83.70	167.40

Project	0018145.000	LHE Box Culvert CE&I			Invoice	36126
572 - Garner, Rhonda	8/5/2019	2.00	83.70		167.40	
572 - Garner, Rhonda	8/6/2019	2.50	83.70		209.25	
572 - Garner, Rhonda	8/8/2019	2.00	83.70		167.40	
572 - Garner, Rhonda	8/9/2019	1.50	83.70		125.55	
572 - Garner, Rhonda	8/13/2019	.50	83.70		41.85	
572 - Garner, Rhonda	8/29/2019	.50	83.70		41.85	
572 - Horn, Debbie	8/8/2019	.50	83.70		41.85	
572 - Horn, Debbie	8/13/2019	1.00	83.70		83.70	
572 - Horn, Debbie	8/26/2019	.50	83.70		41.85	
CONSTRUCTION REP I						
531 - James, William	8/19/2019	4.00	111.38		445.52	
531 - James, William	8/20/2019	6.00	111.38		668.28	
531 - James, William	8/21/2019	4.00	111.38		445.52	
531 - James, William	8/22/2019	6.00	111.38		668.28	
531 - James, William	8/23/2019	7.00	111.38		779.66	
531 - James, William	8/26/2019	8.00	111.38		891.04	
531 - James, William	8/27/2019	4.00	111.38		445.52	
CONSTRUCTION REP II						
560 - Barry, Mark	8/30/2019	2.00	128.63		257.26	
577 - Case, Walter	8/1/2019	5.00	128.63		643.15	
577 - Case, Walter	8/2/2019	6.00	128.63		771.78	
577 - Case, Walter	8/5/2019	6.00	128.63		771.78	
577 - Case, Walter	8/6/2019	4.50	128.63		578.84	
577 - Case, Walter	8/7/2019	7.00	128.63		900.41	
577 - Case, Walter	8/8/2019	8.00	128.63		1,029.04	
577 - Case, Walter	8/9/2019	6.00	128.63		771.78	
577 - Case, Walter	8/12/2019	3.00	128.63		385.89	
577 - Case, Walter	8/13/2019	3.00	128.63		385.89	
577 - Case, Walter	8/14/2019	6.00	128.63		771.78	
577 - Case, Walter	8/15/2019	4.00	128.63		514.52	
577 - Case, Walter	8/16/2019	4.00	128.63		514.52	
577 - Case, Walter	8/19/2019	4.00	128.63		514.52	
577 - Case, Walter	8/20/2019	3.00	128.63		385.89	
577 - Case, Walter	8/21/2019	2.00	128.63		257.26	
577 - Case, Walter	8/23/2019	3.00	128.63		385.89	
577 - Case, Walter	8/26/2019	3.00	128.63		385.89	
577 - Case, Walter	8/27/2019	3.00	128.63		385.89	
577 - Case, Walter	8/28/2019	3.00	128.63		385.89	
577 - Case, Walter	8/29/2019	4.00	128.63		514.52	
577 - Case, Walter	8/30/2019	2.00	128.63		257.26	
577 - Collins, James	8/7/2019	4.00	128.63		514.52	
577 - Collins, James	8/17/2019	4.00	128.63		514.52	
562 - Mayfield, Thomas	8/5/2019	2.00	128.63		257.26	
562 - Mayfield, Thomas	8/6/2019	2.00	128.63		257.26	
562 - Mayfield, Thomas	8/7/2019	2.00	128.63		257.26	
562 - Mayfield, Thomas	8/8/2019	2.00	128.63		257.26	
562 - Mayfield, Thomas	8/15/2019	4.00	128.63		514.52	
527 - McInnis, Jamie	8/7/2019	2.00	128.63		257.26	
527 - McInnis, Jamie	8/8/2019	1.00	128.63		128.63	
CONSTRUCTION MANAGER						
512 - Herndon, Christopher	8/1/2019	.50	206.95		103.43	
512 - Herndon, Christopher	8/2/2019	.50	206.95		103.48	
512 - Herndon, Christopher	8/5/2019	.50	206.95		103.48	
512 - Herndon, Christopher	8/6/2019	.50	206.95		103.48	
512 - Herndon, Christopher	8/7/2019	.50	206.95		103.48	
512 - Herndon, Christopher	8/12/2019	.50	206.95		103.48	
512 - Herndon, Christopher	8/16/2019	1.00	206.95		206.95	

Project	0018145.000	LHE Box Culvert CE&I			Invoice	36126
512 - Herndon, Christopher		8/19/2019	.50	206.95	103.48	
512 - Herndon, Christopher		8/20/2019	.50	206.95	103.48	
512 - Herndon, Christopher		8/22/2019	.50	206.95	103.48	
512 - Herndon, Christopher		8/23/2019	.50	206.95	103.48	
512 - Herndon, Christopher		8/26/2019	.50	206.95	103.48	
512 - Herndon, Christopher		8/27/2019	1.00	206.95	206.95	
512 - Herndon, Christopher		8/28/2019	1.00	206.95	206.95	
Totals			222.00		29,945.56	
Total Labor						29,945.56
Consultants						
Burns Cooley Dennis, Inc.						
AP 38585	8/31/2019	Burns Cooley Dennis, Inc. / Construction Materials Testing / Invoice: 36284, 8/31/2019			1,618.25	
Total Consultants			1.0 times		1,618.25	1,618.25
Reimbursable Expenses						
Travel Expense						
EX 0011511	8/7/2019	Collins, James / LHD Extension Box Under Railroad / Construction review / 39.00 miles @ 0.58			22.62	
EX 0011542	8/17/2019	Collins, James / LHD Ext. Box Culvert / Construction review / 34.00 miles @ 0.58			19.72	
Miscellaneous Expense						
AP 38583	8/31/2019	RR Safety - AMR / RR On Track Safety Class / Invoice: 5245, 7/1/2019			475.00	
Total Reimbursables					517.34	517.34
Total this Project						\$32,081.15
Total this Report						\$32,081.15



MEMORANDUM

TO: Mayor Gene F. McGee and Board of Aldermen

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

DATE: October 9, 2019

RE: **CONTRACTOR'S ESTIMATE NO. 3**
Hemphill Construction Company, Inc.
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 **\$442,365.69** for work completed on the referenced project during the period beginning on August 1, 2019 and ending on September 30, 2019. There are no federal funds obligated for this contract; therefore, the City of Ridgeland is responsible for 100% of this payment. Through this payment period, the Contractor has completed 71% of the work in 110% of the Contract Time. The total cost of work performed to date is \$3,534,023.12.

The contract completion date for this project was September 19, 2019, and through this pay period there is an 11-working day overrun in contract time. The contract requires a daily liquidated damage charge of \$830.00 for every working day after the contract completion date. The total amount of liquidated damages being deducted from the contractor's payment for this pay period is \$9,130.00. The contractor was notified in writing on the date they reached their limit of available contract working days. The notice letter requested the contractor provide a written justification for any extension of contract time. At this time, the contractor has acknowledged their contract time condition and requested a meeting between all parties to discuss the situation.

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



2475 Memphis St. | Hernando, MS 38632
662 429-2100 OFFICE | 662 429-2600 FAX
WAGGONERENG.COM

October 4, 2019

City of Ridgeland
304 Highway 51
Ridgeland, MS 39157

ATTN: Chris Bryson, P.E.
City Engineer

RE: Construction of Box Bridge under CNIC Railroad in
Association with the Lake Harbour Drive Extension Project
CONSTRUCTION CONTRACTOR PAYMENT REQUEST
MDOT Project #HPP-8323-00(007)LPA/104859-801200

Dear Chris:

Transmitted, for your review and approval, are two copies of Hemphill Construction Company's Estimate No. Three for the referenced project. The estimate for the work period from August 1, 2019 to September 30, 2019 is ready for processing in the amount of \$442,365.69. This amount includes the deduction of Liquidated Damages in the amount of \$9,130.00 for eleven (11) work days.

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

Sincerely,

Chad Edwards, P.E.
Project Engineer

CE/reg

Attachments

c: Gene F. McGee, Mayor, City of Ridgeland
Paula Tierce, City Clerk, City of Ridgeland
Mike McCollum, Director, Public Works Department
Brandon Brown, Project Manager, Hemphill Construction Company, Inc.

LIQUIDATED DAMAGES STATEMENT FORM
LPA DIVISION, MDOT

STATEMENT OF DAILY CHARGES FOR LIQUIDATED DAMAGES
(FOR EACH CALENDAR DAY OF DELAY)

PROJECT NO : HPP-8323-00(007)/104859-801200

COUNTY : Madison

CONTRACTOR : Hemphill Construction Company, Inc.

ADDRESS : P.O. Drawer 879; Florence, MS 39073

ORIGINAL CONTRACT TIME : One hundred and thirteen (113) ☒ WORKING DAY ☐ CALENDAR DAY

ORIGINAL COMPLETION DATE Actual completion date is 9/19/2019

EXTENSION IN CONTRACT TIME

DUE TO INCREASE IN QUANTITIES : _____ ☐ WORKING DAY ☐ CALENDAR DAY

EXTENSION IN CONTRACT TIME

BY SUPPLEMENTAL AGREEMENT APPROVED BY FHWA : _____ ☐ WORKING DAY ☐ CALENDAR DAY

REVISED TOTAL CONTRACT TIME: _____ ☐ WORKING DAY ☐ CALENDAR DAY

REVISED COMPLETION DATE : _____ (COMPLETION DATE AS AMENDED)

Choose an item.: September 30, 2019 (END DATE FOR DAMAGES TIME PERIOD)

OVERRUN IN CONTRACT TIME: Eleven (11) (WORKING DAYS)

NO. OF DAYS TO NOT CHARGE: _____ (WORKING DAYS)

REASON FOR DAYS NOT CHARGED: _____

NO. OF DAYS FOR DAMAGES: Eleven (11) WORKING DAYS

ORIGINAL CONTRACT AMOUNT : \$ 4,987,485.00

DAILY CHARGE: \$ 830.00

TOTAL LIQUIDATED DAMAGES : \$ 9,130.00



143-A LeFleurs Square | Jackson, MS 39211
601 355-9526 OFFICE | 601 352-3945 FAX
WAGGONERENG.COM

September 19, 2019

Brandon Brown
Project Manager
Hemphill Construction Company, Inc.
P.O. Drawer 879
Florence, MS 39073

Contract Time Depletion

RE: HPP- 8323-00(007)/104859-801200, Madison County
Construction of Box Bridge under CNIC Railroad in Association with Lake Harbour Drive Extension

Mr. Brown:

As of this date, the original contract time of one hundred and thirteen (113) working days has been reached. Per section 108.06.2.2 EXTENSION OF TIME, if you have any justifications for an extension of the contract time, please submit them as soon as possible.

Your full cooperation in the timely completion of the work on this project in accordance with the contract is requested. Should you have any questions, please advise.

Sincerely,

Ryan Herndon
Construction Manager

RH/reg

PC: Mike McCollum, Director of Public Works, City of Ridgeland
Chris Bryson, P.E., City Engineer, City of Ridgeland
Hayden Overby, P.E., LPA Project Manager, Waggoner Engineering, Inc.

PERIODIC ESTIMATE FOR PARTIAL PAYMENT		HCC Project # H18101/H18115	Purchase Order #
Name of Project: HPP-8323-00(007)/104859-801200 Construction of Box Bridge under CNIC Railroad in Association with Lake Harbour Drive Extension Location of Project: Madison County, MS		Periodic Estimate No. 3 Revision 2 Period 8/1/19 - 9/30/19	
Name and Address of Owner: City of Ridgeland, Mississippi C/O Waggoner Engineering, Inc. 143-A LeFleurs Square Jackson, MS 39211 Attn: Chad Edwards		Name and Address of Contractor: Hemphill Construction Company, Inc. P.O. Drawer 879 Florence, MS 39073	

Schedule of Contract Change Orders

(List every change order issued to date of this request even if no work has been done under one or more such orders.)

Contract Change Order		Description (3)	Additions to Contract Price as Shown on Change Order (4)	Deductions from Contract Price as Shown on Change Order (5)
No. (1)	Date (2)			
Totals			\$0.00	\$0.00

Analysis of Adjusted Contract Amount

(a)	Original Contract Amount	\$4,987,485.00
(b)	Plus: Additions Scheduled in Column 4 Above	\$0.00
(c)	Less: Deductions Scheduled in Column 5 Above	\$0.00
(d)	Adjusted Contract Amount to Date	\$4,987,485.00

Analysis of Work Performed to Date

(a)	Cost of Original Contract Work Performed to Date	\$3,534,023.12
(b)	Extra Work Performed to Date by Change Order	\$0.00
(c)	Total Cost of Work Performed to Date	\$3,534,023.12
(d)	Add: Materials Stored at Close of Period	\$0.00
(e)	Subtotal of (c) and (d)	\$3,534,023.12
(f)	Less: Retainage (0%)	\$0.00
(g)	Subtotal of (e) and (f)	\$3,534,023.12
(h)	Less: Amount of Previous Estimates	\$3,082,527.43
(i)	Amount Due This Estimate	\$451,495.69

Certificate of Contractor According to the best of my knowledge and belief, I certify that all items and amounts shown in this Periodic Estimate for Partial Payment are correct; that all work has been performed and /or duly authorized deviations, substitutions, alterations and/or additions; that the foregoing is a true and correct statement of the Contract account up to and including the last day of the period covered by the Periodic Estimate; and that no part of the "Amount Due This Estimate" has been received. HEMPHILL CONSTRUCTION COMPANY, INC. (Contractor) By: <u>[Signature]</u> Title: <u>Project Manager</u> Date: <u>10/3/19</u>	Recommendation of Engineer / Owner This Periodic Estimate for Partial Payment covers all pay item work performed by the contractor through the estimate period stated hereon. The undersigned recommends payment of the amount on line (i) above subject to the provisions of the Contract Documents covering the repair or replacement of all defective work, if any, that may be discovered prior to final payment or expiration of the general guaranty period. WAGGONER ENGINEERING, INC. (Engineer) By: <u>[Signature]</u> Recommended Amount: <u>\$442,365.69</u> Date: <u>10-7-19</u> CITY OF RIDGELAND, MISSISSIPPI (Owner) By: _____ Recommended Amount: _____ Date: _____
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Name and Location of Project:
HPP-8323-00(007)/104859-801200
Construction of Box Bridge under CNIC Railroad in
Association with Lake Harbour Drive Extension
Madison County, MS
Name and Address of Subcontractor:
Hemphill Construction Company, Inc.
P.O. Drawer 879
Florence, MS 39073

Periodic Estimate No. 3 Revision 2
Period 8/1/19 - 9/30/19

Item No.	Description of Item	Contract			Total Cost of Contract	Previous			To Date Quantity	Cost of		
		Quantity	Unit	Cost Per Unit		Quantity	Quantity	Current Cost		Previous Cost	Current Cost	% Comp.
1	Clearing and Grubbing	1.00	LS	\$496,910.50	\$496,910.50	1.00	0.00	\$0.00	1.00	\$496,910.50	\$0.00	100%
2	Removal of Riprap	2,600.00	SY	\$30.00	\$78,000.00	10.00	1,083.33	\$32,499.90	1,093.33	\$300.00	\$32,799.90	42%
3	Borrow Excavation, AH, FME, Class B15	17,160.00	CY	\$18.65	\$320,034.00	0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	0%
4	Excess Excavation, FM, AH	16,563.00	CY	\$18.50	\$306,415.50	823.00	0.00	\$0.00	823.00	\$15,225.50	\$15,225.50	5%
5	Structure Excavation	6,409.00	CY	\$15.50	\$99,339.50	3,280.00	0.00	\$0.00	3,280.00	\$50,840.00	\$50,840.00	51%
6	Geotextile Stabilization, Type V, Non-Woven	2,230.00	SY	\$2.00	\$4,460.00	485.00	1,065.11	\$2,130.22	1,550.11	\$970.00	\$3,100.22	70%
7	Superphosphate	2.00	TON	\$900.00	\$1,800.00	0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	0%
8	Insect Pest Control	4.00	ACRE	\$50.00	\$200.00	0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	0%
9	Grassing	4.00	ACRE	\$1,850.00	\$7,400.00	0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	0%
10	Agricultural Limestone	2.00	TON	\$200.00	\$400.00	0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	0%
11	Mulch, Vegetative Mulch	8.00	TON	\$260.00	\$2,080.00	0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	0%
12	Temporary Grassing	4.00	ACRE	\$1,250.00	\$5,000.00	0.75	0.00	\$0.00	0.75	\$937.50	\$937.50	19%
13	Temporary Silt Fence	965.00	LF	\$4.50	\$4,342.50	621.00	-296.00	-\$1,332.00	325.00	\$2,794.50	\$1,462.50	34%
14	Wattles, 20"	483.00	LF	\$6.00	\$2,898.00	100.00	0.00	\$0.00	100.00	\$600.00	\$600.00	21%
15	Riprap for Erosion Control	297.00	TON	\$85.00	\$25,245.00	100.00	0.00	\$0.00	100.00	\$8,500.00	\$8,500.00	34%
16	Size 610 Crushed Stone Base	2,126.00	TON	\$52.00	\$110,552.00	2,126.00	0.00	\$0.00	2,126.00	\$110,552.00	\$110,552.00	100%
17	Class "B" Structural Concrete, Minor Structures	7.00	CY	\$1,300.00	\$9,100.00	0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	0%
18	Reinforcing Steel	301,260.00	LBS	\$1.00	\$301,260.00	48,618.12	126,378.33	\$126,378.33	174,996.45	\$48,618.12	\$174,996.45	58%
19	24" Reinforced Concrete Pipe, Class III	88.00	LF	\$130.00	\$11,440.00	0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	0%
20	42" Reinforced Concrete Pipe, Class III	220.00	LF	\$137.00	\$30,140.00	0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	0%
21	42" Reinforced Concrete End Section	1.00	EA	\$3,250.00	\$3,250.00	0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	0%
22	24" Branch Connections, Stub into Concrete Box Culvert Wingwall	1.00	EA	\$1,750.00	\$1,750.00	0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	0%
23	42" Branch Connections, Stub into Box Culvert	1.00	EA	\$2,150.00	\$2,150.00	0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	0%
24	Flowable Fill, Non-Excavatable	402.00	CY	\$55.00	\$22,110.00	32.00	0.00	\$0.00	32.00	\$1,760.00	\$1,760.00	8%
25	Maintenance of Traffic	1.00	LS	\$6,000.00	\$6,000.00	59.68%	9.74%	\$584.15	69.41%	\$3,580.64	\$4,164.79	69%
26	Standard Roadside Construction Signs, Less than 10 Square Feet	84.00	SF	\$10.00	\$840.00	0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	0%
27	Standard Roadside Construction Signs, 10 Square Feet or More	32.00	SF	\$10.00	\$320.00	0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	0%
28	Barricades, Type III, Double Faced	24.00	LF	\$22.00	\$528.00	0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	0%
29	Mobilization	1.00	LS	\$350,000.00	\$350,000.00	90.00%	0.00%	\$0.00	90.00%	\$315,000.00	\$315,000.00	90%
30	Roadway Construction Stakes	1.00	LS	\$50,000.00	\$50,000.00	59.68%	9.74%	\$4,867.89	69.41%	\$29,838.67	\$34,706.56	69%
31	HP 14 x 73 Steel Piling	520.00	LF	\$125.00	\$65,000.00	428.00	0.00	\$0.00	428.00	\$53,500.00	\$53,500.00	82%
32	Box Bridge Concrete, Class B	1,007.00	CY	\$720.00	\$725,040.00	165.00	425.51	\$306,367.20	590.51	\$118,800.00	\$425,167.20	59%
33	Loose Riprap, Size 300	1,058.00	TON	\$85.00	\$89,930.00	0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	0%

Item No.	Description of Item	Contract		Total Cost of Contract	Previous			Current			To Date Quantity	Total Cost To			Cost of	
		Quantity	Unit		Cost Per Unit	Quantity	Unit	Cost	Quantity	Unit		Cost	Date	Uncompleted Work	% Comp.	
34	Sediment Control Stone	150.00	TON	\$65.00	\$9,750.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$9,750.00	0%
35	Railway-Highway Provisions	1.00	LS	\$40,000.00	\$40,000.00	0.50	-0.50	0.00	0.00	0.00	0.00	\$20,000.00	-\$20,000.00	\$0.00	\$40,000.00	0%
36	14' x 12' Precast Concrete Box Culvert	208.00	LF	\$8,600.00	\$1,788,800.00	208.00	0.00	0.00	0.00	0.00	208.00	\$1,788,800.00	\$0.00	\$1,788,800.00	\$0.00	100%
37	Temporary Steel Sheet Piling	1.00	LS	\$15,000.00	\$15,000.00	1.00	0.00	0.00	0.00	0.00	1.00	\$15,000.00	\$0.00	\$15,000.00	\$0.00	100%
Total Original Contract				\$4,987,485.00								\$3,082,527.43	\$451,495.68	\$3,534,023.12	\$1,453,461.88	70.86%
Total Current Contract				\$4,987,485.00								\$3,082,527.43	\$451,495.68	\$3,534,023.12	\$1,453,461.88	70.86%

LPA PROJECT

CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS

Project No: HPP-8323-00(007)/104859-801200 County: Madison County, Lake Harbour Box Bridge

Prime Contractor: Hemphill Construction Company, Inc.

Project Engineer: Waggoner Engineering, Inc.

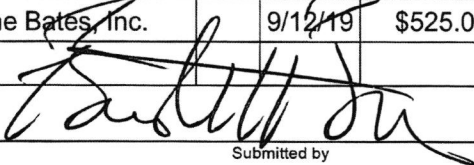
THIS IS TO CERTIFY THAT PAYMENT HAS BEEN MADE TO THE FOLLOWING SUBCONTRACTING FIRMS FOR THE AMOUNT INDICATED FOR WORK PERFORMED OR MATERIALS/SUPPLIES PURCHASED, ON THE REFERENCED PROJECT TO SATISFY THE DBE REQUIREMENTS. *** THIS REPORT IS SUBJECT TO AUDIT ***

Prime Contractor	Date of Payment	Amount Paid This Period	Total Paid to Date
DBE ☐ Yes / ☒ No	8/23/19	\$3,082,527.43	\$3,082,527.43

DBE Firm (listed on OCR-481 to meet Project Goal)	Type of Firm	Date of Payment	Amount Paid This Period	Total Paid to Date	Amount of Retainage Withheld	Amount of Retainage Paid	Percent of Retainage Paid	% Sub-Contract Complete
Blackmon Concrete Foundation, Inc.	C	8/30/19, 9/19/19	\$15,889.88	\$10,589.88	\$0.00	\$0.00	0%	21.21%

DBE Firm (not listed on OCR-481 to meet Project Goal)	Type of Firm	Date of Payment	Amount Paid This Period	Total Paid to Date	Amount of Retainage Withheld	Amount of Retainage Paid	Percent of Retainage Paid	% Sub-Contract Complete

Non-DBE Firm	Type of Firm	Date of Payment	Amount Paid This Period	Total Paid to Date	Amount of Retainage Withheld	Amount of Retainage Paid	Percent of Retainage Paid	% Sub-Contract Complete
BRV Equipment		8/20/19	\$525,743.11	\$525,743.11	\$26,961.19	\$0.00	0%	96.23%
ACC Holdings, Inc.		8/8/19	\$9,900.00	\$9,900.00	\$0.00			100.00%
Gene Bates, Inc.		9/12/19	\$525.00	\$525.00	\$0.00			10.00%


Submitted by

Total DBE Project Goal: 1.0%

Brandon Brown, Project Manager

Title

Date: October 3, 2019

*** INSTRUCTIONS ***

- Contractor must submit this report for **EVERY PROJECT** each month to the Project Engineer.
- If no payments are made this period, submit a negative or no change report to the Project Engineer.
- The Project Engineer will attach a copy of the OCR-484 to the Monthly Estimate; Project Engineer will submit original to the Office of Civil Rights.
- Progress estimates will be withheld if Contractor fails to submit OCR-484.
- Type of firm is either (S) for Supplier, (C) for Contractor, (B) for Bonding, (M) for Miscellaneous, or (CS) for Consultant.

PROFESSIONAL SERVICES AGREEMENT AMENDMENT #1

PROJECT NAME: **2019 City Center Site Development**

This Amendment is by and between

City of Ridgeland

Post Office Box 217

Ridgeland, MS 39158-0217

hereafter referred to as the "Client", and

Waggoner Engineering, Inc. (WEI)

143-A LeFleurs Square

P.O. Box 12227

Jackson, Mississippi 39236-2227

WHEREAS, Client and WEI entered into a Professional Services Agreement (Agreement) on April 2, 2019, and

WHEREAS, the City of Ridgeland requested Waggoner Engineering, Inc to suspend indefinitely the design phase work on School St. /U.S. Highway 51 intersection improvements, and instead provide additional Planning, Design, Special, and Construction Phase services needed to incorporate the Rice Road Extension into the project.

THEREFORE, both parties mutually agree as follows:

Amend and replace Exhibit A – Scope of Work, with the attached revised edition

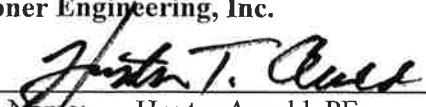
Amend and add Exhibit A-II – Special Services, add the attached Exhibit A-II – Special Services.

Amend and replace Exhibit C – Compensation Schedule, with the attached revised edition

Amend and replace Exhibit D – Project Schedule, with the attached revised edition

All other sections of the original Agreement not amended shall remain in full force and in effect for the duration of this amended period.

APPROVED FOR
Waggoner Engineering, Inc.

By: 
Printed Name: Hunter Arnold, PE
Title: Vice President
Date: 10/4/19

APPROVED FOR
City of Ridgeland

By: _____
Printed Name: Gene F. McGee
Title: Mayor, City of Ridgeland
Date: _____

Exhibit A
Waggoner Engineering, Inc.
Scope of Work

Project Description:

The project includes the site grading and infrastructure improvements necessary to develop a portion of the proposed Ridgeland City Center. The infrastructure improvements include additional turn lanes at the School St. /U.S. Highway 51 intersection and the City Hall Site Development as shown in Attachment 1.

- a) The School St. /U.S. Highway 51 intersection improvements will encompass widening School Street and Highway 51 to add additional turning lanes. Improvements will also include the relocation of existing utilities and signal improvements. (Work Suspended at 35%)
- b) The City Hall Site Development will include the site preparation for the 4.5-acre site immediately surrounding the proposed City Hall building. This element will also include the construction of the entrance from School Street, internal roadways, parking areas, green spaces, sidewalks and utilities.
- c) The Rice Road Extension includes approximately 1,500 linear feet of two-lane roadway from the intersection of Rice Rd. /U.S. Highway 51 extending southwesterly through Natchez Trace Parkway ROW to the City Hall Development. Improvements will include the associated grading and drainage improvements, intersection and signal improvements at US Highway 51, and assistance with utility relocation.

Waggoner will provide Design Phase services; Special Services; and Bidding, Contracting & Construction Phase services to support the proposed development.

Design Phase:

Waggoner will provide Conceptual Design Phase services for the approximately 4.5-acre City Center site, and Preliminary and Final Design Phase services for the specific improvements stated above.

Conceptual Design. Conceptual Design services shall include coordination with the City and its Architect regarding the overall site layout and conceptual layout of the proposed roadways and parking. Services also include an evaluation of public utility service to the site, preliminary coordination with the Mississippi Department of Transportation (MDOT), vehicle movement analysis for proposed roadway and parking alignments, conceptual landscape planning, and a conceptual grading and drainage plan for the approximately 4.5 acre site. The Conceptual Design will be submitted to the City for review prior to proceeding with the Preliminary and Final Design phases.

Preliminary and Final Design. Upon completion of the Conceptual Design phase Waggoner will incorporate City feedback and proceed with the Preliminary and Final Design phases to include the following services:

- a) Waggoner will provide Preliminary and Final Design Phase services for the School St. /U.S. Highway 51 intersection improvements to include the design of the additional lanes, relocation of the existing utilities, stormwater infrastructure, construction-phasing plan, and traffic signal and intersection improvements. (Work Suspended at 35%)
- b) Waggoner shall provide Preliminary and Final Design Phase services for the City Hall Site Development to include the associated grading and drainage, paving, public utility service lines, landscaping, lighting, internal roadways, parking areas, sidewalk and site incidentals (benches, bike racks, trash receptacles, etc.) up to the proposed building footprint.
- c) Waggoner will provide Preliminary and Final Design Phase services for the approximate 1,500 linear foot extension of Rice Road from Highway 51 to the eastern boundary of the City Hall Development to include the design of the proposed roadway, private utility easements, stormwater infrastructure, and traffic signal and intersection improvements at Highway 51.

Special Services:

Waggoner will provide Special Services to include Boundary & Topographic Surveying and Mapping, and Utility Relocation Coordination with private utility companies. Additionally, Special Services will include the preparation and submittal of a MDOT right-of-way encroachment permit, a Natchez Trace Construction Permit, and Natchez Trace Encroachment Permit, for the construction of the Rice Road Extension.

Bidding, Contracting, and Construction Phase:

Waggoner will provide Bidding, Contracting, and Construction Phase services in accordance with Exhibit D for the construction of the project.

Services are further defined in Exhibits A-I, A-II, and A-III of this Agreement.

Exhibit A-II
Special Services

- 3.0 Rice Road Surveying and Mapping. The following items represent the various tasks included in the scope of work regarding the design surveying and mapping task for the Southerly extension of Rice Road, within the area of the proposed City Center development site, located within the City of Ridgeland, Madison County, Mississippi.
- 3.1 The field survey shall be performed under the supervision and guidance of a Professional Land Surveyor who is properly registered and in good standing with the Mississippi State Board of Registration for Professional Engineers and Land Surveyors.
- 3.2 The horizontal datum used for the survey shall be based upon the North American Datum of 1983, (NAD 83), Mississippi State Plane Coordinate System, West Zone.
- 3.3 The vertical datum used for the survey shall be based upon the North American Vertical Datum 1988. (NAVD 88).
- 3.4 The topographic/design survey shall include the necessary field data to produce an accurate representation of the existing ground conditions within the surveyed area, to be utilized in the engineering design phase of the proposed roadway.
- 3.5 Full cross-sections shall be obtained perpendicular to the proposed centerline at 50 foot intervals, supplemented with additional ground shots and cross-sections as needed, at significant grade breaks.
- 3.6 The cross-sections shall extend to approximately 125 feet each way from the proposed centerline.
- 3.7 The cross-sections shall begin at the most easterly, northeast line of said City Center Development at the Natchez Trace Boundary, and extend in a Southerly direction to a point within the City Center site, being approximately 200 feet south of Moon Street.
- 3.8 Locate any "visible" improvements lying within the subject area, including culverts, drains, drives, curbs, buildings or structures, etc., and any above ground utilities and visible above ground signs of underground utilities (power poles, telephone pedestals, sewer manholes, etc.).
- 3.9 The actual location of any underground utilities will be shown as per markings by the Mississippi One Call System or the utility owner or from drawings provided by the client. In that the underground utilities are based, at least in part, on information from others, WEI cannot and does not warrant their completeness or accuracy.

- 3.10 Establish two (2) vertical benchmarks (TBM's) and two (2) horizontal control points for future construction. One benchmark (TBM) shall be established at each end of project.
- 3.11 All mapping of the field survey shall be performed in AutoCad format (version 2010 or later).
- 3.12 A surface (TIN) shall be generated to enable the development of one foot contours.
- 3.13 An electronic drawing file, accurately representing the results of the field survey, along with a point file in standard ASCII format, and any digital photos taken during performance of the field survey, shall be provided to the engineer to aid in the design phase.
- 3.14 Aspects of the mapping phase shall be coordinated directly with the design engineer to ensure complete compatibility of the survey data.

Exhibit C
Waggoner Engineering, Inc.
Compensation Schedule

WEI will perform Design Phase Services, as outlined in Exhibit A, Scope of Work, on a lump sum basis. Bidding, Contracting and Construction Phase Services, Special Services, and Reimbursables, unless marked otherwise below, will be billed on an hourly basis as per the attached Exhibit B, Hourly Rate Schedule. The estimated costs for each portion of work are as follows:

	Original Budget	Revised Budget
Design Phase Services	\$ 310,000	\$ 364,000
City Hall Site Development	155,000	155,000
School Street/US Highway 51	155,000	54,250
Rice Road Extension	-----	154,750
Special Services	25,000	33,000
Topographic Surveying and Mapping	8,000	11,000
Utility Relocation Coordination*	10,000	10,000
MDOT/NTP Permitting*	7,000	12,000
Bidding, Contracting, & Construction Phase Services**	360,000	360,000
Additional Services	Hourly as Requested	Hourly as Requested
TOTAL	\$ 695,000	\$ 757,000

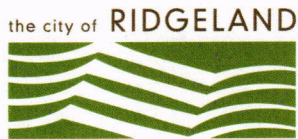
* Should extensive coordination with the Mississippi Department of Transportation, Natchez Trace Parkway, or private utilities be required, it may be necessary to revise this Agreement to reflect these additional efforts.

** Should the construction period extend beyond the expected periods described in Exhibit D, it may be necessary to revise this Agreement to reflect additional Construction service efforts necessary to complete the project. This budget also assumes the entire projects will be bid together. If overall project is executed in multiple bid packages, it may be necessary to revise this agreement to reflect additional Bidding, Contracting, and Construction Phase services.

Exhibit D
Waggoner Engineering, Inc.
Project Schedule

City Hall Site Development		
Task	Duration	Cumulative Duration
Initiate Services	---	Pending
Surveying & Mapping	2 Weeks	2 Weeks
Conceptual Design	3 Weeks	5 Weeks
Client Review	1 Weeks	6 Weeks
Preliminary Design	3 Weeks	9 Weeks
Client Review	1 Week	10 Weeks
Final Design	2 Weeks	12 Weeks
Client Review	1 Weeks	13 Weeks
Procurement	---	---
Construction *	44 Weeks	---

Rice Road Extension		
Task	Duration	Cumulative Duration
Initiate Services	---	Pending
Conceptual Design	4 Weeks	4 Weeks
Utility Relocation Coordination	26 Weeks	30 Weeks
MDOT Permitting	8 Weeks	38 Weeks
Client Review	2 Weeks	40 Weeks
Preliminary Design	6 Weeks	46 Weeks
Client Review	2 Week	48 Weeks
Final Design	4 Weeks	52 Weeks
Client Review	2 Weeks	54 Weeks
Procurement	---	---
Construction *	44 Weeks	---



public works

MEMORANDUM

TO: Mayor Gene F. McGee and Board of Aldermen

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

DATE: October 8, 2019

RE: **FY2020 BUDGET AMENDMENT REQUEST**
East Jackson Street Multi-Use Path Fund

We respectfully request the Mayor and Board of Aldermen approve a budget amendment in the FY2020 East Jackson Street Multi-Use Path project fund. The purpose of this budget amendment is to move the remaining FY2019 budgeted funds, in the amount of \$231,600.00, to the FY2020 Budget in Contractor account number 304-601-750 so sufficient funds are available to pay the remaining Contractor expenses on the subject project. We entered into a construction contract with Simmons Erosion Control, Inc. in FY2019 for the subject project which was anticipated to be complete in the same fiscal year. Because the construction period has taken longer than anticipated and the Contractor will not be eligible for requesting final payment on the project until all of the pay item work is considered complete, the remaining FY2019 budgeted funds will need to be available for use in FY2020.

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



police department

September 30, 2019

TO: Mayor & Board of Aldermen

FROM: John R. Neal, Chief of Police

SUBJECT: Surplus Property

I am requesting the following city vehicle be declared surplus property to be sold:

<u>Description</u>	<u>Unit#</u>	<u>VIN #</u>	<u>ASSET #</u>
2014 Dodge Charger	328	2C3DXAG1EH368250	100-1-728

This unit was involved in an accident on August 31, 2019 and was declared totaled by our insurance company.

Your consideration and approval of this request will be greatly appreciated.

CC: Craig Cotten



police department

October 8, 2019

TO: Mayor & Board of Aldermen

FROM: John R. Neal, Chief of Police 

SUBJECT: Special Event Permit – Christmas Parade

I have attached a Special Event Permit request from Wendy Bourdin with the Ridgeland Parks and Recreation Department. This event is our annual Christmas Parade scheduled Saturday, December 7, 2019 from 2:00 p.m. to 4:00 p.m. at Holmes Community College. Parade participants with floats will begin lining up in the parking lot at 11:30 a.m.

Parade route will begin at Holmes Community College and travel east on Ridgeland Avenue, south on Maple Street, west on Jackson Street and north on Sunnybrook Road returning to Holmes Community College. This is the same route as last year and is attached for your review.

Ms. Bourdin is expecting a crowd of approximately 400 and portable restrooms will be available on site at Holmes Community College to accommodate participants. The Ridgeland Parks and Recreation Department will be responsible for clean-up upon completion of event.

This event will generate overtime for the police department and there will be approximately twelve (12) posts that will need to be manned for approximately one and a half hours each for participant safety. At an average rate of \$27.00 per hour, the estimated cost of overtime will be \$486.00.

Also attached is the application for Permit to Play on-Premises Music. Ms. Bourdin has respectfully requested the filing fee and bond money requirements be waived.

Your consideration and approval will be greatly appreciated.

CC: Lt. Tony Willridge

Attachment (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: Ridgeland Christmas Parade

EVENT LOCATION: Holmes Community College through Old Towne Ridgeland

EVENT DATE: Beginning December 7 to Ending December 7 Multiple Days: ☐ YES ☐ NO

EVENT HOURS: Beginning 2:00 pm to Ending 4:00 pm

TYPE OF EVENT: Christmas Parade

EVENT POINT OF CONTACT: Wendy Bourdin CELL NUMBER: 601-573-0559
(This person must remain on scene during the entire event)

NAME OF ORGANIZATION: City of Ridgeland Recreation & Parks

ADDRESS: P.O. Box 217 CITY/STATE/ZIP: Ridgeland, MS 39159

ESTIMATED CROWD SIZE: 400 NUMBER OF EVENT PERSONNEL: 15-20

ARRANGEMENTS FOR RESTROOM FACILITIES: ☒ YES ☐ NO LOCATION: Holmes Community College

ARRANGEMENTS FOR SITE CLEAN-UP: ☒ YES ☐ NO DETAILS: Recreation & Parks Staff and Public Works

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: yes ☒ Police Dept. Assigned ☐ Self-Hired ☐ Not Applicable

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

Applicant Printed Name: Wendy Bourdin Contact Number: 601-833-2011

Applicant Signature: Wendy Bourdin Date: 2-14-19

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 12/7/19 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 10-15-19.

Chief of Police or Designee: [Signature] DATE: 09 OCT 2019

Number of Overtime Officers: 12 Estimated OT Cost: \$486

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



CITY OF RIDGELAND
APPLICATION FOR
PERMIT TO PLAY ON PREMISES MUSIC

(Please allow minimum 30 days for approval)



DATE OF APPLICATION: 1-27-19

EVENT NAME: Ridgeland Christmas Parade

EVENT LOCATION: Holmes Community College to Maple to Jackson St to Sunnybrook to Ridgeland Ave to Holmes Community College

DESCRIPTION OF ON-PREMISES ACTIVITY: Christmas Parade

DATE OF ACTIVITY: Beginning 12-7-19 to Ending 12-7-19

HOURS OF ACTIVITY: Beginning 11:00-AM to Ending 3:00 PM

ACTIVITY POINT OF CONTACT: Wendy Bourdin CELL NUMBER: 601-573-0559
(This person must remain on scene during the entire event)

NAME OF ORGANIZATION: City of Ridgeland

ADDRESS: 304 Hwy 51 CITY/STATE/ZIP: Ridgeland, MS 39157

MAXIMUM NOISE LEVEL (In Decibels) TO BE EMITTED AT NEAREST PREMISES BOUNDARY: 45

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: _____

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

Applicants Signature: Wendy Bourdin Date: 12-27-19

☒ APPROVED
☐ DENIED

Chief of Police or Designee: [Signature]
Date: 09 OCT 2019

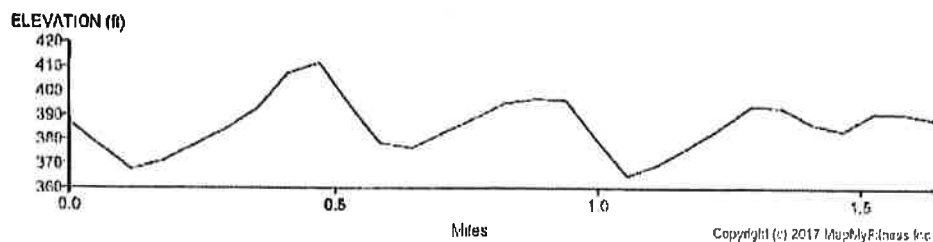
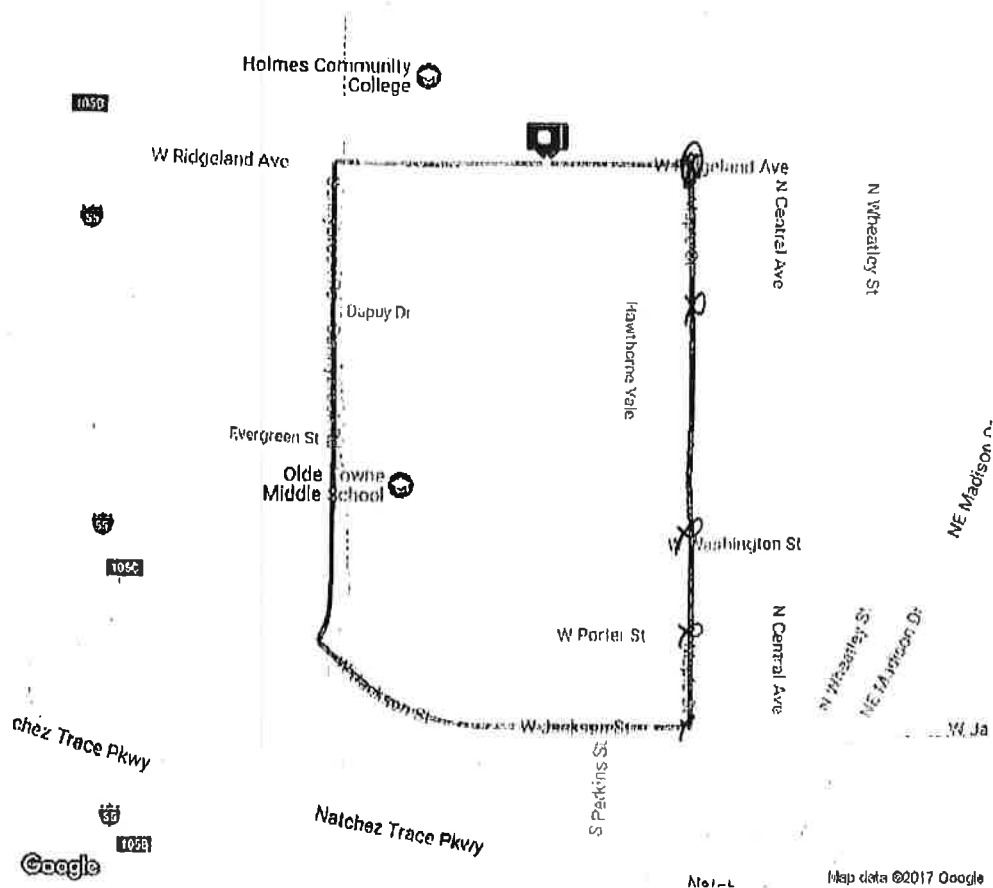
In the event a permit is denied, the applicant may appeal the decision to the Mayor and Board of Aldermen. Any such appeal shall be taken not more than ten (10) days from the denial of a permit by giving written notice of the appeal to the Ridgeland City Clerk.

**Christmas Parade**

Distance: 1.64 mi

Elevation Gain: 64 ft

Elevation Max: 412 ft

Notes

0.00 mi Head east on W Ridgeland Ave toward Oak Hill Cir

- 0.13 mi** Turn right onto N Maple St
- 0.15 mi** Head south on N Maple St toward Stephens St
- 0.64 mi** Turn left onto W Jackson St
- 0.64 mi** Head west on W Jackson St toward S Maple St
- 1.01 mi** Turn right onto Sunnybrook Rd
- 1.05 mi** Head north on Sunnybrook Rd toward Evergreen St
- 1.45 mi** Turn right onto W Ridgeland Ave
Destination will be on the right
- 1.64 mi** Destination

RIDGELAND CHRISTMAS PARADE
SATURDAY, DECEMBER 7, 2019
[Commencing at 2:00 p.m. and Ending at 4:00 p.m.]
POST ASSIGNMENT

Post #	Locations	Officer	Badge #
	Command	Russell Dukette	143
1	Ridgeland and North Maple	Greg Fillingane	82
2	North Maple and Yellowly Lane	Gary Davis	25
3	North Maple and West Washington	Terry Rogers	176
4	North Maple and W. Porter Street	Austin Baney	158
5	North Maple and West Jackson	Alonzo Jones	154
6	West Jackson and Perkins Street	Tyler Dear	171
7	West Jackson and Magnolia	James Myers	168
8	West Jackson and Sunnybrook	Andre Minter	78
9	Sunnybrook and West Jackson	Chris Campbell	164
10	Old Towne Middle School and Sunnybrook	Ricky Bracey	66
11	Ridgeland Avenue and Sunnybrook	Rodney Hale	156

- Cpl. Dukette will have overall Command of this event.
- Post 1 will stop westbound traffic on Ridgeland Avenue before the beginning of the parade and will proceed to the entrance of Holmes Community College after the last float has passed Post 1. Post 1 will direct floats back into the college at the end of the parade.
- Post 2 will ensure the parade traffic has right of way on N. Maple; that bystanders are safe and will pick up the tail of the parade.
- Post 3 will ensure the parade traffic has right of way on N. Maple and bystanders are safe
- Post 4 will ensure the parade traffic has right of way on N. Maple and that bystanders are safe
- Post 5 will stop traffic on westbound W. Jackson Street to allow parade right-of-way
- Post 6 will monitor traffic in both directions on Perkins Street to ensure right-of-way for parade
- Post 7 will monitor traffic at Magnolia Street to ensure right-of-way for parade
- Post 8 and 9 will stop eastbound traffic on West Jackson Street to ensure right-of-way for parade
- Post 10 will ensure the parade traffic has right-of-way on Sunnybrook Road and that bystanders are safe
- Post 11 will stop southbound traffic on Sunnybrook Road for parade traffic. Traffic can be directed toward the East Frontage Road.

***All motor units will be participating in the parade.**



police department

October 9, 2019

TO: Mayor & Board of Aldermen

FROM: John R. Neal, Chief of Police 

SUBJECT: Special Event – Methodist Rehabilitation Center (Ride for Methodist Rehab)

I have attached a request for a Special Event Permit from Chris Blount with the Methodist Rehabilitation Center. This event is a bicycle ride (Ride For Methodist Rehab) scheduled for Saturday, October 26, 2019 and will begin at 8:00 a.m. at their facility located at 102 Perkins Street. Riders have an option of a 25, 45 or 62 mile bike ride and will conclude at 1:00 p.m. All riders will leave our city limits and continue through the City of Madison and Madison County returning to the starting point per the route they choose. The bike routes are attached for your review.

Mr. Blount is expecting approximately 200 riders and Methodist Rehabilitation Center will be open for use of their facilities along with portable restrooms which will also be available on site to accommodate guests and participants. Water and medical aid stations will be set up along bicycle routes. Methodist Rehabilitation staff and volunteers will be responsible for setting up and cleaning up upon conclusion.

This event will not generate overtime for the police department as on-duty personnel will assist with traffic. We will also coordinate with the Madison Police Department to assist as needed.

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

Your consideration and approval will be greatly appreciated.

CC: Lt. Brian Myers

Attachments (2)



CITY OF RIDGELAND
SPECIAL EVENT PERMIT APPLICATION



(Please allow minimum 30 days for approval)

EVENT NAME: Ride For Methodist Rehab
EVENT LOCATION: 102 Perkins St (Green space of Methodist outpatient Therapy)
EVENT DATE: Beginning 10-26-19 to Ending 10-26-19 Multiple Days: ☐ YES ☒ NO
EVENT HOURS: Beginning 8:00 AM to Ending 1:00 PM
TYPE OF EVENT: cycling charity Ride
EVENT POINT OF CONTACT: Chris Blount CELL NUMBER: 601-622-5254
(This person must remain on scene during the entire event)

NAME OF ORGANIZATION: Methodist Rehabilitation Center

ADDRESS: _____ CITY/STATE/ZIP: _____

ESTIMATED CROWD SIZE: 200 NUMBER OF EVENT PERSONNEL: 30

ARRANGEMENTS FOR RESTROOM FACILITIES: ☒ YES ☐ NO LOCATION: Porta Potties, and use of our restrooms in our clinic.

ARRANGEMENTS FOR SITE CLEAN-UP: ☒ YES ☐ NO DETAILS: our therapists will clean up everything that day. Porta Potties picked up Oct. 28.

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): Along Bike course at aido Stations, and 102 Perkins Street Green space

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

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

Applicant Printed Name: Chris Blount Contact Number: 601 622 5254

Applicant Signature: Chris Blount Date: 9-27-19

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 9/30/19 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 10-15-19.

Chief of Police or Designee: [Signature] DATE: 09 OCT 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: 9-30-19

EVENT NAME: Bike for Methodist Rehab

EVENT LOCATION: 102 Perkins St. Ridgeland Corner of Perkins + W. Jackson

DESCRIPTION OF ON-PREMISES ACTIVITY: Bike Ride post-Bike picnic
on our green space - Just canned music at low
volumes

DATE OF ACTIVITY: 10-26-19 Beginning 10 AM to Ending 1 PM

HOURS OF ACTIVITY: Beginning _____ to Ending _____

ACTIVITY POINT OF CONTACT: Chris Blount CELL NUMBER: 601 672 5254
(This person must remain on scene during the entire event)

NAME OF ORGANIZATION: Methodist Rehab Center

ADDRESS: 1350 E. Woodrow Wilson CITY/STATE/ZIP: Jackson MS 39216

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

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 will be
on our green space at Methodist outpatient clinic,
Not near houses. But it will NOT be loud.

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

Applicants Signature: H Chris Blount

Date: 9-30-19

☒ APPROVED

☐ DENIED

Chief of Police or Designee: [Signature]

Date: 09 OCT 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.

Details regarding the Ride For Methodist Rehab – Oct. 26, 2019

Submitted by: Chris Blount, Executive Director, Methodist Rehabilitation Center

601-622-5254 cblount@wilsonfoundation.org

This is a casual road cycling event (not a race) presented by The Bike Crossing and Methodist Rehabilitation Center, with proceeds benefitting the charitable purposes of the rehab center. This is the 6th year we've done this event. Mayor McGee and Alderman D. I. Smith participate every year, and Paula Tierce is on the planning committee and will be onsite with me and a bunch of Methodist Rehab employees. The ride starts and ends at Methodist Outpatient Therapy (clinic) located on the corner of W. Jackson and Perkins streets. The attached maps shows the course and distance options. As you will see on the maps, the participants leave the city of Ridgeland minutes from of the start--most of the course is in unincorporated areas of the county. As the riders trickle back to Ridgeland, we will serve lunch on our greenspace. The event will be over by 1pm at the latest, and we will clean everything up.

Parking:

40+ persons may park at Methodist Outpatient Therapy. We also have permission to park at First Baptist Church and First United Methodist Church on W. Jackson, as well as Magnolia Dental Clinic. A few cyclists may park at The Bike Crossing or at one of the public parking spaces near the railroad crossing.

First Aide

Methodist Rehab Center nurses and therapists will provide lite first aide as needed. Our clinicians know to call 911 for EMT support if there's anything serious.

Traffic Control

We are not hiring private security. We are requesting Ridgeland PD support just for the start of the ride. The map shows the route. Most of the riders will leave promptly at 8am, head west on W. Jackson Street at Perkins, and then left on NE Madison Dr. We would very much appreciate if traffic can be stopped for just a minute or two on W. Jackson at the Perkins and NE Madison Dr. intersections, to allow the cyclists to get through that area.

NOTE: There is a second (smaller) group of riders who will leave at 8:15. If possible, we would love to have RPD support to allow this smaller group to get started. They will follow the same route from Perkins to W. Jackson, then left on NE Madison Dr.

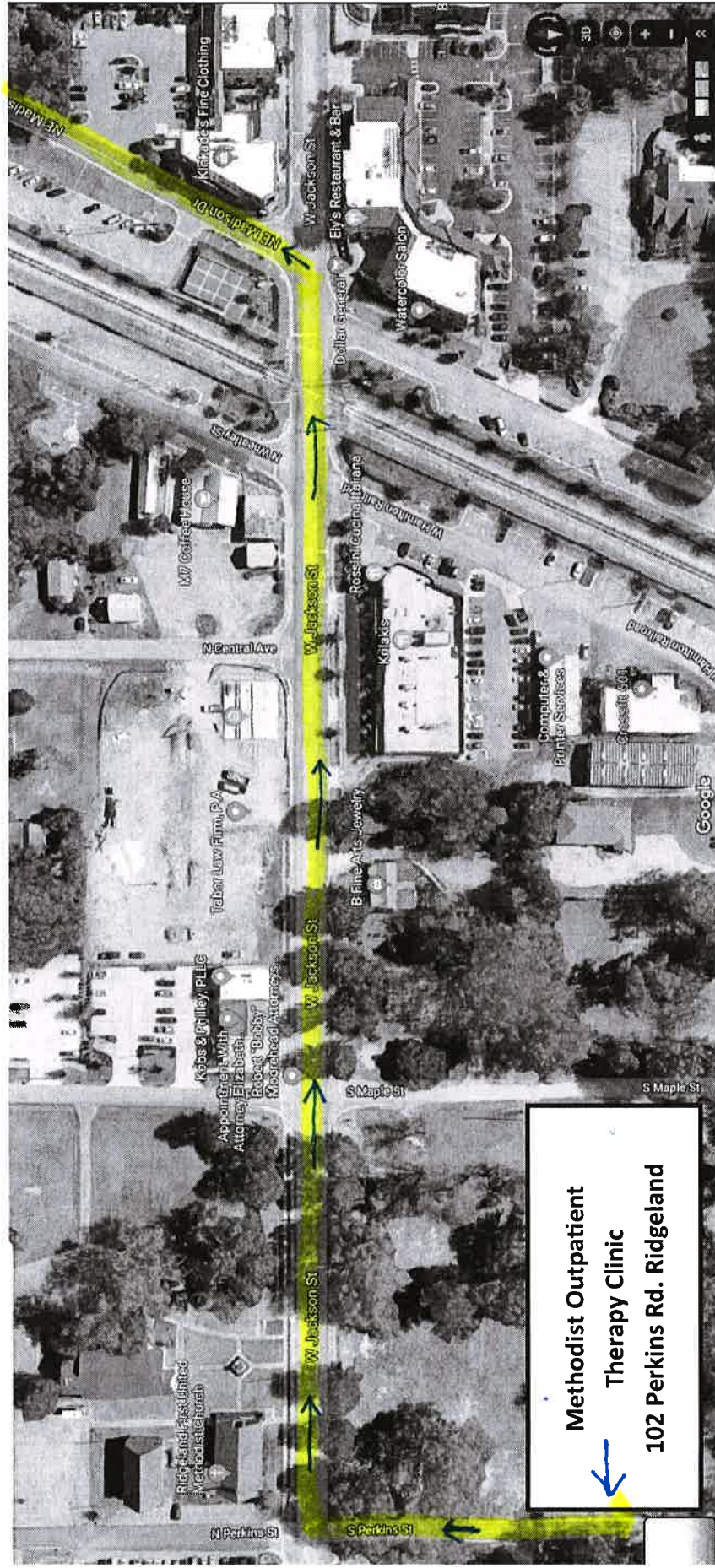
ALSO NOTE: The cyclists will ride at varying speeds, and there are distance options of 25, 45, and 62 miles. Therefore, the returning riders will be trickling back in over a several hour period. We do not expect police/traffic support for the returning riders as they trickle back into Ridgeland. All the riders are aware they are riding on public roads and must obey the rules of the road.

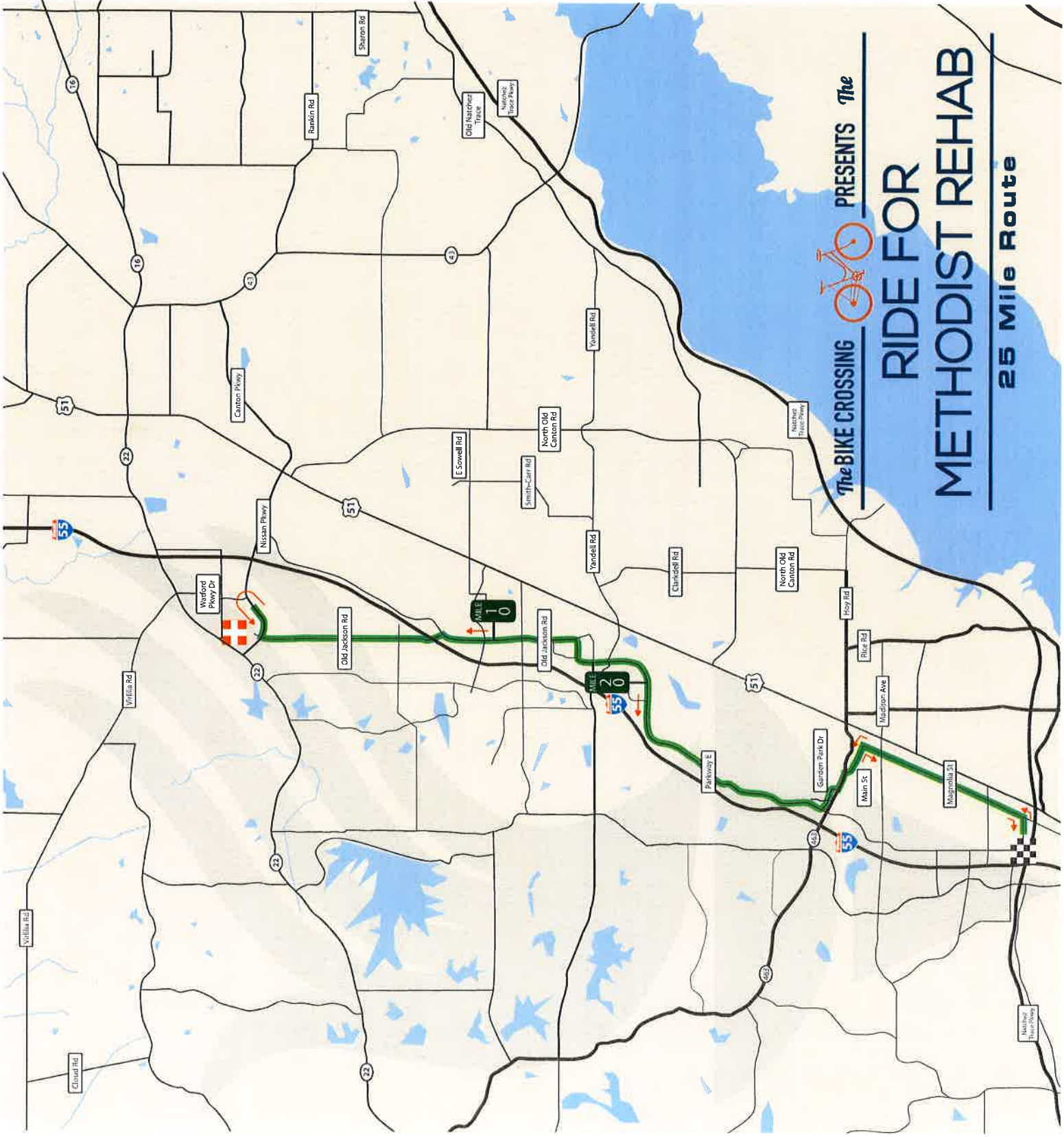
RE: Mobile food vending ordinance

Our employees are preparing lunch onsite at Methodist Outpatient Clinic, to be served on our greenspace to the returning cyclists. No food/beverage vendors are being used and we are not selling anything.

Start route for the Ride for Methodist Rehab, Saturday, Oct. 26 at 8am.

Highlighted areas show the start route.



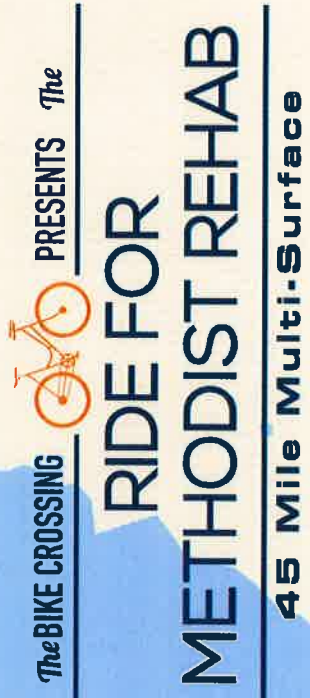


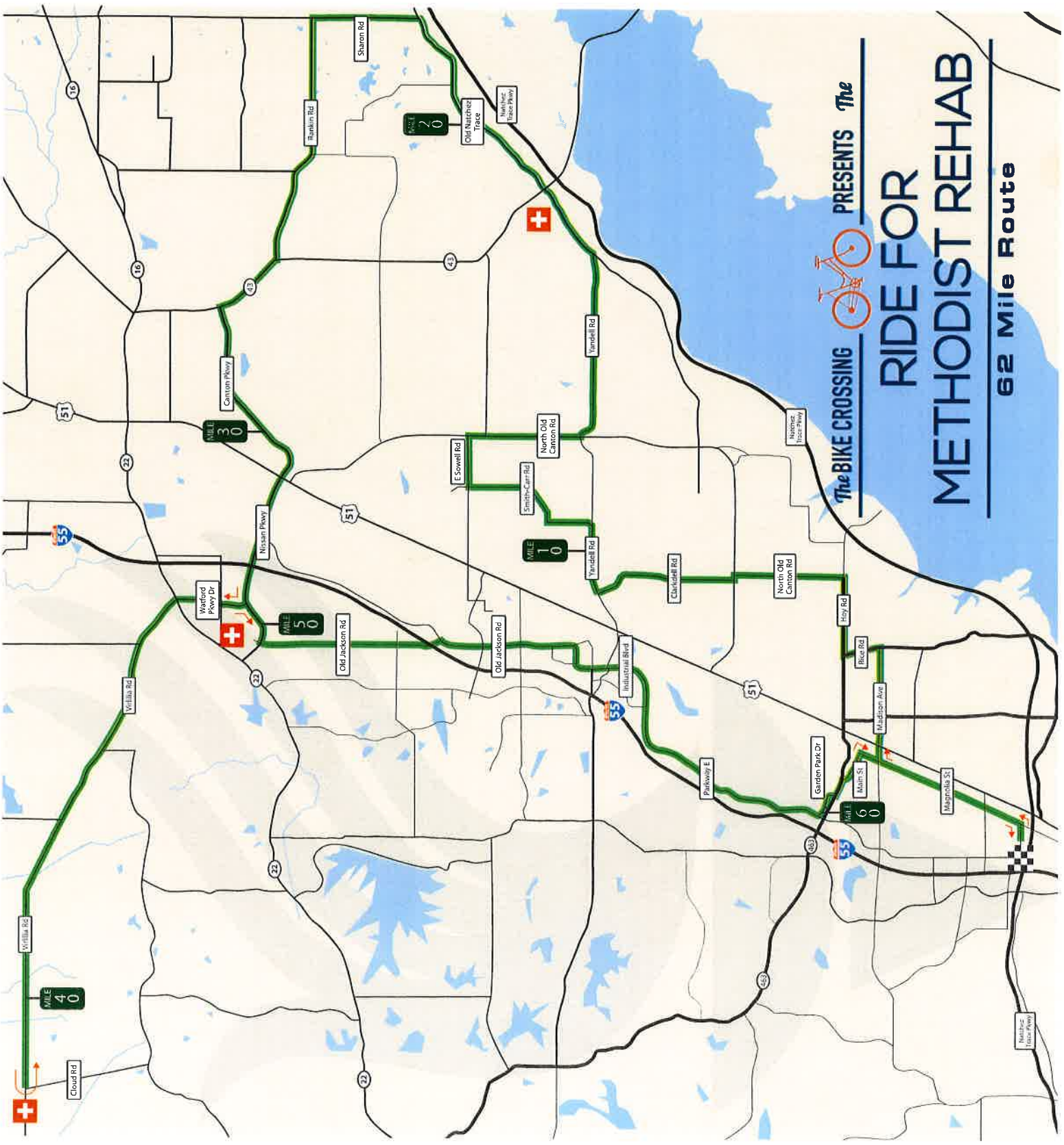
The BIKE CROSSING PRESENTS The

RIDE FOR

METHODIST REHAB

25 Mile Route





The BIKE CROSSING PRESENTS The
RIDE FOR
METHODIST REHAB
62 Mile Route

THE WILSON RESEARCH FOUNDATION
1350 EAST WOODROW WILSON
JACKSON, MS 39216

1218
85-618/653

DATE 9/30/2019

PAY TO THE ORDER OF City of Ridgeland

\$ 100.00

one Hundred and 00/100

DOLLARS

Security features included. Details on back.

FIRST COMMERCIAL BANK
Where Business Is Personal.™

MEMO Event Permit fee

H Chris Bount

MP

⑆065306189⑆

5021100⑈

01218

Vain Street Traditional Blue

THE WILSON RESEARCH FOUNDATION
1350 EAST WOODROW WILSON
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FIRST COMMERCIAL BANK
Where Business Is Personal.™

MEMO Event Bond fee

H Chris Bount

MP

⑆065306189⑆

5021100⑈

01219

Vain Street Traditional Blue



police department

October 9, 2019

TO: Mayor & Board of Aldermen
FROM: John R. Neal, Chief of Police 
SUBJECT: FY20 Budget Rollover Request

I respectfully request the FY19 funds remaining in accounts 011-101-730 (Capital Machinery & Equipment) and 011-101-720 (Capital Improvements Other) totaling \$5,351.00, rollover to the FY20 Budget into 011-101-730 (Capital Machinery & Equipment).

These were funds received from the Blue Cross Blue Shield of MS Foundation's Healthy Heroes Grant for the construction of the Ridgeland Police Department fitness center. Due to unexpected delays, we are still in the process of completing the center and final payments would be submitted during the FY20 budget year.

Your consideration and approval is greatly appreciated.

CC: Craig Cotten

LICENSES: THRU ZZZZZZZZZZ

SORTED BY: NAME

PAYMENT DATES: 9/01/2019 TO 9/30/2019

===== PAYMENT DISTRIBUTION =====								
LICENSE	PERIOD	CODE	ISSUED TO	FEE	PENALTY	TAX	INTEREST	TOTAL PAID
0012493	8/26/19- 8/25/20	27-17-009	ABIGAYLE ADULT DAYCARE LL	20.00CR	.00	.00	.00	20.00CR
0010453	10/01/19- 9/30/20	27-17-009	ACTION CHIROPRACTIC INC	30.00CR	.00	.00	.00	30.00CR
9133	10/01/19- 9/30/20	27-17-009	ALPHA MANAGEMENT CORPORAT	20.00CR	.00	.00	.00	20.00CR
0010439	10/01/19- 9/30/20	27-17-365	AMEITECH/ SOUTH	40.00CR	.00	.00	.00	40.00CR
5863	10/01/19- 9/30/20	27-17-365	AMY HEAD STUDIO	92.50CR	.00	.00	.00	92.50CR
5537	10/01/19- 9/30/20	27-17-009	APPLAUSE DANCE FACTORY, T	20.00CR	.00	.00	.00	20.00CR
0011434	10/01/19- 9/30/20	27-17-009	ARBORS AT THE NATCHEZ TRA	33.00CR	.00	.00	.00	33.00CR
10176	10/01/19- 9/30/20	27-17-365	ARCO AVENUE	32.50CR	.00	.00	.00	32.50CR
0012503	9/05/19- 9/04/20	27-17-365	ARIES SKIN CARE	20.00CR	.00	.00	.00	20.00CR
8543	10/01/19- 9/30/20	27-17-009	BARKSDALE JOE & MAGEE PLL	30.00CR	.00	.00	.00	30.00CR
5707	10/01/19- 9/30/20	27-17-009	BARNETTS BODY SHOP	72.00CR	.00	.00	.00	72.00CR
9258	9/01/19- 8/31/20	27-17-009	BATH FITTER, INC	33.00CR	3.30CR	.00	.00	36.30CR
8388	10/01/19- 9/30/20	27-17-365	BERNINA SEWING ETC	92.50CR	.00	.00	.00	92.50CR
0010486	10/01/19- 9/30/20	27-17-365	BEST BUY BEAUTY SUPPLY	150.00CR	.00	.00	.00	150.00CR
0012494	8/23/19- 8/22/20	27-17-009	BEYOND SPECIALITY CLEANIN	20.00CR	.00	.00	.00	20.00CR
0011407	9/23/19- 9/22/20	27-17-009	BEYOND THERAPY FOR KIDS	51.00CR	.00	.00	.00	51.00CR
0012506	10/01/19- 9/30/20	27-17-009	BODY SCULPTING BY DASJEVA	20.00CR	.00	.00	.00	20.00CR
0010450	10/01/19- 9/30/20	27-17-009	CAM'S PAINTING SERVICE LL	20.00CR	.00	.00	.00	20.00CR
7620	10/01/19- 9/30/20	27-17-009	CATERING BY GEORGES	20.00CR	.00	.00	.00	20.00CR
0012469	8/02/19- 8/01/20	27-17-365	CHARMED BOUTIQUE LLC	.00	2.80CR	.00	.00	2.80CR
0012500	9/27/19- 9/26/20	27-17-365	COTTON CANDY HEAVEN, LLC	20.00CR	.00	.00	.00	20.00CR
8587	9/01/19- 8/31/20	27-17-365	CVS PHARMACY #5925	560.00CR	.00	.00	.00	560.00CR
0010451	10/01/19- 9/30/20	27-17-009	DAYS INN AND SUITES	30.00CR	.00	.00	.00	30.00CR
9437	10/01/19- 9/30/20	27-17-009	DEEP ROOTS DESIGN & LANDS	30.00CR	.00	.00	.00	30.00CR
10144	9/01/19- 8/31/20	27-17-009	DIVA DOG	20.00CR	.00	.00	.00	20.00CR
8235	10/01/19- 9/30/20	27-17-009	DRURY INN & SUITES	105.00CR	.00	.00	.00	105.00CR
0010700	10/01/19- 9/30/20	27-17-009	DYATECH LLC	117.00CR	.00	.00	.00	117.00CR
0012227	9/25/19- 9/24/20	27-17-009	E. DAVID COX, BROKER	20.00CR	.00	.00	.00	20.00CR
0012511	9/05/19- 9/04/20	27-17-009	EARTHCON CONSULTANTS, INC	30.00CR	.00	.00	.00	30.00CR
0012509	10/09/19-10/08/20	27-17-009	EATS DINER, LLC	60.00CR	.00	.00	.00	60.00CR
0012495	8/26/19- 8/25/20	27-17-009	ELLE LIFE COACHING	20.00CR	.00	.00	.00	20.00CR
10168	10/01/19- 9/30/20	27-17-009	ENDODONTIC ASSOCIATES PLL	30.00CR	.00	.00	.00	30.00CR
8948	9/01/19- 8/31/20	27-17-035	ENTERPRISE RENT A CAR	5,290.00CR	.00	.00	.00	5,290.00CR
0012242	10/01/19- 9/30/20	27-17-365	FACES, PLLC	40.00CR	.00	.00	.00	40.00CR
0012507	9/10/19- 9/09/20	27-17-365	FAMILY DOLLAR #32328	50.00CR	.00	.00	.00	50.00CR
5252	9/01/19- 8/31/20	27-17-365	FARRELL CALHOUN PAINTS	50.00CR	5.00CR	.00	.00	55.00CR
0012510	9/13/19- 9/12/20	27-17-009	FIVE GUYS BURGERS & FRIES	30.00CR	41.40CR	.00	.00	71.40CR
8917	5/01/19- 4/30/20	27-17-365	FOLLETT HIGHER EDUCATION	.00	18.40CR	.00	.00	18.40CR
10013	1/01/19-12/31/19	27-17-365	FRANCES HESS DESIGNS LLC	20.00CR	3.40CR	.00	.00	23.40CR
0010431	10/01/19- 9/30/20	27-17-009	FRANS INTERIOR FASHIONS	20.00CR	.00	.00	.00	20.00CR
0012504	9/06/19- 9/05/20	27-17-009	GEN DYNAMICS INFO TECH IN	60.00CR	.00	.00	.00	60.00CR
0010751	4/05/13- 4/30/14	27-17-365	GINGERSNAPS, LLC	50.00CR	.00	.00	.00	50.00CR
0010751	5/01/18- 4/30/19	27-17-365	GINGERSNAPS, LLC	50.00CR	.00	.00	.00	50.00CR
8534	9/01/19- 8/31/20	27-17-009	GRADUATE SERVICES LLC	33.00CR	3.30CR	.00	.00	36.30CR
5752	10/01/19- 9/30/20	27-17-009	HAROLD HEAD PHOTOGRAPHY	20.00CR	.00	.00	.00	20.00CR
8164	9/01/19- 8/31/20	27-17-009	HOLTON IMPORT SERVICE INC	30.00CR	.00	.00	.00	30.00CR

LICENSES: THRU ZZZZZZZZZZ

SORTED BY: NAME

PAYMENT DATES: 9/01/2019 TO 9/30/2019

===== PAYMENT DISTRIBUTION =====								
LICENSE	PERIOD	CODE	ISSUED TO	FEE	PENALTY	TAX	INTEREST	TOTAL PAID
0010637	2/01/19- 1/31/20	27-17-009	HOMETOWN LENDERS	20.00CR	3.20CR	.00	.00	23.20CR
0010922	10/01/19- 9/30/20	27-17-009	INTEGRA REALTY RESOURCES	42.00CR	.00	.00	.00	42.00CR
0010428	10/01/19- 9/30/20	27-17-009	J A T SERVICES LLC	20.00CR	.00	.00	.00	20.00CR
0010887	10/01/19- 9/30/20	27-17-009	JACKSON AUTISM CENTER LLC	20.00CR	.00	.00	.00	20.00CR
10158	9/01/19- 8/31/20	27-17-009	JOHN PROCTOR REAL ESTATE	20.00CR	.00	.00	.00	20.00CR
0010446	10/01/19- 9/30/20	27-17-009	JP MID-SOUTH CLEANING SYS	30.00CR	.00	.00	.00	30.00CR
5551	10/01/19- 9/30/20	27-17-009	KATHRYNS STEAK HOUSE	30.00CR	.00	.00	.00	30.00CR
0010426	10/01/19- 9/30/20	27-17-009	L & G EQUIPMENT	20.00CR	.00	.00	.00	20.00CR
8007	9/01/19- 8/31/20	27-17-009	LA NOTICIA	20.00CR	2.00CR	.00	.00	22.00CR
0012161	6/16/19- 6/15/20	27-17-365	LANDS' END SCHOOL UNIFORM	.00	30.00CR	.00	.00	30.00CR
0012505	9/06/19- 9/05/20	27-17-365	LOVE CULTURE	300.00CR	20.00CR	.00	.00	320.00CR
7987	8/01/19- 7/31/20	27-17-009	MALEY SWIM SCHOOL	20.00CR	2.00CR	.00	.00	22.00CR
0011735	9/01/19- 8/31/20	27-17-009	MANIS/PEDIS:A BOUTIQUE NA	20.00CR	2.00CR	.00	.00	22.00CR
0011358	7/17/19- 7/16/20	27-17-365	METRO BY T-MOBILE	20.00CR	2.20CR	.00	.00	22.20CR
9442	7/01/19- 6/30/20	27-17-009	METROPOLITAN BANK	63.00CR	.00	.00	.00	63.00CR
0012496	8/23/19- 8/22/20	27-17-009	MILNER INSTRUMENT REPAIR	20.00CR	.00	.00	.00	20.00CR
9955	10/01/19- 9/30/20	27-17-365	MINI MART	75.00CR	.00	.00	.00	75.00CR
6681	10/01/19- 9/30/20	27-17-365	MOSTLY MARTHA LLC	92.50CR	.00	.00	.00	92.50CR
0011227	1/01/19-12/31/19	27-17-365	MUTTI LLC	20.00CR	3.60CR	.00	.00	23.60CR
8830	10/01/19- 9/30/20	27-17-009	NEW PERSPECTIVES INC	30.00CR	.00	.00	.00	30.00CR
0010546	9/01/19- 8/31/20	27-17-365	OLDE TOWN STATION LLC	50.00CR	.00	.00	.00	50.00CR
9184	9/01/19- 8/31/20	27-17-365	OLETAS GIFTS BASKETS & AC	20.00CR	2.00CR	.00	.00	22.00CR
9243	10/01/19- 9/30/20	27-17-009	P. F. CHANG'S CHINA BISTR	30.00CR	.00	.00	.00	30.00CR
7970	9/01/19- 8/31/20	27-17-009	PAUL DAVID HASTINGS	20.00CR	.00	.00	.00	20.00CR
0011980	9/15/19- 9/14/20	27-17-009	PLACE AT HARBOUR POINTE X	20.00CR	.00	.00	.00	20.00CR
0012103	10/01/19- 9/30/20	27-17-009	PPM CONSULTANTS INC.	33.00CR	.00	.00	.00	33.00CR
9919	9/01/19- 8/31/20	27-17-009	PWTINT AUTO CUSTMOZ	30.00CR	.00	.00	.00	30.00CR
9253	9/01/19- 8/31/20	27-17-009	RENASANT BANK	30.00CR	.00	.00	.00	30.00CR
0011699	9/02/19- 9/01/20	27-17-009	RETAIL MAINTENANCE SOLUTI	20.00CR	.00	.00	.00	20.00CR
0011468	9/01/19- 8/31/20	27-17-009	SCHOOLSTATUS, LLC	99.00CR	.00	.00	.00	99.00CR
0010432	10/01/19- 9/30/20	27-17-009	SCOTT MEDICAL IMAGING LLC	30.00CR	.00	.00	.00	30.00CR
6540	9/01/19- 8/31/20	27-17-365	SEABROOK PROTECTIVE PAINT	25.00CR	.00	.00	.00	25.00CR
0011979	9/01/19- 8/31/20	27-17-365	SMD EXCLUSIVE, LLC	20.00CR	.00	.00	.00	20.00CR
0010530	10/01/19- 9/30/20	27-17-365	SOMA INTIMATES, LLC	340.00CR	.00	.00	.00	340.00CR
0011692	9/15/19- 9/14/20	27-17-009	SOUTHERN HEALTHCARE AGENC	150.00CR	.00	.00	.00	150.00CR
9593	9/01/19- 8/31/20	27-17-365	SPENCERS	380.00CR	.00	.00	.00	380.00CR
9708	10/01/19- 9/30/20	27-17-009	STRATEGIC ADVISORY GROUP	20.00CR	.00	.00	.00	20.00CR
10033	3/01/17- 2/28/18	27-17-009	SUBWAY	20.00CR	5.60CR	.00	.00	25.60CR
10033	3/01/18- 2/28/19	27-17-009	SUBWAY	20.00CR	3.20CR	.00	.00	23.20CR
0011200	10/01/19- 9/30/20	27-17-009	SUMMER HOUSE REALTY	20.00CR	.00	.00	.00	20.00CR
6766	12/01/18-11/30/19	27-17-365	SUNGLASS HUT #4519	440.00CR	79.20CR	.00	.00	519.20CR
0010566	10/01/19- 9/30/20	27-17-009	TEC PARTNERS LLP	20.00CR	.00	.00	.00	20.00CR
0011975	9/05/19- 9/04/20	27-17-009	THAIRAPY GARDEN	20.00CR	.00	.00	.00	20.00CR
0010468	6/01/19- 5/31/20	27-17-009	THE CLUB AT TOWNSHIP LLC	30.00CR	3.90CR	.00	.00	33.90CR
0011045	8/01/19- 7/31/20	27-17-365	THE COLLEGE CORNER	40.00CR	4.40CR	.00	.00	44.40CR
0010872	9/01/19- 8/31/20	27-17-365	THE SOUTHERN NEEDLE	32.50CR	.00	.00	.00	32.50CR

10/03/2019 8:38 AM

L I C E N S E P A Y M E N T R E P O R T

PAGE: 3

LICENSES: THRU ZZZZZZZZZZ

SORTED BY: NAME

PAYMENT DATES: 9/01/2019 TO 9/30/2019

===== PAYMENT DISTRIBUTION =====									
LICENSE	PERIOD	CODE	ISSUED TO	FEE	PENALTY	TAX	INTEREST	TOTAL PAID	
6642	10/01/19- 9/30/20	27-17-009	TRACE APARTMENTS, THE	30.00CR	.00	.00	.00	30.00CR	
0011982	9/12/19- 9/11/20	27-17-009	TRUE ROOFING & CONTRACTIN	20.00CR	.00	.00	.00	20.00CR	
0010967	10/01/19- 9/30/20	27-17-009	TURBOJACK LLC	20.00CR	.00	.00	.00	20.00CR	
5316	10/01/19- 9/30/20	27-17-365	TUXEDO JUNCTION	20.00CR	.00	.00	.00	20.00CR	
0012508	9/11/19- 9/10/20	27-17-009	UFANCII BEAUTY BAR	20.00CR	.00	.00	.00	20.00CR	
8369	4/01/19- 3/31/20	27-17-009	UNEMPLOYMENT COST SOLUTIO	.00	3.00CR	.00	.00	3.00CR	
9715	10/01/19- 9/30/20	27-17-009	VICTORY MARKETING	45.00CR	.00	.00	.00	45.00CR	
8203	10/01/19- 9/30/20	27-17-009	W RANDALL KENG	20.00CR	.00	.00	.00	20.00CR	
6617	9/01/19- 8/31/20	27-17-009	WEE CARE CHILD CARE CENTE	72.00CR	.00	.00	.00	72.00CR	
0011060	10/01/19- 9/30/20	27-17-009	WELLS FARGO BANK NA	33.00CR	.00	.00	.00	33.00CR	
0012251	10/01/19- 9/30/20	27-17-009	WHIRL NATURAL SMOOTHIE BA	20.00CR	.00	.00	.00	20.00CR	
10046	4/01/19- 3/31/20	27-17-365	WRASER PHARMACEUTICALS	.00	16.50CR	.00	.00	16.50CR	
0012226	9/26/19- 9/25/20	27-17-009	XTRAORDINARY SOLUTIONS, I	20.00CR	.00	.00	.00	20.00CR	
8154	9/01/19- 8/31/20	27-17-365	YANKEE CANDLE COMPANY, IN	20.00CR	.00	.00	.00	20.00CR	

RECORD TOTAL		INPUT TOTAL		FEE TOTAL	PENALTY TOTAL	TAX TOTAL	INTEREST TOTAL	GRAND TOTAL	
106				10,783.50CR	260.40CR			11,043.90CR	

** LICENSE CODE TOTALS **

		===== PAYMENT DISTRIBUTION =====				
LICENSE CODE	DESCRIPTION	FEE	PENALTY	TAX	INTEREST	TOTAL PAID
27-17-009	SERVICE BUSINESSES	71	2,331.00CR	72.90CR		2,403.90CR
27-17-035	AUTOMOBILES FOR HIRE	1	5,290.00CR			5,290.00CR
27-17-365	RETAIL/WHOLESALE BUSINESSES	34	3,162.50CR	187.50CR		3,350.00CR
TOTAL			10,783.50CR	260.40CR		11,043.90CR

LICENSES: THRU ZZZZZZZZZZ

SORTED BY: NAME

PAYMENT DATES: 9/01/2019 TO 9/30/2019

** REPORT CODE TOTALS **

			===== PAYMENT DISTRIBUTION =====				
REPORT CODE	DESCRIPTION		FEE	PENALTY	TAX	INTEREST	TOTAL PAID
*****	INVALID	14	6,368.00CR	115.10CR			6,483.10CR
238160	Roofing Contractors	1	20.00CR				20.00CR
238990	All Other Specialty Trade Cont	11	369.00CR	7.10CR			376.10CR
321918	Other Millwork (including Floo	1	40.00CR				40.00CR
424430	Dairy Product (except Dried or	1	20.00CR				20.00CR
444120	Paint and Wallpaper Stores	2	75.00CR	5.00CR			80.00CR
446110	Pharmacies and Drug Stores	1	560.00CR				560.00CR
446120	Cosmetics Beauty Supplies and	2	170.00CR				170.00CR
447110	Gasoline Stations with Conveni	1	20.00CR	3.60CR			23.60CR
448120	Women's Clothing Stores	2	300.00CR	22.80CR			322.80CR
451130	Sewing Needlework and Piece Go	1	92.50CR				92.50CR
453110	Florists	1	92.50CR				92.50CR
453998	All Other Miscellaneous Store	3	103.00CR	3.30CR			106.30CR
454390	Other Direct Selling Establish	13	730.00CR	53.10CR			783.10CR
511110	Newspaper Publishers	1	20.00CR	2.00CR			22.00CR
522110	Commercial Banking	2	93.00CR				93.00CR
522120	Savings Institutions	1	33.00CR				33.00CR
523930	Investment Advice	1	30.00CR				30.00CR
524113	Direct Life Insurance Carriers	1	20.00CR				20.00CR
524210	Insurance Agencies and Brokera	1		3.00CR			3.00CR
531110	Lessors of Residential Buildin	1	33.00CR				33.00CR
531210	Offices of Real Estate Agents	3	60.00CR				60.00CR
531311	Residential Property Managers	2	50.00CR				50.00CR
532220	Formal Wear and Costume Rental	1	20.00CR				20.00CR
532310	General Rental Centers	1	20.00CR				20.00CR
541110	Offices of Lawyers	1	20.00CR				20.00CR
541211	Offices of Certified Public Ac	2	50.00CR				50.00CR
541410	Interior Design Services	1	20.00CR				20.00CR
541511	Custom Computer Programming Se	2	159.00CR				159.00CR
541613	Marketing Consulting Services	1	20.00CR				20.00CR
541620	Environmental Consulting Servi	2	63.00CR				63.00CR
541922	Commercial Photography	1	20.00CR				20.00CR
561320	Temporary Help Services	1	150.00CR				150.00CR
561720	Janitorial Services	1	20.00CR				20.00CR
611430	Professional and Management De	1	20.00CR				20.00CR
611620	Sports and Recreation Instruct	1	20.00CR	2.00CR			22.00CR
621111	Offices of Physicians (except	1	40.00CR				40.00CR
621210	Offices of Dentists	1	30.00CR				30.00CR
621310	Offices of Chiropractors	1	30.00CR				30.00CR
621340	Offices of Physical Occupation	1	51.00CR				51.00CR
621410	Family Planning Centers	1	20.00CR				20.00CR
621512	Diagnostic Imaging Centers	1	30.00CR				30.00CR
624120	Services for the Elderly and P	1	20.00CR				20.00CR
624410	Child Day Care Services	1	72.00CR				72.00CR
721110	Hotels (except Casino Hotels)	1	105.00CR				105.00CR
722320	Caterers	1	20.00CR				20.00CR

10/03/2019 8:38 AM

L I C E N S E P A Y M E N T R E P O R T

PAGE: 6

LICENSES: THRU ZZZZZZZZZZ

SORTED BY: NAME

PAYMENT DATES: 9/01/2019 TO 9/30/2019

** REPORT CODE TOTALS **

		===== PAYMENT DISTRIBUTION =====					
REPORT CODE	DESCRIPTION	FEE		PENALTY	TAX	INTEREST	TOTAL PAID
722511	FULL-SERVICE RESTAURANTS	4	150.00CR	41.40CR			191.40CR
811111	General Automotive Repair	1	30.00CR				30.00CR
811121	Automotive Body Paint and Inte	1	72.00CR				72.00CR
811310	Commercial and Industrial Mach	1	20.00CR				20.00CR
811490	Other Personal and Household G	1	20.00CR				20.00CR
812100	Personal Care Services	1	92.50CR				92.50CR
812112	Beauty Salons	2	40.00CR				40.00CR
812113	Nail Salons	1	20.00CR	2.00CR			22.00CR
812199	Other Personal Care Services	1	20.00CR				20.00CR
TOTAL			10,783.50CR	260.40CR			11,043.90CR

** FEE CODE TOTALS **

===== PAYMENT DISTRIBUTION =====						
FEE CODE	DESCRIPTION	FEE	PENALTY	TAX	INTEREST	TOTAL PAID
27-17-009	SERVICE BUSINESS	54	1,230.00CR	66.30CR		1,296.30CR
27-17-009C	SERVICE BUSINESS OVER 10	17	1,101.00CR	6.60CR		1,107.60CR
27-17-035	AUTOMOBILES FOR HIRE	1	5,290.00CR			5,290.00CR
27-17-365	RETAIL/WHOLESALE BUSINESSES	34	3,162.50CR	187.50CR		3,350.00CR
TOTAL			10,783.50CR	260.40CR		11,043.90CR

** GENERAL LEDGER DISTRIBUTION **

FUND G/L ACCOUNT	ACCOUNT NAME	AMOUNT
001-000-220	PRIVILEGE LICENSES	11,043.90CR
099-000-008	POOLED CASH	11,043.90

REPORT SELECTION CRITERIA

REPORT SELECTION

LICENSES: THRU ZZZZZZZZZZ

EFFECTIVE DATES: 0/00/0000 TO 99/99/9999

EXPIRATION DATES: 0/00/0000 TO 99/99/9999

PAYMENT DATES: 9/01/2019 TO 9/30/2019

LICENSE CODES: Include: 27-17-009 , 27-17-035 , 27-17-299 , 27-17-365 , 27-17-415 , 27-17-425 , 27-27-005 27-27-301 , 75-85-0

REPORT CODES: All

FEE CODES: All

PRINT OPTIONS

SEQUENCE: NAME

REPORT TYPE: SUMMARY

REVERSE PAYMENTS: NO

END OF REPORT

MUNICIPAL BASE EXPENDITURE CALCULATION

MUNICIPALITY CITY OF RIDGELAND

CONTACT PERSON Ashley Daniel

CONTACT NUMBER 601-856-7113

FYE September 30th	2014	2015	2016	2017	2018
Street Department					
Expenditures					
Personnel Cost	438,855	485,933	492,976	418,917	430,915
Supplies	320,319	355,032	455,400	339,037	420,176
Contractural Services	1,051,559	766,750	937,305	1,037,850	659,058
Capital Outlay	242,618	91,239	102,927	334,671	103,332
Debt Service	-	-	-	-	-
Total Expenditures	<u>2,053,351</u>	<u>1,698,954</u>	<u>1,988,608</u>	<u>2,130,475</u>	<u>1,613,481</u>
Less					
Bond Proceeds included in above Expenditures	-	-	-	-	-
Total Net Expenditures	<u>2,053,351</u>	<u>1,698,954</u>	<u>1,988,608</u>	<u>2,130,475</u>	<u>1,613,481</u>
Water Department					
Expenditures					
Personnel Cost	695,900	682,557	617,120	619,649	634,082
Supplies	384,214	368,919	369,207	353,563	338,035
Contractural Services	142,544	310,162	508,892	411,111	410,188
Capital Outlay	1,910,986	12,501	210,466	78,619	168,398
Debt Service	-	-	-	-	-
Total Expenditures	<u>3,133,644</u>	<u>1,374,139</u>	<u>1,705,685</u>	<u>1,462,942</u>	<u>1,550,703</u>
Less					
Bond Proceeds included in above Expenditures	-	-	-	-	-
Total Net Expenditures	<u>3,133,644</u>	<u>1,374,139</u>	<u>1,705,685</u>	<u>1,462,942</u>	<u>1,550,703</u>
Sewer Department					
Expenditures					
Personnel Cost					
Supplies					
Contractural Services					
Capital Outlay					
Debt Service					
Total Expenditures					
Less					
Bond Proceeds included in above Expenditures					
Total Net Expenditures					
Grand Total Net Expenditures					
All Departments	<u>5,186,995</u>	<u>3,073,093</u>	<u>3,694,293</u>	<u>3,593,417</u>	<u>3,164,184</u>

Instructions

Email form by November 1, 2019 to:

sales@dor.ms.gov

Contact Person:

Veronica Smith 601-923-7015

Certificate of Authority
For
Ridgeland (City Of)

WHEREAS, **Ridgeland (City Of)** deems it to be in the best interests of the employees and officers to commence/continue the operation of a Flexible Benefit Cafeteria Plan, as defined under Section 125 regulations, of the Internal Revenue Code, (hereinafter referred to as "the Plan"), be it

RESOLVED, that **Ridgeland (City Of)** approves and continues the appointment of Southern Administrators and Benefit Consultants, Inc. (SABC), as the Plan service provider effective on

Date _____, and the Plan shall continue to include Flexible Spending Accounts; Dependent Care and/or Unreimbursed Medical Reimbursement Expenses, be it

RESOLVED further, that **Ridgeland (City Of)**'s Authorized Representative:

_____, _____ is designated as an
Authorized Representative/Signer Name Title

authorized/approved signer for **Ridgeland (City Of)** and shall have the authority to establish a bank account with PriorityOne Bank, of Mississippi for **Ridgeland (City Of)**'s Flexible Spending Accounts "FSA," Cafeteria Plan, and

Authorized Representative/Signer Name

shall have the authority to approve and continue the appointment of Southern Administrators and Benefit Consultants, Inc.'s, (SABC), Vice President, Nelson Morrison, II as the signer of this FSA bank account, be it

FURTHERMORE, this bank account is being established to replace the FSA bank account that was with Renasant Bank, in order that SABC may continue to facilitate approved distribution of FSA funds for claiming participants, via PriorityOne Bank. This account will use SABC's Vice President's, Nelson Morrison, II automated facsimile signature for check reimbursements, and shall continue to disburse ACH approved transactions for **Ridgeland (City Of)**, and be

RESOLVED that, **Ridgeland (City Of)** hereby adopts and approves this certificate of authority to become effective the date of this signed Certificate of Authority, with the implementation and continuation of the Plan to commence on the 1st date January, 2020.

CERTIFICATE OF _____
Title of Authorized Representative

I certify that I _____, am the _____, for
Authorized Representative/Signer Name Title

Ridgeland (City Of), a _____ corporation/organization existing under the laws of the State of Mississippi. The foregoing is a true certificate duly adopted by **Ridgeland (City Of)**, and **Ridgeland (City Of)**'s representative, is hereby instructed to enter a copy of this certificate into the records of **Ridgeland (City Of)**.

Signed By: _____ Title: _____
Authorized Representative/Signer Name

Signature: _____ this Date: _____

Southern Administrators and Benefit Consultants, Inc.

Originator Bank Agreement and ACH Compliance Rules Acknowledgment

This agreement between Ridgeland (City Of), herein after referred to as (*Originator*) and/or (*Client*), and Southern Administrators and Benefit Consultants, Inc., (SABC), service provider and Third-Party Sender, is an addendum agreement, incorporated with SABC's standard service agreement, and shall remain in force for the term of Southern Administrators and Benefit Consultants, Inc., (SABC), services to the Originators' Benefit Plan.

Southern Administrators and Benefit Consultants, Inc., (SABC), herein after referred to as SABC, is a Third-Party Sender (*TPS*), as defined by the *National Automated Clearing House (ACH) Operating Rules and Guidelines on disbursing funds, such as Flexible Spending (FSA) and/or Health Reimbursement Arrangement (HRA) Accounts*. As a TPS, SABC is required by the ACH Rules to obtain this authorization and agreement from the Originator (*defined as the owner of the bank account originating funds to be disbursed, the Client listed herein*), and when SABC is assisting with the set-up of the Originator's Bank Account, shall include the authorization of by this agreement shall authorize the following:

1. Originator (Client) hereby authorizes Southern Administrators and Benefit Consultants, Inc., (SABC), to Establish and maintain, (as authorized by the appointed Plan Administrator/authorized representative), a checking account for the deposits and disbursements for the Flexible Spending Account (FSA) or Health Reimbursement Arrangement (HRA) funds under the Plan, with ownership of the bank account remaining the Originators;
2. Provide a responsible record-keeping system for the Plan that meets the requirements of Section 6039D(b) of the Internal Revenue Code, and/or Section 25-17-1 to 25-17-11 of the Mississippi Code;
3. Perform fiduciary duties of a service provider, for the Originators Spending Accounts to the extent of collecting and verifying all supporting documentation;
4. Provide employee participants the option of electronic payment, by Automated Clearing House (ACH) Payments, (under the rules of ACH, *defined by the National Automated Clearing House (ACH) Operating Rules and Guidelines on disbursing funds, such as Flexible Spending (FSA) and/or Health Reimbursement Arrangement (HRA) Accounts*), and/or SABC Flex Card, for allowable expenses in accordance with the Originators Cafeteria Plan Document;
5. Originator (Client) hereby authorizes SABC, as a TPS, to authorize the Originating Depository Financial Institute or (ODFI) to originate entries on behalf of the Originator to process payment of funds to Receivers' (FSA or HRA Direct Deposit Accounts);
6. The Originator agrees to be bound by the Rules of Automated Clearing House (ACH);
7. The Originator agrees not to originate entries that violate the laws of the United States;
8. Originator is restricted to only FSA or HRA Plan disbursements and may not have any unauthorized transactions, not predefined for the Originators account.
9. ODFI shall have the right to terminate or suspend any Originator services, and SABC as TPS shall have the right to terminate or suspend agreement and services, for any breach of the ACH Rules, in any manner that permits non-compliance with the ACH Rules;
10. Originator acknowledges the right of the ODFI to audit the Originators' and TPS for compliance with the ACH Rules.

Please identify the **Authorized Representative/Signer**, who is eligible to establish a bank account on behalf of Ridgeland (City Of), below:

Ridgeland (City Of)

_____,
(Please Print the Name of **Authorized Representative/Signer**) (Please Print Title of Signer)

P.O. Box 217
Ridgeland MS 39158

IN WITNESS WHEREOF, the Originator hereto have caused this Addendum Agreement to be executed by their duly appointed Authorized Representative/officers, effective Date: _____, 2019, the date of this Addendum Agreement/Contract.

By: _____
(Original Signature of **Authorized Representative/Signer**)

(Please Print Name)

TITLE: _____

DATE: _____

Definitions:

ACH means Automated Clearing House;

Authorized Representative/Signer means, person or persons who have assigned authority to establish and sign for, a bank account for the business or agency creating or establishing ACH transactions or services with the TPS for the Plan;

Client means Originator, business, group, or agency establishing the ACH transaction and services;

FSA means Flexible Spending Accounts (Dependent Care and/or Unreimbursed Medical Plans);

HRA means Health Reimbursement Plans;

Originator means entity or person bank account that creates an ACH transaction;

ODFI means Originating Depository Financial Institute;

Plan means FSA or HRA Benefit Accounts;

Plan Administrators means appointed authorized decision make and signer for the Benefit Plan.

Receiver means a Direct Deposit Accounts for Flexible Spending Account (FSA)

or Health Reimbursement Arrangement (HRA) Plans for employee participants;

TPS means Third-Party Sender - Southern Administrators and Benefit Consultants, Inc. SABC.



Merchant Application

Business Information			
Merchant's DBA Name/Outlet Name: City of Ridgeland - Court Online		Merchant's Legal Name: City of Ridgeland	
Physical Street Address (No P.O. Box): 304 Hwy 51		Legal Address: PO Box 217	
City, State, Zip: Ridgeland, MS 39157		City, State, Zip: Ridgeland, MS 39158	
DBA Phone: (601) 856-7113	Fax:	Corp. Phone: (601) 856-7113	Fax:
Contact Name at this Address: Ina Bryd		Contact Name at this Address: Ina Bryd	
E-Mail: ina.byrd@ridgelandms.org		E-Mail: ina.byrd@ridgelandms.org	
Customer Service Phone # (Required for MOTO and Internet merchants only): (601) 856-7113			
Website Address (Required for Internet merchants): www.ridgelandms.org			
Merchant Profile		Amex/Visa/MasterCard/Discover Information	
Ticker Symbol:		Market Type:	
Type of Ownership: ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☐ Professional Assoc ☐ Tax Exempt Org (501C: ☐ 3 ☐ 4 ☐ 10) ☒ Government/Municipality		☐ Retail ☐ Supermarket ☐ Restaurant ☐ Emerging Market ☐ Lodging ☐ Public Sector ☐ MO/TO ☐ Auto Rental ☐ P-card ☐ Cash Advance ☒ E-commerce ☐ Other	
Type of Goods or Services Sold: Court Payments		Sales Profile (Must equal 100%)	
SIC Code: 9399		Card Swiped 0 %	
Years in business under current ownership: 120		Manual Keyed with imprint 0 %	
Federal Tax ID# 6 4 6 0 0 1 5 5 0		Mail Order/Telephone 0 %	
		Internet 100 %	
		Total 100%	
Do you currently accept Amex/Visa/MasterCard/Discover? ☒ Yes ☐ No			
Does merchant accept transactions before the customer receives product or service? ☐ Yes ☒ No			
How long does customer wait before product is received? _____ % of sales in this category _____			
% cost that is prepayment? _____ Duration of extended service or benefit (in weeks) _____			
Does merchant offer warranties, dues, subscriptions, memberships or other extended services? ☐ Yes ☒ No			
Annual Amex/Visa/MC/Discover Sales: <u>\$457,524</u> Average Ticket: <u>\$204</u> Total Amex/Visa/MC/Discover Sales (multiple locations only): <u>\$457,524</u>			
Member Bank (Acquirer) Information			
Wells Fargo Bank, P.O. Box 6079 - Concord, CA 94524 - (844) 284-6834			
Important Member Bank (Acquirer) Responsibilities		Important Merchant Responsibilities	
1. A Visa Member is the only entity approved to extend acceptance of Visa products directly to a merchant. 2. A Visa Member must be a principal (signer) to the Merchant Agreement. 3. The Visa Member is responsible for and must provide settlement funds to the merchant. 4. The Visa Member is responsible for all funds held in reserve that are derived from settlement. 5. The Visa Member is responsible for educating merchants on pertinent Visa International Operating Regulations with which merchants must comply.		1. Ensure compliance with cardholder data security and storage requirements. 2. Maintain fraud and chargebacks below thresholds. 3. Review and understand the terms of the Merchant Agreement. 4. Comply with Visa International Operating Regulations.	
Merchant Resources		The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa member (acquirer) is the ultimate authority should the merchant have any problems.	
• You may download "Visa Regulations" from Visa at: https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf • You may download "MasterCard Rules" from MasterCard at: http://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html • You may download additional merchant information from Discover at: http://www.discovernetwork.com/merchants/index.html • You may download "American Express Merchant Operating Requirements" at: https://icm.aexp-static.com/Internet/NGMS/US_en/Images/MerchantPolicyOptBlue.pdf			
Merchant's Signature: X		Name (printed): Paula Tierce	
		Title: City Clerk	
		Date	

For questions regarding Card Services, contact: Customer Service within 60 days of the date of the statement and/or notice. Global Payments Direct Inc. - 3550 Lenox Road NE, Suite 3000, Atlanta, GA 30326 or call: 1-800-367-2638.
Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice.

Merchant Initials: #2

Rev. 10-18-GP-WF-OE-MJA

Credit/Debit Card Services and Fee Schedule*

Plan Type	New	Existing	Existing Merchant No.	Discount Rate	Per Item	Per Auth.
☒ VISA Credit	☒	N/A	N/A	0.0000 %	\$ 0.0000	\$ 0.0000
☒ VISA Bus. Card	☒	N/A	N/A	0.0000 %	\$ 0.0000	\$ 0.0000
☒ VISA Check	☒	N/A	N/A	0.0000 %	\$ 0.0000	\$ 0.0000
☒ MasterCard Credit	☒	N/A	N/A	0.0000 %	\$ 0.0000	\$ 0.0000
☒ MasterCard Bus. Card	☒	N/A	N/A	0.0000 %	\$ 0.0000	\$ 0.0000
☒ Debit MasterCard	☒	N/A	N/A	0.0000 %	\$ 0.0000	\$ 0.0000
☒ Discover Credit	☒	☐	N/A	0.0000 %	\$ 0.0000	\$ 0.0000
☒ Discover Bus. Card	☒	☐	N/A	0.0000 %	\$ 0.0000	\$ 0.0000
☒ Discover Check	☒	☐	N/A	0.0000 %	\$ 0.0000	\$ 0.0000
☒ PayPal Credit (card present)	☒	☐	N/A	0.0000 %	\$ 0.0000	\$ 0.0000
☒ Diners Club, China Union Pay, JCB	☐	☐		2.8500 %	\$ 0.1500	\$
☒ Debit (other than Visa or MC)	☒	☐			\$ 0.0000	\$
☐ EBT	☐	☐			\$	\$
☒ American Express	☐	☐		0.0000 %	\$ 0.0000	\$ 0.0000
☒ American Express Prepaid	☐	☐		0.0000 %	\$ 0.0000	\$ 0.0000
Merchant FNS# _____				Cash Benefits: ☐ YES ☐ NO		Daily Discount: ☐ YES ☒ NO

Surcharges: (Non-Qualified surcharges are marked "NQ" and are per-occurrence)

Surcharges:	☒ Tiered	☐ Pass-Through Plus	☐ Interchange Plus
	0.00% Rewards Discount	_____ Pass-Through Plus	
	0.00% Mid-Qualified Discount		
	0.00% Non-Qualified Discount		

A list of additional fees/rates can be found on pages 2 and 4 of this Card Services Agreement contract under the headings "Other Fees" and "Association Fees and Assessments."

The foregoing discount rate, per item and authorization fees are based upon Merchant's complying with all processing requirements as established by the applicable governing authority of the payment type which qualifies Merchant for the most favorable interchange rates available for such payment type. Transactions that do not qualify for the most favorable interchange rates will be subject to the surcharges up to 3.00% in addition to the rate quoted. See "Other Fees" section of this Card Services Agreement and Section 34 of the Card Services Terms and Conditions for more information regarding non-qualifying surcharges. Discount rates and other percentage fees are calculated by multiplying the rates or fees and the Merchant's applicable transaction volume. Per item and per authorization fees are calculated per transaction or authorization, as applicable. See Section 13 of the Card Services Terms and Conditions for information regarding the early termination fee. In addition to the per item fee, all Debit Transactions include fees assessed by the applicable network organization.

Other Fees (Per occurrence fees marked with a *)

\$ _____ Non-Refundable Application Fee *	\$ _____ Virtual Site Survey Fee *	\$ 0.00 Chargeback Fee *
\$ 0.00 Membership Fee	\$ 0.00 Retrieval Fee *	_____ Monthly Debit Card Membership Fee
\$ 0.00 Monthly Regulatory Compliance Fee	_____ Minimum Monthly Discount	_____ Global Transport VT (Recurring Billing)
_____ Annual Association Technology Fee	_____ Voice AVS Fee *	_____ Setup Fee *
_____ Global Access @dvantage Monthly Fee	\$ 0.00 PCI ASSURE Monthly Fee	_____ Global Transport VT (Recurring Billing)
\$ 0.00 Voice Authorization Fee *	\$ 0.00 PCI ASSURE Non-Compliance	_____ Monthly Fee
\$ 0.00 Batch/ACH Fee *	_____ Fee (monthly)	_____ Global Transport VT (Recurring Billing)
\$ 0.00 Non-Sufficient Fund *	_____ Data Monitoring Fee *	_____ Transaction Fee *
\$ 0.00 Account Maintenance Fee	_____ Other: _____	
\$ _____ Gateway Monthly Fee	\$ _____ Gateway Setup Fee	

Association Fees and Assessments (Per occurrence fees marked with a *)

0.0000% GP Fee - DISC Assessments *	\$ 0.0000 GP Fee - MC Data Integrity *
0.0000% GP Fee - DISC Intl Processing *	GP Fee - MC CVC2 *
0.0000% GP Fee - DISC Intl Service *	GP Fee - MC Assessments *
0.0000% GP Fee - PayPal Assessment *	GP Fee - MC Assessments Lg Tkt *
\$ 0.0000 GP Fee - PayPal Participation *	GP Fee - MC Acceptance & Licensing *
0.0000% GP Fee - VISA Assessments-Credit *	GP Fee - MC Cross Bdr Domestic *
0.0000% GP Fee - VISA Assessments-Debit *	GP Fee - MC Cross Bdr Foreign *
0.0000% GP Fee - VISA Intl Svc Assessment-Purchase *	GP Fee - MC Acq Program Support *
0.0000% GP Fee - VISA Intl Svc Assessment *	GP Fee - MC Digital Enablement *
0.0000% GP Fee - VISA Intl Acquiring *	GP Fee - MC Monthly Fee
\$ 0.0000 GP Fee - VISA Trans Integrity *	GP Fee - MC Integrity - Final Auth (Max) *
\$ 0.0000 GP Fee - VISA APF - Credit *	GP Fee - MC Integrity - Final Auth (Min) per Auth PI *
\$ 0.0000 GP Fee - VISA APF - Debit *	GP Fee - MC Integrity - Pre Auth/Undefined per Auth PI *
\$ 0.0000 GP Fee - Visa APF Intl - Credit *	GP Fee - AMEX Inbound *
\$ 0.0000 GP Fee - Visa APF Intl - Debit *	GP Fee - AMEX Network *
\$ 0.0000 GP Fee - VISA AVS Only *	GP Fee - AMEX CNP *
\$ 0.0000 GP Fee - VISA Misuse of Auth *	GP Fee - AMEX Access *
\$ 0.0000 GP Fee - MC Acct Status Inquiry *	GP Fee - Settlement Funding Fee *

Personal Guaranty

I/We hereby irrevocably guarantee to Global Direct and Member, their successors and assigns, the full, prompt, and complete performance of Merchant and all of Merchant's obligations under the Card Services Agreement, including but not limited to all monetary obligations arising out of Merchant's performance or non-performance under the Card Services Agreement, whether arising before or after termination of the Card Services Agreement. This guaranty shall not be discharged or otherwise affected by any waiver, indulgence, compromise, settlement, extension of credit, or variation of terms of the Card Services Agreement made by or agreed to by Global Direct, Member, and/or Merchant. I/We hereby waive any notice of acceptance of this guaranty, notice of nonpayment or nonperformance of any provision of the Card Services Agreement by Merchant, and all other notices or demands regarding the Card Services Agreement. I/We agree to promptly provide to Global Direct and Member any information requested by any of them from time to time concerning my/our financial condition(s), business history, business relationships, and employment information. I/We agree that Global Direct and Global Direct (on behalf of Member) may order a consumer credit report on me, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account. I/We have read, understand, and agree to be bound by the Card Services Terms & Conditions provided to Merchant and those terms and conditions contained in this Merchant Application.

Signature of Guarantor (please sign below)

X

, an individual

← #4

Name (printed):

Paula Tierce

Signature of Guarantor (please sign below)

X

, an individual

Name (printed):**Owner/Officer Information**

Complete Owner/Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. An owner or person with control listed, must be the one to accept the agreement at the end of this application.

Name: Paula Tierce	Title: City Clerk	Equity Owned: 0 %	Date of Birth (mm/dd/yyyy): 09/09/1999	Social Security #: 9 9 9 9 9 9 9 9 9	Home Phone #: (601) 856-7113
Home Address: 304 Hwy 51	City: Ridgeland	State: MS	Zip Code: 39157	Years There: 2	
Former Address (if less than 1 year at current address):	City:	State:	Zip Code:	Years There:	
Name:	Title:	Equity Owned: %	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
Home Address:	City:	State:	Zip Code:	Years There:	
Former Address (if less than 1 year at current address):	City:	State:	Zip Code:	Years There:	
Name:	Title:	Equity Owned: %	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
Home Address:	City:	State:	Zip Code:	Years There:	
Former Address (if less than 1 year at current address):	City:	State:	Zip Code:	Years There:	
Name:	Title:	Equity Owned: %	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
Home Address:	City:	State:	Zip Code:	Years There:	
Former Address (if less than 1 year at current address):	City:	State:	Zip Code:	Years There:	
Name:	Title:	Equity Owned: %	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
Home Address:	City:	State:	Zip Code:	Years There:	
Former Address (if less than 1 year at current address):	City:	State:	Zip Code:	Years There:	

Is any owner, officer, director, employee, or agent a current or former official in the executive, legislative, administrative, military, or judicial branch of any government (elected or not); a senior official of a major political party; an executive of a government-owned commercial enterprise; a family member of any of the foregoing officials; or a close personal or professional associate of any of the foregoing officials? ☐ Yes ☒ No If "yes," please attach details.

Bank Information (Attach Voided Check or Bank Letter):

Routing Number:										DDA/Checking Account#:	Deposit	Discount	Chargebacks	Equipment	Supplies	Misc. Fees
Bank 1	0	6	5	3	0	2	1	9	6	1021349183	☒	☒	☒	☒	☒	☒
Bank 2											☐	☐	☐	☐	☐	☐
Bank 3											☐	☐	☐	☐	☐	☐
Bank 4											☐	☐	☐	☐	☐	☐

Merchant Site Survey Report (To be Completed by Sales Representative)

Merchant Location: ☐ Retail Location with Store Front ☐ Office Building ☐ Residence ☐ Other: _____

Surrounding Area: ☐ Commercial ☐ Industrial ☐ Residential

Does the amount of inventory and merchandise on shelves and floor appear consistent with the type of business? ☐ Yes ☐ No

If no, explain: _____

Does the Merchant use a Fulfillment House? ☐ Yes ☐ No If yes, was the Fulfillment House inspected? ☐ Yes ☐ No

The Merchant: ☐ Owns ☐ Leases the business premises

Further comments by inspector (must complete): _____

I hereby verify that this application has been fully completed by merchant applicant and that I have physically inspected the business premises of the merchant at this address and the information stated above is true and correct to the best of my knowledge and belief.

Verified and inspected by (print name): _____

Representative Name: _____ Representative Signature: X

Date: _____

Sales Rep Name: _____ Sales Rep Code: 6329 Sales Phone Number: _____ Sales Email Address: _____

Amex annual volume < \$1,000,000 ☒ YES ☐ NO

Amex Acceptance ☒ YES ☐ NO

Amex Marketing ☒ YES ☐ NO

American Express ESA Program

By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity, which agrees to be bound by the American Express® Card Acceptance Agreement ("Agreement"), and that all information provided herein is true, complete, and accurate. I authorize Global Direct and American Express Travel Related Services Company, Inc. ("American Express") and American Express's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies from time to time, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct Global Direct and American Express and American Express's agents and Affiliates to inform me directly, or inform the entity above, about the contents of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize American Express to use the reports on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. Please read the American Express Privacy Statement at <https://www.americanexpress.com/privacy> to learn more about how American Express protects your privacy and how American Express uses your information. I understand that I may opt out of marketing communications by visiting this website or contacting American Express at 1-(800)-528-5200. I understand that upon American Express's approval of the application, the entity will be provided with the Agreement and materials welcoming it to American Express's Card acceptance program.

Merchant's Signature

X

Name (printed):

Paula Tierce

Title:

City Clerk

Date:

Hardware

Process Method: ☒ EDC ☐ Touchtone ☐ Paper
 Platform: ☒ East ☐ Central ☐ Other _____
 Imprinter: ☒ Own ☐ Purchase
 Purchase Price per Unit: \$ _____
 Purchase Quantity - Standard: _____
 Purchase Quantity - Handheld: _____
 Total Regular Plates Needed: 1
 Total Amex Plates Needed: 1
 Total Plastic Cards Needed: 1
 Global to schedule download? ☒ Yes ☐ No
 Global to train? ☒ Yes ☐ No
☒ Own/Reprogram ☐ Purchase ☐ Lease ☐ Rental

Terminal Type: _____
 Pinpad Type: _____
 Printer Type: _____
 Check Reader: _____
 Terminal Application / PC Software Type: _____

Number of TIDS: 1 Product: X-Charge
 Term type: XC2 Third Party Settlement
 Global PC Software: ☐ Own ☐ Terminal ☒ Host
 If purchase, price \$ _____ # of payments: _____

Qty	Hardware Device	Rental/Purchase	Unit Price
Special Instructions: N (M)			

Cardholder Data Storage Compliance & Service Provider

PCI DSS and Card Network rules prohibit storage of sensitive authentication data after the transaction has been authorized (even if encrypted). If you or your POS system store, process, or transmit full cardholder's data, then you (merchant) must validate PCI DSS compliance. If you (merchant) utilize a payment application the POS software must be PA DSS (Payment Application Data Security Standards) validated where applicable. If you use a payment gateway, they must be PCI DSS Compliant.

As required under the Payment Card Industry Data Security Standard (PCI DSS), I do hereby declare and confirm the following:

Questions:

Merchant will maintain full PCI DSS compliance at all times and will notify Global Payments when it changes its point of sale software, system, application or vendor	YES ☒	NO ☐	N/A ☐
Do your transactions process through any other Third Parties (i.e. web hosting companies, gateways, corporate office)?	YES ☐	NO ☒	N/A ☐
Merchant utilizes the services of a PCI SSC Qualified Integrator Reseller (QIR) when POS payment applications are utilized.	YES ☐	NO ☒	N/A ☐
The signing merchant listed below has experienced an account data compromise.	YES ☐	NO ☒	N/A ☐ (I have never accepted payment cards.)
The signing merchant listed below is storing Sensitive Authentication Data* (even if encrypted) after the transaction has been authorized.	YES ☐	NO ☒	N/A ☐ (I have never accepted payment cards.)
Merchant utilizes an EMV enabled terminal	YES ☐	NO ☒	N/A ☐

*Sensitive Authentication Data is security related information (Card Verification Values, complete Magnetic Stripe Data, PINs, and PIN blocks) that is used to authenticate cardholders.

Please note that if you have indicated that your organization has experienced an account data compromise in the past, a PCI DSS Level 1 Compliance Assessment may be required upon Global's request. A compromise of cardholder data from your location(s) may result in the issuance of fines and/or penalties by the card brand, for which you will be responsible under your Merchant Agreement, notwithstanding this Compliance Statement.

It is imperative that you notify Global Payments immediately should the information on this Compliance Statement change.

Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization

Your Card Services Agreement is between Global Payments Direct, Inc. ('Global Direct'), the Merchant named above and the Member named below ('Member'). Member is a member of Visa, USA, Inc. ('Visa') and MasterCard International, Inc. ('MasterCard'); Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC. ('Discover') and a registered Program Participant of American Express Travel Related Services Company, Inc. ('American Express'). A copy of the Card Services Terms and Conditions, revision number 10-18-GP-WF-OE-MUA, has been provided to you. Please sign below to signify that you have received a copy of the Card Services Terms & Conditions and that you agree to all terms and conditions contained therein. If this Merchant Application is accepted for card services, Merchant agrees to comply with the Merchant Application and the Card Services Terms & Conditions as may be modified or amended in the future. If you disagree with any Card Services Terms & Conditions, do not accept service.

IF MERCHANT SUBMITS A TRANSACTION TO GLOBAL DIRECT HEREUNDER, MERCHANT WILL BE DEEMED TO HAVE ACCEPTED THE CARD SERVICES TERMS & CONDITIONS.

By your signature below on behalf of Merchant, you certify that all information provided in this Merchant Application is true and accurate and you authorize Global Direct, and Global Direct on Member's behalf, to initiate debit entries to Merchant's checking account(s) in accordance with the Card Services Terms and Conditions. In addition by your signature below on behalf of Merchant you authorize Global Direct to order a consumer credit report on you, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account.

Merchant's Signature - Owner/Officer Name 1:

Name (printed):

Title:

Date:

X

Paula Tierce

City Clerk

☐ #7

Merchant's Signature - Owner/Officer Name 2:

Name (printed):

Title:

Date:

X

Merchant's Signature - Owner/Officer Name 3:

Name (printed):

Title:

Date:

X

Merchant's Signature - Owner/Officer Name 4:

Name (printed):

Title:

Date:

X

Signing for Global Payments Direct, Inc.:

Name (printed):

Title:

Date:

X

Signing for Member:

Name (printed):

Name of Member (printed):
Wells Fargo Bank

Date:

X

CARD SERVICES TERMS & CONDITIONS

PLEASE READ SECTION 17 ("DISPUTE RESOLUTION") CAREFULLY AS IT RELATES TO ARBITRATION AND CLASS ACTIONS

1. GENERAL.

The "Card Services Agreement" consists of these Card Services Terms & Conditions and the Merchant Application and is made by and among Merchant (or "you"), Global Payments Direct, Inc. ("Global Direct"), and Member (as defined below). The provisions in the Card Services Agreement are applicable to Merchant if Merchant has signed the appropriate space in the Acceptance of Terms & Conditions/Merchant Authorization section of the Merchant Application. The member bank identified in the Merchant Application ("Member") is a member of Visa USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"). Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard, a registered Program Participant of American Express Travel Related Services Company, Inc. ("American Express"), and a registered acquirer for Discover Financial Services LLC ("Discover"). Any references to the Debit Sponsor shall refer to the debit sponsor identified below.

Merchant and Global Direct agree that the rights and obligations contained in these Card Services Terms and Conditions do not apply to the Member with respect to American Express, Discover and PayPal transactions and Switched Transactions (as defined below). To the extent Merchant accepts Discover cards, the provisions in this Agreement with respect to Discover apply if Merchant does not have a separate agreement with Discover. In such case, Merchant will also be enabled to accept JCB, China Union Pay, Diner's Club and, for card present transactions, PayPal cards under the Discover network and such transactions will be processed at the same fee rate as Merchant's Discover transactions are processed. To the extent Merchant accepts Discover cards and has a separate agreement with Discover, Discover and PayPal card transactions shall be processed as Switched Transactions (as defined below). To the extent Merchant accepts American Express cards, the provisions in this Agreement with respect to American Express apply if Merchant does not have a separate agreement with American Express.

Under the terms of the Card Services Agreement, Merchant will be furnished with the services and products, including any software, described herein and in the Merchant Application and selected by Merchant therein (collectively and individually, as applicable, the "Services"). During the term of the Card Services Agreement, Global Direct will be the sole and exclusive provider of all card Services to Merchant. Any Merchant accepted by Global Direct for card processing services agrees to be bound by the Card Services Agreement, including the terms of the Merchant Application and these Card Services Terms & Conditions as may be modified or amended in the future. A MERCHANT'S SUBMISSION OF A TRANSACTION TO GLOBAL DIRECT SHALL BE DEEMED TO SIGNIFY MERCHANT'S ACCEPTANCE OF THE CARD SERVICES AGREEMENT, INCLUDING THE TERMS AND CONDITIONS HEREIN.

Except as expressly stated in the first three paragraphs of Section 13, all terms and conditions of this Card Services Agreement shall survive termination

2. SERVICE DESCRIPTIONS.

Credit Card Processing Services: Global Direct's credit card processing services consist of authorization and electronic draft capture of credit card transactions; outclearing of such transactions to the appropriate card associations and/or issuers (e.g., Visa, MasterCard, American Express, Diners, Discover); settlement; dispute resolution with cardholders' banks; and transaction-related reporting, statements and products. From time to time under this Card Services Agreement, upon Merchant's request, Global Direct may facilitate the transmission of certain payment card transactions ("Switched Transactions") to the respective card issuers, including but not limited to American Express®, Diners Club® and various fleet, private label and commercial cards. Switched Transactions require Global Direct's prior written approval and are subject to applicable pricing; Global Direct does not purchase the indebtedness associated with Switched Transactions.

EBT Transaction Processing Services: Global Direct offers electronic interfaces to Electronic Benefits Transfer ("EBT") networks for the processing of cash payments or credits to or for the benefit of benefit recipients ("Recipients"). Global Direct will provide settlement and switching services for various Point of Sale transactions initiated through Merchant for the authorization of the issuance of the United States Department of Agriculture, Food and Nutrition Services ("FNS") food stamp benefits ("FS Benefits") and/or government delivered cash assistance benefits ("Cash Benefits," with FS Benefits, "Benefits") to Recipients through the use of a state-issued card ("EBT Card").

Provisions regarding debit card services are set forth in Section 27 below.

With respect to Visa and MasterCard products, Merchant may elect to accept credit cards or debit/prepaid cards or both. Merchant shall so elect on the Merchant Application being completed contemporaneously herewith. Merchant agrees to pay and Merchant's account(s) will be charged pursuant to Section 5 of this Card Services Agreement for any additional fees incurred as a result of Merchant's subsequent acceptance of transactions with any Visa or MasterCard product that it has elected not to accept.

3. PROCEDURES.

Merchant will permit holders of valid cards bearing the symbols of the cards authorized to be accepted by Merchant hereunder to charge purchases or leases of goods and services and the debt resulting therefrom shall be purchased hereunder, provided that the transaction complies with the terms of this Card Services Agreement. All indebtedness submitted by Merchant for purchase will be evidenced by an approved sales slip. Merchant will not present for purchase any indebtedness that does not arise out of a transaction between a cardholder and Merchant. Merchant agrees to follow the Card Acceptance Guide which is incorporated into and made part of this Card Services Agreement, and to be bound by the operating regulations, requirements, and rules of Visa, MasterCard, American Express, Discover, PayPal and any other card association or network organization covered by this Card Services Agreement, as any of the above referenced documents may be modified and amended from time to time. Merchant acknowledges that the Card Acceptance Guide is located on Global Direct's website at www.globalpaymentsinc.com. Without limiting the generality of the foregoing, Merchant agrees to comply with and be bound by, and to cause any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement to comply with and be bound by, the rules and regulations of Visa, MasterCard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation, all rules and regulations imposed by the Payment Card Industry (PCI) Security Standards Council (including without limitation the PCI Data Security Standard), Visa's Cardholder Information Security Program, MasterCard's Site Data Protection Program, and Payment Application Best Practices. Merchant also agrees to cooperate at its sole expense with any request for an audit or investigation by Global Direct, Member, a card association or network organization in connection with cardholder and transaction information security.

Without limiting the generality of the foregoing, Merchant agrees that it will use information obtained from a cardholder in connection with a card transaction solely for the purpose of processing a transaction with that cardholder or attempting to re-present a chargeback with respect to such transaction. Merchant will indemnify and hold Global Direct and Member harmless from any fines and penalties issued by Visa, MasterCard, American Express, Discover, PayPal or any card association or network organization and any other fees and costs arising out of or relating to the processing of transactions by Global Direct and Member at Merchant's location(s) and will reimburse Global Direct for any losses incurred by Global Direct with respect to any such fines, penalties, fees and costs.

Without limiting the generality of any other provision of this Card Services Agreement, Merchant also agrees that it will comply with all applicable laws, rules and regulations related to both (a) the truncation or masking of cardholder numbers and expiration dates on transaction receipts from transactions processed at Merchant's location(s), including without limitation the Fair and Accurate Credit Transactions Act and applicable state laws ("Truncation Laws") and (b) the collection of personal information from a cardholder in connection with a card transaction, including all applicable state laws ("Laws on Collection of Personal Information"). As between Merchant, on the one hand, and Global Direct and Member, on the other hand, Merchant shall be solely responsible for complying with all Truncation Laws and Laws on Collection of Personal Information and will indemnify and hold Global Direct and Member harmless from any claim, loss or damage resulting from a violation of Truncation Laws or Laws on Collection of Personal Information as a result of transactions processed at Merchant's location(s).

Global Direct may, from time to time, issue written directions (via mail or Internet) regarding procedures to follow and forms to use to carry out this Card Services Agreement. These directions and the terms of the forms are binding as soon as they are issued and shall form part of these Card Services Terms & Conditions. Such operating regulations and rules may be reviewed upon appointment at Global Direct's designated premises and Merchant acknowledges that it has had the opportunity to request a review and/or review such operating regulations and rules in connection with its execution of this Card Services Agreement.

4. MARKETING.

Merchant shall adequately display the card issuer service marks and promotional materials supplied by Global Direct. Merchant shall cease to use or display such service marks immediately upon notice from Global Direct or upon termination of this Card Services Agreement.

5. PAYMENT, CHARGES AND FEES.

Fees and charges payable by Merchant for all products, services and applications, whether provided by Global Direct or by a third party through Global Direct, shall be as set forth in the Merchant Application (exclusive of taxes, duties and shipping and handling charges). Merchant shall at all times maintain one or more commercial checking accounts with Member or with another financial institution of Merchant's choice acceptable to Member and Global Direct that belongs to the Automated Clearing House ("ACH") network and which can accept ACH transactions Merchant will be paid for indebtedness purchased under this Card Services Agreement by credit to Merchant's account(s). Merchant's account(s) will be credited for the gross amount of the indebtedness deposited less the amount of any credit vouchers deposited. Merchant shall not be entitled to credit for any indebtedness that arises out of a transaction not processed in accordance with the terms of this Card Services Agreement or the rules and regulations of a card association or network organization. Availability of any such funds shall be subject to the procedures of the applicable financial institution. Chargebacks and adjustments will be charged to Merchant's account(s) on a daily basis. Merchant agrees to pay and Merchant's account(s) will be charged for the discount, fees, product service costs, chargebacks, and other fees and charges described in this Card Services Agreement. Merchant also agrees to pay and Merchant's account(s) will be debited for all fees, arbitration fees, fines, penalties, etc. charged or assessed by the card associations or network organizations on account of or related to Merchant's processing hereunder, including without limitation with regards to any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement. If any type of overpayment to Merchant or other error occurs, Merchant's account(s) may be debited or credited, without notice, and if Merchant's account(s) do not contain sufficient funds, Merchant agrees to remit the amount owed directly to Global Direct. Merchant agrees not to, directly or indirectly, prevent, block or otherwise preclude any debit by Global Direct or Member to Merchant's account which is permitted hereunder. Merchant represents and warrants that no one other than Merchant has any claim against such indebtedness except as authorized in writing by Member and Global Direct. Merchant hereby assigns to Member and Global Direct all of its right, title, and interest in and to all indebtedness submitted hereunder, agrees that Member and Global Direct have the sole right to receive payment on any indebtedness purchased hereunder, and further agrees that Merchant shall have no right, title or interest in any such funds, including any such funds held in a Reserve Account (as defined below).

6. EQUIPMENT AND SUPPLIES/THIRD PARTY SERVICES.

Merchant agrees that it will not acquire any title, copyrights, or any other proprietary right to any advertising material; leased equipment including imprints, authorization terminals, card reader hardware or printers; software; credit card authenticators; unused forms (online or paper); and Merchant deposit plastic cards provided by Global Direct in connection with this Card Services Agreement. Merchant will protect all such items from loss, theft, damage or any legal encumbrance and will allow Global Direct and its designated representatives reasonable access to Merchant's premises for their repair, removal, modification, installation and relocation. Merchant acknowledges that any equipment or software provided under this Card Services Agreement is embedded with proprietary technology ("Software"). Merchant shall not obtain title, copyrights or any other proprietary right to any Software. At all time, Global Direct or its suppliers retain all rights to such Software, including but not limited to updates, enhancements and additions. Merchant shall not disclose such Software to any party, convey, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on such Software, or transmit any data that contains software viruses, time bombs, worms, Trojan horses, spyware, disabling devices, or any other malicious or unauthorized code. Merchant's use of such Software shall be limited to that expressly authorized by Global Direct. Global Direct's suppliers are intended third party beneficiaries of this Card Services Agreement to the extent of any terms herein pertaining to such suppliers' ownership rights; such suppliers have the right to rely on and directly enforce such terms against Merchant.

The operating instructions or user guides will instruct Merchant in the proper use of the terminals, other hardware or payment application(s), and Merchant shall use and operate the terminals, other hardware or payment application(s) only in such manner. If Merchant has purchased the relevant maintenance/help desk service hereunder, Merchant will promptly notify Global Direct of any equipment malfunction, failure or other incident resulting in the loss of use of the equipment or software or need for repair or maintenance, whereupon Global Direct will make the necessary arrangements to obtain required maintenance or replacement software or hardware. Merchant is responsible for shipping costs. Merchant shall cooperate with Global Direct in its attempt to diagnose any problem with the terminal, other hardware or payment application(s). In the event the Merchant's terminal requires additional Software, Merchant is obligated to cooperate and participate in a dial in down line load procedure. With respect to any item of equipment leased to Merchant by Global Direct, Merchant will not be liable for normal wear and tear, provided, however, that Merchant will be liable to Global Direct in the event that any leased item of equipment is lost, destroyed, stolen or rendered inoperative.

Merchant will indemnify Global Direct against any loss arising out of damage to or destruction of any item of equipment or software provided hereunder for any cause whatsoever. Merchant also agrees to hold harmless and indemnify Global Direct for any costs, expenses, and judgments Global Direct may suffer, including reasonable attorney's fees, as a result of Merchant's use of the equipment or software provided hereunder. Any unused equipment in its original packaging purchased from Global Direct hereunder may be returned to Global Direct at Merchant's expense within sixty (60) days of receipt. Merchant shall receive a refund of any money paid in connection therewith subject to a re-stocking fee of an amount equal to 20 percent of the total purchase price for the returned equipment. No refunds shall be issued for any equipment returned after sixty (60) days.

Merchant acknowledges that some of the services and applications to be provided by Global Direct and Member hereunder may be provided by third parties. Merchant agrees that except for its right to utilize such services in connection with this Card Services Agreement, it acquires no right, title or interest in any such services. Merchant further agrees that it has no contractual relationship with any third party providing services under this Card Services Agreement and that Merchant is not a third party beneficiary of any agreement between Global Direct or Member, as applicable, and such third party. Merchant may not resell the services of any third party providing services under this Card Services Agreement to any other party.

7. FINANCIAL INFORMATION.

Merchant agrees to furnish Global Direct and Member such financial statements and information concerning Merchant, its owners, principals, partners, proprietors or its affiliates as Global Direct or Member may from time to time request. Global Direct and Member, or their duly authorized representatives, may examine the books and records of Merchant, including records of all indebtedness previously purchased or presented for purchase. Merchant agrees to retain copies of all paper and electronic sales slips and credit slips submitted to Global Direct for a period of two years from submission, or such longer period of time as may be required by the **operating rules or regulations of the card associations or network organizations, by law, or by Global Direct as specifically requested in writing in individual cases.**

8. CHANGE IN BUSINESS.

Merchant agrees to provide Global Direct and Member sixty (60) days prior written notice of its (a) transfer or sale of any substantial part (ten percent (10%) or more) of its total stock, assets and/or to liquidate; or (b) change to the basic nature of its business, or (c) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, conversion of all or part of the business to mail order sales, telephone order sales, internet-based sales or to other sales where the card is not present and swiped through Merchant's terminal or other card reader. Upon the occurrence of any such event, the terms of this Card Services Agreement may be modified to address issues arising therefrom, including but not limited to requirements of applicable card associations or network organizations.

9. TRANSFERABILITY.

This Card Services Agreement is not transferable by Merchant without the written consent of Global Direct and Member. Any attempt by Merchant to assign its rights or to delegate its obligations in violation of this paragraph shall be void. Merchant agrees that the rights and obligations of Global Direct hereunder may be transferred by Global Direct without notice to Merchant. Merchant agrees that the rights and obligations of Member hereunder may be transferred to any other member without notice to Merchant. Merchant acknowledges that the transferable rights of Global Direct and Member hereunder shall include, but shall not be limited to, the authority and right to debit the Merchant's account(s) as described herein.

10. WARRANTIES AND REPRESENTATIONS.

Merchant warrants and represents to Global Direct and Member: (a) that each sales transaction delivered hereunder will represent a bona fide sale to a cardholder by Merchant for the amount shown on the sales slip as the total sale and constitutes the binding obligation of the cardholder, free from any claim, demand, defense, setoff or other adverse claim whatsoever; (b) that each sales slip or other evidence of indebtedness will accurately describe the goods and services which have been sold and delivered to the cardholder or in accordance with his instructions; (c) that Merchant will comply fully with all federal, state and local laws, rules and regulations applicable to its business; (d) that Merchant will fulfill completely all of its obligations to the cardholder and will resolve any customer dispute or complaint directly with the cardholder; (e) that the signature on the sales slip will be genuine and authorized by cardholder and not forged or unauthorized; (f) that the sales transaction shall have been consummated and the sales slip prepared in full compliance with the provisions of the Card Acceptance Guide and the operating regulations and rules of the applicable card association or network organization, as amended from time to time; (g) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, Merchant shall not submit such a transaction to Global Direct and Member for processing until the goods and/or services are shipped or performed, as applicable, unless otherwise permitted by the card associations or network organizations, (h) that none of the sales transactions submitted hereunder represent sales by telephone, or mail, or Internet, or where the card is not physically present at the Merchant's location and swiped through Merchant's terminal, unless Merchant is specifically authorized in writing by Global Direct to submit such sales slips for purchase, (i) to the extent Merchant has indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, Merchant shall not submit such a transaction to Global Direct and Member for processing until the goods and/or services are shipped or performed, as applicable, unless otherwise permitted by the card associations or network organizations, (j) that none of the sales transactions submitted hereunder for purchase represent sales to any principal, partner, proprietor, or owner of Merchant, (k) that, without limiting the generality of the foregoing, each sales transaction submitted hereunder and the handling, retention, and storage of information related thereto, will comply with the rules and regulations of Visa, MasterCard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation Payment Card Industry (PCI) Data Security Standards, Visa's Cardholder Information Security Program and MasterCard's Site Data Protection Program, and (l) that all of the information contained in this Card Services Agreement (including the Merchant Application) is true and correct. In the event that any of the foregoing warranties or representations is breached, the affected sales slips or other indebtedness may be refused, or prior acceptance revoked and charged back to the Merchant. Furthermore, if Merchant submits for purchase hereunder a sales transaction that is not the result of a sale of Merchant's goods or services offered to the general public or if Merchant submits any sales transactions for purchase hereunder which represents a sale to any principal, partner, proprietor, or owner of Merchant, such sales transaction may be refused or charged back.

Merchant must notify Global Direct if Merchant elects to use the terminal service of American Express, Novus, or any other third-party provider. If Merchant elects to use a third-party terminal provider, that provider becomes Merchant's agent for the delivery of card transactions to Global Direct via the applicable card-processing network. Global Direct and Member shall have no responsibility for or liability in connection with any hardware, software or services Merchant receives from a third party agent, even if Global Direct collects monies with respect to such hardware, software or services. Neither Global Direct nor Member makes any representation or warranty with respect to such agent's access to or ability to integrate with the products, services, and systems of Global Direct and any such access or ability may terminate at any time and Global Direct shall have no obligation to advise Merchant of such termination. Merchant agrees to assume full responsibility and liability

for any failure of such agent to comply with the operating regulations and rules of the applicable card association or network organization, including without limitation any violation, which results in a chargeback to the Merchant. Global Direct and Member have no responsibility for any card transactions until it receives data for the card transaction in the format required by Global Direct. Merchant also agrees that the obligation hereunder to reimburse the Merchant for the value of the card transactions captured by an agent is limited to the value of the transactions (less applicable fees) received by the card-processing network from the agent.

NEITHER MEMBER, NOR GLOBAL DIRECT, NOR ANY SUPPLIER MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY TERMINAL, ANY EQUIPMENT, SOFTWARE OR SERVICES LEASED, SOLD OR OTHERWISE FURNISHED IN CONNECTION THEREWITH, OR ANY OF THE SERVICES FURNISHED HEREUNDER.

11. INDEMNITY.

Merchant agrees to satisfy directly with the cardholder any claim or complaint arising in connection with the card sale, regardless of whether such claim or complaint is brought by the cardholder, Global Direct, or another party. Merchant agrees to indemnify defend and hold Global Direct, Member and their respective parent companies, subsidiaries and affiliates (including, without limitation, the respective officers, directors, employees, attorneys, shareholders, representatives and agents of all of the foregoing) harmless from and against any and all liabilities, judgments, arbitration awards, settlements, actions, suits, claims, demands, losses, damages, costs (including, but not limited to, court costs and out of pocket costs and expenses), expenses of any and every type, litigation expenses, and attorneys' fees, including, but not limited to, attorneys' fees incurred in any and every type of suit, proceeding, or action, including but not limited to, bankruptcy proceedings, in connection with, by virtue of, or arising from, either directly or indirectly: (a) any card transaction that does not conform to the requirements of this Card Services Agreement, the rules and regulations of any card association or applicable laws; (b) any card transaction or any act or omission of Merchant in connection with a cardholder; (c) Merchant's breach or default or an alleged breach or default of or under any term, covenant, condition, representation, warranty, obligation, undertaking, promise or agreement contained in this Card Services Agreement or in any agreement (whether oral or written) with any cardholder, any agreement with any card association, or in any other agreement with Member or Global Direct, any breach or threatened breach by Merchant of the card association rules and regulations or any violation by Merchant of laws, rules and regulations applicable to Merchant; (d) the rescission, cancellation or avoidance of any card transaction, by operation of law, adjudication or otherwise; (e) any claim, counterclaim, complaint, dispute or defense, including, without limitation claims brought by Merchant, whether or not well founded, with respect to this Card Services Agreement or a card transaction; (f) damages, including, without limitation, those for death or injury caused by the good or service purchased with the card; or (g) for all web based, Internet or electronic commerce transactions including Merchant's insecure transmission of card transaction data and/or storage of cardholder information. For purposes of this Agreement, including the foregoing indemnities, Merchant is responsible and liable for the acts and omissions of its employees, agents and representatives (whether or not acting within the scope of their duties).

12. LIMITATION OF LIABILITY.

- 12.1** NEITHER MEMBER NOR GLOBAL DIRECT SHALL BE LIABLE FOR FAILURE TO PROVIDE THE SERVICES OR DELAY IN PROVIDING THE SERVICES INCLUDING PROCESSING DELAYS OR OTHER NON-PERFORMANCE IF SUCH FAILURE IS DUE TO ANY CAUSE OR CONDITION BEYOND SUCH PARTY'S REASONABLE CONTROL. SUCH CAUSES OR CONDITIONS SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, ACTS OF GOD OR OF THE PUBLIC ENEMY, ACTS OF THE GOVERNMENT IN EITHER ITS SOVEREIGN OR CONTRACTUAL CAPACITY, FIRES, FLOODS, EPIDEMICS, QUARANTINE RESTRICTIONS, STRIKES, RIOTS, WAR, SHORTAGES OF LABOR OR MATERIALS, FREIGHT EMBARGOES, UNUSUALLY SEVERE WEATHER, BREAKDOWNS, OPERATIONAL FAILURES, ELECTRICAL POWER FAILURES, TELECOMMUNICATIONS FAILURES, EQUIPMENT FAILURES, UNAVOIDABLE DELAYS, THE ERRORS OR FAILURES OF THIRD PARTY SYSTEMS, NON-PERFORMANCE OF VENDORS, SUPPLIERS, PROCESSORS OR TRANSMITTERS OF INFORMATION, OR OTHER SIMILAR CAUSES BEYOND SUCH PARTY'S CONTROL.
- 12.2** THE LIABILITY OF GLOBAL DIRECT AND MEMBER FOR ANY LOSS ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF ANY MALFUNCTION OF THE EQUIPMENT OR THE FAILURE OF THE EQUIPMENT TO OPERATE, THE UNAVAILABILITY OR MALFUNCTION OF THE SERVICES, PERSONAL INJURY, OR PROPERTY DAMAGE, SHALL, IN THE AGGREGATE, BE LIMITED TO ACTUAL, DIRECT, AND GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED ONE (1) MONTH'S AVERAGE CHARGE PAID BY MERCHANT HEREUNDER (EXCLUSIVE OF INTERCHANGE FEES, ASSESSMENTS, AND ANY OTHER FEES OR COSTS THAT ARE IMPOSED BY A THIRD PARTY IN CONNECTION WITH MERCHANT'S PAYMENT PROCESSING) FOR THE SERVICES DURING THE PREVIOUS TWELVE (12) MONTHS OR SUCH LESSER NUMBER OF MONTHS AS SHALL HAVE ELAPSED SUBSEQUENT TO THE EFFECTIVE DATE OF THIS CARD SERVICES AGREEMENT. THIS SHALL BE THE EXTENT OF GLOBAL DIRECT'S AND MEMBER'S LIABILITY ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT, INCLUDING ALLEGED ACTS OF NEGLIGENCE, BREACH OF CONTRACT, OR OTHERWISE AND REGARDLESS OF THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT AGAINST GLOBAL DIRECT OR MEMBER, WHETHER CONTRACT, TORT, OR OTHERWISE, AND THE FOREGOING SHALL CONSTITUTE MERCHANT'S EXCLUSIVE REMEDY.
- 12.3** UNDER NO CIRCUMSTANCES SHALL GLOBAL DIRECT OR MEMBER BE LIABLE FOR SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, REVENUES AND BUSINESS OPPORTUNITIES, ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF PLACEMENT OF A MERCHANT'S NAME ON ANY TERMINATED MERCHANT LIST FOR ANY REASON, EVEN IF GLOBAL DIRECT OR MEMBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Under no circumstances shall Global Direct, or Member be liable for any settlement amounts pertaining to Switched Transactions; Merchant's recourse therefore shall be to the applicable card issuer. Member shall not be responsible or liable to Merchant for any action taken by Member (or the results thereof) that is authorized by this Agreement.

12.4 IT IS AGREED THAT IN NO EVENT WILL GLOBAL DIRECT OR MEMBER BE LIABLE FOR ANY CLAIM, LOSS, BILLING ERROR, DAMAGE, OR EXPENSE ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT WHICH IS NOT REPORTED IN WRITING TO GLOBAL DIRECT BY MERCHANT WITHIN SIXTY (60) DAYS OF SUCH FAILURE TO PERFORM OR, IN THE EVENT OF A BILLING ERROR, WITHIN NINETY (90) DAYS OF THE DATE OF THE INVOICE OR APPLICABLE STATEMENT. MERCHANT EXPRESSLY WAIVES ANY SUCH CLAIM THAT IS NOT BROUGHT WITHIN THE TIME PERIODS STATED HEREIN.

13. TERM AND TERMINATION.

This Card Services Agreement shall remain in full force and effect for an initial term of three (3) years. This Card Services Agreement shall be automatically extended for successive one (1) year periods on the same terms and conditions expressed herein, or as may be amended, unless Merchant gives written notice of termination as to the entire Card Services Agreement or a portion thereof at least 60 days prior to the expiration of the initial term or any extension or renewals thereof, in which case this Card Services Agreement will terminate at the end of the then-current term. Notwithstanding anything to the contrary set forth herein, in the event Merchant terminates this Card Services Agreement in breach of this Section 13, the following amount(s) shall be immediately due and payable to Global Direct: the lesser of (a) the maximum amount permitted by state law, and (b) all monthly fees assessed to Merchant under this Card Services Agreement and due to Global Direct for the remainder of the then existing term of the Card Services Agreement, including all minimum monthly fee commitments. Merchant hereby authorizes Global Direct to accelerate the payment of such applicable amount(s) and to deduct such total amount(s) from Merchant's account referenced in Section 5, or to otherwise withhold the total amount(s) from amounts due to Merchant from Global Direct, immediately on or after the effective date of termination. If the Merchant's account does not contain sufficient funds for the debit or the amount cannot be withheld by Global Direct from amounts due to Merchant, Merchant shall pay Global Direct the amount due within ten (10) days of the date of Global Direct's invoice for same. The payment as described here is not a penalty, but rather is hereby agreed by the parties to be a reasonable amount of liquidated damages to compensate Global Direct for its termination expenses and all other damages under the circumstances in which such amounts would be payable. Such amount(s) shall not be in lieu of but in addition to any payment obligations for Services already provided hereunder (or that Global Direct may continue to provide), which shall be an additional cost, and any and all other damages to which Global Direct may be entitled hereunder. Notwithstanding the foregoing, if Merchant provides Global with written notice within forty-five (45) days of Merchant's execution of this Card Services Agreement that it wishes to terminate this Card Services Agreement immediately, Merchant shall not be responsible for the payment of the above-referenced amount(s), but shall be responsible for compliance with all other terms and conditions set forth in this Card Service Agreement, including but not limited to payment for all fees incurred prior to the termination of this Card Services Agreement.

Notwithstanding the foregoing, Global Direct may terminate this Card Services Agreement or any portion thereof upon written notice to Merchant. Furthermore, Global Direct may terminate this Card Services Agreement at any time without notice upon Merchant's default in performing under any provision of this Card Services Agreement, upon an unauthorized conversion of all or any part of Merchant's activity to mail order, telephone order, Internet order, or to any activity where the card is not physically present and swiped through the Merchant's terminal or other card reader, upon any failure to follow the Card Acceptance Guide or any operating regulation or rule of a card association or network organization, upon any misrepresentation by Merchant, upon commencement of bankruptcy or insolvency proceedings by or against the Merchant, upon a material change in the Merchant's average ticket or volume as stated in the Merchant Application, or in the event Global Direct reasonably deems itself insecure in continuing this Card Services Agreement.

In the event that Global Direct and Member breach the terms and conditions hereof, the Merchant may, at its option, give written notice to Global Direct and Member of its intention to terminate this Card Services Agreement unless such breach is remedied within thirty (30) days of such notice. Failure to remedy such a breach shall make this Card Services Agreement terminable, at the option of the Merchant, at the end of such thirty (30) day period unless notification is withdrawn.

Any Merchant deposit of sales or credit slips that is accepted by Global Direct and Member or by a designated depository after the effective date of termination will be returned to Merchant and will not be credited (or debited) to Merchant's account(s). If the deposit has already been posted to Merchant's account(s), said posting will be reversed and the deposit returned to Merchant. Termination of this Card Services Agreement shall not affect Merchant's obligations which have accrued prior to termination or which relate to any indebtedness purchased hereunder prior to termination, including but not limited to chargebacks even if such chargebacks come in after termination. In the event of termination, all equipment leased from, and software provided by, Global Direct including but not limited to imprinters, terminals, and printers; all supplies; Card Acceptance Guides; and operating instructions must be returned immediately to Global Direct at Merchant's expense.

14. RETURNED ITEMS/CHARGEBACKS.

If a cardholder disputes any transaction, if a transaction is charged back for any reason by the card issuing institution, or if Global Direct or Member has any reason to believe an indebtedness previously purchased is questionable, not genuine, or is otherwise unacceptable, the amount of such indebtedness may be charged back and deducted from any payment due to Merchant or may be charged against any of Merchant's accounts or the Reserve Account (as defined below). Merchant acknowledges and agrees that it is bound by the rules of the card associations and network organizations with respect to any chargeback. Merchant further acknowledges that it is solely responsible for providing Global Direct and Member with any available information to re-present a chargeback and that, regardless of any information it provides or does not provide Global Direct and Member in connection with a chargeback, or any other reason, Merchant shall be solely responsible for the liability related to such chargeback. A list of some common reasons for chargebacks is contained in the Card Acceptance Guide provided, however, that such list is not exclusive and does not limit the generality of the foregoing. If any such amount is uncollectible through withholding from any payments due hereunder or through charging Merchant's accounts or the Reserve Account, Merchant shall, upon demand by Global Direct, pay Global Direct the full amount of the chargeback. Merchant understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales slips can be returned or charged back to Merchant like any other item hereunder.

15. RESERVE ACCOUNT.

At any time, Global Direct and Member may, at their option, establish a reserve account to secure the performance of Merchant's obligations under this Card Services Agreement to such party ("Reserve Account"). The Reserve Account may be funded, at Global Direct's sole discretion, through any or all of the following: (a) Direct payment by Merchant -- At the request of Global Direct or Member, Merchant will deposit funds in the Reserve Account; (b) The proceeds of indebtedness presented for purchase; or (c) The transfer by Global Direct and Member into the Reserve Account of funds withdrawn from any of the accounts referred to in Section 5 or any other accounts, including certificates of deposit, maintained by Merchant or Merchant's guarantor, if any, with any designated

depository or other financial institution. Merchant and Merchant's guarantor hereby grants Member a security interest in all accounts referenced in Section 5 or any other accounts, including certificates of deposits, maintained by Merchant or Merchant's guarantor, if any, with any designated depository or other financial institution and authorizes Global Direct (to the extent authorized by Member) or Member to make such withdrawals at such times and in such amounts as it may deem necessary hereunder. Merchant and Merchant's guarantor hereby instruct said financial institutions to honor any requests made by Global Direct and Member under the terms of this provision. Merchant and Merchant's guarantor will hold harmless the financial institutions and indemnify them for any claims or losses they may suffer as a result of honoring withdrawal requests from Global Direct and Member.

Merchant hereby agrees that Global Direct and Member may deduct from this Reserve Account any amount owed to such party in accordance with this Card Services Agreement. Any funds in the Reserve Account may be held until the later of (a) the expiration of any potentially applicable chargeback rights in respect of purchased indebtedness under the rules and regulations of the card associations or network organizations and (b) the period necessary to secure the performance of Merchant's obligations under this Card Services Agreement, which holding period may extend beyond termination of this Card Services Agreement. Merchant will not receive any interest on funds being held in a Reserve Account and Merchant has no right to access the funds being held in the Reserve Account or otherwise transfer, pledge or use these funds for its own purposes. Without limiting the generality of the foregoing, Merchant shall, upon termination of this Card Services Agreement, maintain the sum of at least five percent (5%) of gross sales for the 90 day period prior to termination to be held in a Reserve Account in accordance with the terms of this Card Services Agreement. Global may, at its discretion upon termination of this Card Services Agreement, require that the Merchant maintain more than five percent (5%) of gross sales for the 90 day period prior to termination in a Reserve Account.

16. DEFAULT/SECURITY INTEREST.

Upon failure by Merchant to meet any of its obligations under this Card Services Agreement (including funding the Reserve Account), any of the accounts referred to in Section 5 or any other accounts belonging to Merchant, Merchant's affiliated entities, or Merchant's guarantor held by any designated depository (or by any other financial institution) may be debited without notice to Merchant, and Merchant (on behalf of itself and its affiliated entities) hereby grants to Member, Global Direct a lien and security interest in all of Merchant's right, title and interest in or to any of the following assets or properties: (a) all of the accounts referenced in the preceding sentence, (b) the Reserve Account, (c) any rights to receive credits or payments under this Card Services Agreement and (d) all deposits and other property of Merchant that Member or its affiliates possess or maintain (including all proceeds of the foregoing). Merchant shall execute, acknowledge or deliver any documents or take any actions Member, Global Direct may from time to time request to better assure, preserve, protect, perfect, maintain or enforce this security interest. To the extent permitted by law, Merchant irrevocably authorizes Member, Global Direct to file any financing statements (at Merchant's expense) in any relevant jurisdiction or any other documents or instruments related to this security interest. Merchant represents and warrants that (a) Merchant has good and valid rights and title to the property described herein, (b) Merchant has full power and authority to grant to Member the security interest pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Card Services Agreement, without the consent or approval of any other person or entity, (c) no other person or entity has a security interest or lien in any of the property described herein and (d) this security interest is a first lien security interest and secures Merchant's obligations to Member under this Card Services Agreement. Member shall have all rights of a secured party and Merchant must obtain the prior written consent of Member before granting any subsequent security interest or lien in the property described herein. Merchant agrees that it is Merchant's intent that these accounts and secured property shall to the extent allowed by applicable law not be subject to any preference, claim, or stay by reason of any bankruptcy or insolvency law. Merchant agrees to act consistently with the understanding that said accounts and secured property under this Card Services Agreement are free of all such preferences, claims or stays by reason of and as allowed by any such law. The scope of the security interest, and Merchant's (on behalf of itself and its affiliated entities) and Merchant's guarantor's instructions to its financial institutions to accept withdrawal requests from Global Direct, Member, and Merchant's agreement to hold such institutions harmless and to indemnify them are described above in Section 15.

Merchant also agrees that, in the event of a default by Merchant, Member has a right of setoff and may apply any of Merchant's balances or any other monies due Merchant from Member towards the payment of amounts due from Merchant under the terms of this Card Services Agreement. The rights stated herein are in addition to any other rights Global Direct, Member may have under applicable law.

17. DISPUTE RESOLUTION – ARBITRATION AND CLASS ACTION WAIVER

NOTE: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS AND THE RESOLUTION OF DISPUTES

- 17.1 MANDATORY ARBITRATION: ANY DISPUTE OR CLAIM ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS CARD SERVICES AGREEMENT OR THE RELATIONSHIPS WHICH RESULT FROM THIS CARD SERVICES AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT; HOWEVER, YOU MAY ASSERT CLAIMS IN SMALL CLAIMS COURT IF (1) THE CLAIMS QUALIFY FOR SMALL CLAIMS COURT; (2) THE MATTER REMAINS IN SMALL CLAIMS COURT AT ALL TIMES; AND (3) THE MATTER PROCEEDS ONLY ON AN INDIVIDUAL (NOT A CLASS OR REPRESENTATIVE BASIS). ARBITRATION DOES NOT PROCEED BEFORE A JURY AND MAY INVOLVE MORE LIMITED DISCOVERY THAN A COURT PROCEEDING. ANY ARBITRATION UNDER THIS CARD SERVICES AGREEMENT WILL ONLY BE ON AN INDIVIDUAL BASIS. CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED.** The arbitrator's award or decision will not affect issues or claims involved in any proceeding between Global Direct or Member and any person or entity who is not a party to the arbitration. The arbitrator may award monetary, declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. The arbitrator's award, if any, will not apply to any person or entity that is not a party to the arbitration. However, nothing in this Section or this Card Services Agreement shall preclude any party from bringing issues to the attention of federal, state or local agencies. Such agencies can, if the law allows, seek relief on your behalf. Further, notwithstanding the foregoing, nothing in this Section or this Agreement prohibits a party from applying to a court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other equitable relief. The Federal Arbitration Act (9 U.S.C. § 1 et seq.) governs the interpretation and enforcement of the arbitration provisions of this section. Arbitration will be administered by JAMS (www.jamsadr.com). For claims greater than \$250,000, the JAMS Comprehensive Arbitration Rules and Procedures in effect at the time the arbitration is commenced will apply (if no such rules are in effect, JAMS default arbitration rules shall apply). For claims equal to or less than \$250,000, the JAMS Streamlined Arbitration Rules and Procedures in effect at the time the arbitration is commenced will apply (if no such rules are in

effect, JAMS default arbitration rules shall apply). Unless the arbitrator(s) determine that justice or fairness require otherwise: (i) any arbitration will proceed in Atlanta, Georgia (although, for the convenience of the Merchant or guarantor (as applicable), any party or its counsel may participate telephonically); and (ii) the arbitrator(s) will oversee limited discovery, taking into account the amount in controversy and the parties' desire to keep proceedings cost-effective and efficient. Any decision rendered in any arbitration proceeding shall be final and binding on each of the parties to the arbitration and judgment may be entered thereon in any court of competent jurisdiction. The parties will maintain the confidential nature of the arbitration proceeding except as may be necessary to enforce any award or to comply with applicable law.

If the total damage claims in an arbitration are \$10,000 or less, not including the Merchant's attorney fees ("Small Arbitration Claim"), the arbitrator may, if the Merchant prevails, award the Merchant reasonable attorney fees, expert fees and costs (separate from Arbitration Costs as defined below), but may not grant Global Direct or Member its attorney fees, expert fees or costs (separate from Arbitration Costs) unless the arbitrator determines that the Merchant's claim was frivolous or brought in bad faith. In a Small Arbitration Claim case, Global Direct will pay all arbitration filing, administrative and arbitrator costs (together, "Arbitration Costs"). The Merchant must submit any request for payment of Arbitration Costs to JAMS at the same time the Merchant submits its Demand for Arbitration. However, if the Merchant wants Global Direct to advance the Arbitration Costs for a Small Arbitration Claim before filing, Global Direct will do so at the Merchant's written request which must be sent to Global Direct at the address set forth in the Notices section (Section 22) herein below.

If the Merchant's total damage claims in an arbitration exceed \$10,000, not including the Merchant's attorney fees ("Large Arbitration Claim"), the arbitrator may award the prevailing party its reasonable attorneys' fees and costs, or it may apportion attorneys' fees and costs between the Merchant and Global Direct (such fees and costs being separate from Arbitration Costs). In a Large Arbitration Claim case, if the Merchant is able to demonstrate that the Arbitration Costs will be prohibitive as compared to the costs of litigation, Global Direct will pay as much of the Arbitration Costs as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive.

Merchant hereby agrees that claims applicable to American Express may be resolved through arbitration as further described in the American Express Merchant Requirements Guide (the "American Express Guide").

- 17.2 Choice of Forum: A court, not the arbitrator, will decide any questions regarding the validity, scope and/or enforceability of Section 17.1. Any litigated action (as opposed to an arbitration) regarding, relating to or involving the validity, scope and/or enforceability of Section 17.1, or otherwise, shall be brought in either the courts of the State of Georgia sitting in Fulton County or the United States District Court for the Northern District of Georgia, and Merchant and guarantor (if applicable) expressly agree to the exclusive jurisdiction of such courts. Merchant and guarantor (if applicable) hereby agree and consent to the personal jurisdiction and venue of such courts, and expressly waive any objection that Merchant or guarantor might otherwise have to personal jurisdiction or venue in such courts.
- 17.3 Class Action Waiver: MERCHANT AND GUARANTOR (IF APPLICABLE) ACKNOWLEDGE AND AGREE THAT ALL DISPUTES ARISING OUT OF OR RELATED TO THIS CARD SERVICES AGREEMENT SHALL BE RESOLVED ON AN INDIVIDUAL BASIS WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND SHALL NOT BE CONSOLIDATED WITH THE CLAIMS OF ANY OTHER PARTIES. MERCHANT AND GUARANTOR (IF APPLICABLE) FURTHER AGREE TO WAIVE, AND HEREBY WAIVE, THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR TO LITIGATE OR ARBITRATE ON A CLASS-WIDE BASIS.

18. AMENDMENTS.

This Card Services Agreement may be amended only in writing signed by Global Direct, Member, and Merchant, except that (a) the Card Acceptance Guide and any and all fees, charges, and/or discounts (including without limitation surcharges) may be changed immediately, or (b) Global Direct may mail Merchant either (i) a notice describing amendments to this Card Services Agreement or new services to be provided or fees to be charged to Merchant or (ii) an entirely new agreement, which notice, amendments or new agreement will be binding upon Merchant if it deposits sales or credit slips after the effective date of such amendment or new agreement set forth in Global Direct's notice.

19. WAIVER.

No provision of this Card Services Agreement shall be deemed waived by any party unless such waiver is in writing and signed by the party against whom enforcement is sought. No failure to exercise, and no delay in exercising on the part of any party hereto, any right, power or privilege under this Card Services Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Card Services Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

20. EXCHANGE OF INFORMATION.

Merchant authorizes Global Direct to order a credit report on Merchant or any owner, officer, shareholder, partner, proprietor, managing agent or guarantor of Merchant. Merchant hereby authorizes Member or any depository institution to release any financial information concerning Merchant or its accounts to Global Direct. Subsequent credit reports may be ordered in connection with updating, renewing or continuing this Card Services Agreement. Upon the written request of any individual who is the subject of a consumer credit report, Global Direct will provide the name and address of the consumer credit reporting agency furnishing such report, if any. Global Direct may exchange information about Merchant, Merchant's owners, principals, partners, proprietors, officers, shareholders, managing agents and guarantors with Member, other financial institutions and credit card associations, network organizations and any other party. Merchant hereby authorizes Global Direct to disclose information concerning Merchant's activity to any card association, network organizations, or any of their member financial institutions, or any other party without any liability whatsoever to Merchant.

21. GENERAL.

If any provision of this Card Services Agreement or portion thereof is held to be unenforceable, such a determination will not affect the remainder of this Card Services Agreement. Paragraph headings are included for convenience only and are not to be used in interpreting this Card Services Agreement.

22. NOTICES.

All notices required by this Card Services Agreement shall be in writing and shall be sent by facsimile, by overnight carrier, or by regular or certified mail. All notices sent to Global Direct or Member shall be effective upon actual receipt by the Corporate Secretary of Global Payments Direct, Inc.- 3550 Lenox Road NE, Suite 3000, Atlanta GA 30326. Any notices sent to Merchant shall be effective upon the earlier of actual receipt or upon sending such notice to the address provided by Merchant in the Merchant Application or to any other e-mail or physical address to which notices, statements and/or other communications are sent to the Merchant hereunder. The parties hereto may change the name and address of the person to whom notices or other documents required under this Card Services Agreement must be sent at any time by giving written notice to the other party.

23. MERGER.

This Card Services Agreement, including these Card Services Terms & Conditions and the Merchant Application, constitutes the entire agreement between Merchant, Global Direct, and Member and supersedes all prior memoranda or agreements relating thereto, whether oral or in writing.

24. EFFECTIVE DATE.

This Card Services Agreement shall become effective only upon acceptance by Global Direct and Member, or upon delivery of indebtedness at such locations as designated by Global Direct for purchase, whichever event shall first occur.

25. DESIGNATION OF DEPOSITORY.

The financial institution set forth in the Merchant Application is designated by Merchant as a depository institution ("Depository") for its credit card indebtedness. Such financial institution must be a member of an Automated Clearing House Association. Merchant authorizes payment for indebtedness purchased hereunder to be made by paying Depository therefore with instructions to credit Merchant's accounts. Depository, Member, and/or Global Direct may charge any of Merchant's accounts at Depository for any amount due under this Card Services Agreement.

Global Direct must approve in writing any proposed changes to the account numbers or to the Depository. Merchant hereby authorizes Depository to release any and all account information to Global Direct as Global Direct may request without any further authorization, approval or notice from or to Merchant.

26. FINANCIAL ACCOMMODATION.

The acquisition and processing of sales slips hereunder is a financial accommodation and, as such, in the event Merchant becomes a debtor in bankruptcy, this Card Services Agreement cannot be assumed or enforced, and Global Direct and Member shall be excused from performance hereunder.

27. DEBIT / ATM PROCESSING SERVICES: ADDITIONAL TERMS AND CONDITIONS.

Debit Sponsor shall act as Merchant's sponsor with respect to the participation of point-of-sale terminals owned, controlled, and/or operated by Merchant (the "Covered Terminals") in each of the following debit card networks ("Networks"): Accel, AFFN, Alaska Option, CU24, Interlink, Maestro, NYCE, Pulse, Shazam, Star, and Tyme, which Networks may be changed from time-to-time by Debit Sponsor or Global Direct without notice. Merchant may also have access to other debit networks that do not require a sponsor. Global Direct will provide Merchant with the ability to access the Networks at the Covered Terminals for the purpose of authorizing debit card transactions from cards issued by the members of the respective Networks.

Global Direct will provide connection to such Networks, terminal applications, settlement, and reporting activities. Merchant will comply with all federal, state, and local laws, rules, regulations, and ordinances ("Applicable Laws") and with all by-laws, regulations, rules, and operating guidelines of the Networks ("Network Rules"). Merchant will execute and deliver any application, participation, or membership agreement or other document necessary to enable Debit Sponsor to act as sponsor for Merchant in each Network. Merchant agrees to utilize the debit card Services in accordance with the Card Services Agreement, its exhibits or attachments, and Global Direct's instructions and specifications (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement), and to provide Global Direct with the necessary data in the proper format to enable Global Direct to properly furnish the Services. Copies of the relevant agreements or operating regulations shall be made available to Merchant upon request.

Merchant shall not in any way indicate that Debit Sponsor endorses Merchant's activities, products, or services. Debit Sponsor and Merchant are and shall remain independent contractors of one another, and neither they, nor their respective individual employees, shall have or hold themselves out as having any power to bind the other to any third party. Nothing contained in this Section shall be construed to create or constitute a partnership, joint venture, employer-employee, or agency relationship between Debit Sponsor and Merchant.

In the event that Debit Sponsor's sponsorship of Merchant in any Network is terminated prior to the termination of the Card Services Agreement, Global Direct may assign Debit Sponsor's rights and obligations hereunder to a third party. All provisions in this Section necessary to enforce the rights and obligations of the parties contained in this Section shall survive the termination of Debit Sponsor's debit sponsorship of Merchant under the Card Services Agreement. Debit Sponsor may assign this Agreement to any parent, subsidiary, affiliate, or successor-in-interest.

28. MERCHANT ACCEPTANCE OF EBT TRANSACTIONS: ADDITIONAL TERMS AND CONDITIONS.

Merchant agrees to issue Benefits to Recipients in accordance with the procedures specified herein, and in all documentation and user guides provided to Merchant by Global Direct, as amended from time-to-time (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement); and pursuant to the Quest Operating Rules (the "Rules"), as amended from time-to-time, issued by the National Automated Clearing House Association as approved by the Financial Management Service of the U.S. Treasury Department. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed them in the Rules. Merchant will provide each recipient a receipt of each Benefit issuance. Merchant will be solely responsible for Merchant's issuance of Benefits other than in accordance with authorizations. Merchant agrees to comply with all the requirements, laws, rules and regulations pertaining to the delivery of services to Benefit Recipients and Benefit Recipient confidentiality. If Merchant issues FS Benefits under this Card Services Agreement, Merchant represents and warrants to Global Direct that Merchant is an FNS-authorized "Merchant" (as such term is defined in the Rules) and is not currently suspended or disqualified by FNS. Merchant agrees to secure and maintain at its own expense all necessary licenses, permits, franchises, or other authorities required to lawfully effect the issuance and distribution of Benefits under this Card Services Agreement, including without limitation, any applicable franchise tax certificate and non-governmental contractor's certificate, and covenants that Merchant will not issue Benefits at any time during which Merchant is not in compliance with the requirements of any applicable law. Merchant agrees to hold Global Direct harmless from any costs of compliance or failure to comply with any such obligation by Merchant. Global Direct may terminate or modify the provision of Services to Merchant if any of Global Direct's agreements with government EBT agencies are terminated for any reason or if any party threatens to terminate services to Global Direct due to some action or inaction on the part of Merchant. If any of these Card Services Terms & Conditions are found to conflict with Federal or State law, regulation or policy of the Rules, these Card Services Terms & Conditions are subject to reasonable amendment by Global Direct, the State or its EBT Service Provider to address such conflict upon ninety (90) days written notice to Merchant, provided that Merchant may, upon written notice, terminate the Card Services Agreement upon receipt of notice of such amendment. Nothing contained herein shall preclude the State from commencing appropriate administrative or legal action against Merchant or for making any referral for such action to any appropriate Federal, State, or local agency. Any references to "State" herein shall mean the State in which Merchant issues Benefits pursuant hereto. If Merchant issues Benefits in more than one State pursuant hereto, then the reference shall mean each such State severally, not jointly.

29. DECLINE MINIMIZER SERVICES.

In the event that Merchant elects to use Global Direct's Decline Minimizer Service (as defined herein below), the following terms apply. Merchant represents and warrants that its business is of such a nature that it periodically needs to receive updated cardholder account information and that Merchant does not belong to any high-risk categories as determined by any Card Schemes. In consideration of Merchant's payment of any fees and charges set forth herein, Global Direct agrees to provide to Merchant certain Card decline minimizer services facilitated by applicable card associations, which services are designed to assist merchants in recurring payment industries with maintenance of current cardholder account data (such services, the "Decline Minimizer Services"). The Decline Minimizer Services are subject to availability as determined by the card associations. Merchant acknowledges that a card association may terminate or suspend Global Direct's ability or right to provide the Decline Minimizer Services, and Global Direct may terminate its obligations with respect to the Decline Minimizer Service at any time upon notice to Merchant. The Decline Minimizer Services may be subject to additional terms, conditions, and/or fees, notice of which shall be provided to Merchant accordance with this Agreement.

30. DISCOVER PROGRAM MARKS.

Merchant is hereby granted a limited non-exclusive, non-transferable license to use Discover brands, emblems, trademarks, and/or logos that identify Discover cards ("Discover Program Marks"). Merchant is prohibited from using the Discover Program Marks other than as expressly authorized in writing by Global Direct. Merchant shall not use the Discover Program Marks other than to display decals, signage, advertising and other forms depicting the Discover Program Marks that are provided to Merchant by Global Direct pursuant to this Card Services Agreement or otherwise approved in advance in writing by Global Direct. Merchant may use the Discover Program Marks only to promote the services covered by the Discover Program Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the Discover Program Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the Discover Program Marks. Merchant recognizes that it has no ownership rights in the Discover Program Marks and shall not assign to any third party any of the rights to use the Discover Program Marks.

31. PAYPAL MARKS.

PayPal Marks means the brands, emblems, trademarks, and/or logos that identify PayPal Acceptance. Merchant shall not use the PayPal Marks other than to display decals, signage, advertising, and other forms depicting the PayPal Marks that are provided to Merchant by Global Direct pursuant to the Merchant Program or otherwise approved in advance in writing by Acquirer. Merchant may use the PayPal Marks only to promote the services covered by the PayPal Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the PayPal Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the PayPal Marks. Merchant recognizes that it has no ownership rights in the PayPal Marks. Merchant shall not assign to any third party any of the rights to use the PayPal Marks. Merchant is prohibited from using the PayPal Marks, not permitted above, unless expressly authorized in writing by PayPal.

32. AMERICAN EXPRESS CARD ACCEPTANCE.

Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Guide is hereby incorporated by reference into this Card Services Agreement. In addition, Merchant agrees to comply with the terms of all other security and operational guides published by American Express from time to time, including the American Express Data Security Requirements. Merchant hereby authorizes Global Direct to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the American Express Guide sold, or (if applicable) for charitable contributions made,

at all of its establishments, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Card Services Agreement. For the avoidance of doubt, "cardholder" as used in this Card Services Agreement shall include Card Members as defined in the American Express Guide.

Merchant hereby acknowledges and agrees that (i) Global Direct may disclose American Express Transaction Data (which for purposes of this Section 32 shall have the same definition as "Transaction Data" in the American Express Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Card Services Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact Global Direct customer service as described in this Card Services Agreement. For purposes of this Section 32, "Merchant Data" means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this Section 32 means an American Express Program Merchant with either (i) greater than \$1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than \$100,000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed to together when determining whether Merchant has exceeded the thresholds above.

Merchant shall not assign to any third party any American Express-related payments due to it under this Card Services Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to Global Direct, its affiliated entities and/or any other cash advance funding source that partners with Global Direct or its affiliated entities, without consent of American Express.

In connection with Merchants acceptance of American Express, Merchant agrees to comply with and be bound by, the rules and regulations imposed by the Payment Card Industry (PCI) Security Standards Council (including without limitation the PCI Data Security Standard). Merchant hereby agrees to report all actual or suspected Data Incidents (as such term is defined in the American Express Data Security Requirements) immediately to Global Direct and American Express immediately upon discovery thereof.

Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce the Card Services Agreement against Merchant to the extent applicable to American Express processing. Merchant's termination of American Express card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact Global Direct customer service as described in this Card Services Agreement.

Without limiting any other rights provided herein, Global Direct shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any American Express Card Member for any purchase or payment on the American Express card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the American Express Guide.

33. ELECTRONIC SIGNATURES.

Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Card Services Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (1) your electronic signature is associated with the Card Services Agreement and related documents, (2) you consent and intend to be bound by the Card Services Agreement and related documents, and (3) the Card Services Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Card Services Agreement and all related electronic documents shall be governed by the provisions of E-Sign.

By pressing Submit, you agree (i) that the Card Services Agreement and related documents shall be effective by electronic means, (ii) to be bound by the terms and conditions of this Card Services Agreement and related documents, (iii) that you have the ability to print or otherwise store the Card Services Agreement and related documents, and (iv) to authorize us to conduct an investigation of your credit history with various credit reporting and credit bureau agencies for the sole purpose of determining the approval of the applicant for merchant status or equipment leasing. This information is kept strictly confidential and will not be released.

34. SURCHARGES/OTHER FEES.

Merchant pricing appears in the Card Services Fee Schedule of the Merchant Application. T&E merchants (airline, car rental, cruise line, fast food, lodging, restaurant, travel agent, transportation) may have separate rates quoted for consumer and commercial (business) transactions. Transactions that do not clear as priced are subject to surcharges (as outlined in Merchant Application) that are billed back to you on your monthly statement. The most predominant market sectors and transactions types for surcharges appear below, however, such sectors and transaction types are not comprehensive and are subject to change. Most surcharges can be avoided by using a product that supports authorization and market data requirements established by the card associations and that are subject to change from time to time.

Some surcharges occur on specific types of cards (including without limitation Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and "foreign" cards issued outside the United States). Unless your Card Services Fee Schedule specifically addresses commercial cards (i.e., Business Cards, Corporate Cards, Fleet Cards, GSA Cards, Purchase Cards), you will be billed back for the higher cost of acceptance of commercial cards, unless you are primarily a business-to-business supplier with corresponding pricing based on acceptance of commercial cards. The card associations require that information from the original authorization, including a lifecycle identifier, be retained and returned with subsequent authorizations and/or the settled transaction data. The card associations validate this information as part of the clearing and settlement process. If authorization data is not retained and returned at settlement, then the transaction will not clear as priced and will incur a surcharge. For more information concerning surcharging and to view market data, you may wish to check the Global Direct website (www.globalpaymentsinc.com) for best practices information and to license Global Access @dvanantage (GA@) or Business View for transaction detail review.

The items listed in this Section 34 are not and are not intended to be a comprehensive list of all instances in which surcharges may apply. Surcharges may apply in additional situations. All surcharges may include additional fees assessed by the applicable card association and Member or Global Direct.

In addition, Merchant may be assessed additional fees which will be in addition to the fees stated on the Merchant Application, including the following:

Merchant will also be assessed (a) Cross-Border fees and a U.S. Acquirer Support fee for international MasterCard and Maestro transactions, (b) an International Service Assessment fee and International Acquirer fee for international Visa transactions, and (c) an International Processing fee and International Service fee for international Discover transactions. These fees, which are applicable to transactions between Merchant and a non-U.S. MasterCard, Maestro, Visa, American Express, or Discover cardholder will be displayed as a separate item on Merchant's monthly statement and may include fees assessed by both the applicable card association and Member or Global Direct.

Merchant will also be assessed per transaction access or participation fees and assessment rates for Visa, MasterCard, American Express, Discover and PayPal transactions, which will be displayed as a separate item on Merchant's monthly statement and may include fees by both the applicable card association and Member or Global Direct.

Merchant will also be assessed a Discover Network Authorization Fee.

Merchant may also be assessed a PCI DSS Compliance fee, which will appear as a separate item on Merchant's monthly statement. This fee is assessed by Member and Global Direct in connection with Member and Global Direct's efforts to comply with the PCI Data Security Standard and does not ensure Merchant's compliance with the PCI Data Security Standard or any law, rule or regulation related to cardholder data security. The payment of such fee shall not relieve Merchant of its responsibility to comply with all rules and regulations related to cardholder data security, including without limitation the PCI Data Security Standard. Merchant may also be assessed a PCI DSS Non-Compliance fee until they validate compliance or confirm they are using a PA DSS Validated payment application.

Merchant will also be assessed the following fees on or related to Visa transactions: the Visa Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch, the Visa Zero Floor Limit Fee, which will be assessed on settled transactions that were not authorized, the Visa Zero Dollar Verification fee, which will be assessed on transactions where Merchant requested an address verification response without an authorization, the Visa Transaction Integrity fee, which will be assessed on Visa signature debit and prepaid transactions that fail to meet processing and transaction standards defined by Visa, and a monthly fee based on the number of card present Merchant locations by Merchant taxpayer identification number and/or all Visa volume processed by a Merchant's taxpayer identification number. Merchant will also be assessed a MasterCard CVC2 Transaction fee and the MasterCard Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch or not properly reversed within 120 days, and an acceptance and licensing fee that will be applied to the Merchant's total U.S. MasterCard sales volume. These fees will be displayed as separate items on Merchant's monthly statement, provided that the acceptance and licensing fee may be included with Merchant's MasterCard assessment fees, and may include fees assessed by both the applicable card association and Member or Global Direct.

SURCHARGES FOR PREDOMINANT MARKET SECTORS

Retail/Restaurant Electronic Merchant

If you are a Retail Merchant or a Restaurant Merchant with retail-only pricing (no Business Card Rate) and utilize a certified terminal product or electronic system or the payment application provided by Global Direct or its partner, which is designed for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation retail commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and all Commercial Cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application

- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at the time of sale.
- Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for No Signature Required [NSR] program).
- Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions unless a Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or, Bar/Tavern (MCC 5513), Beauty/Barber Shop (MCC 7230), or Taxi/Limousines (MCC 4121).
- The electronic authorization amount must be equal to the transaction amount on Discover retail transactions except that Taxi Limousines (MCC 4121) and Beauty/Barber Shop (MCC 7230) merchant transactions may vary up to 20%. Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or Bar/Tavern (MCC 5513) transactions may vary by more than 20% from the electronic authorization without incurring surcharges.

Restaurant Electronic Merchant

If you are a Restaurant Merchant MCC 5812 or Fast Food Merchant MCC 5814 and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card transactions that meet these requirements will be subject to the Business Card rate quoted in the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at the time of sale.
- Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.

Supermarket Electronic Merchant

If you are an approved (certified) supermarket merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Supermarket Credit Card and Supermarket Check Card. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at the time of sale.
- Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

Emerging Market Electronic Merchant

If you qualify as an Emerging Market Merchant (as defined by Association guidelines from time to time) and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rates quoted. Any other transaction, including commercial card transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and non-magnetic stripe read foreign transactions will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. In addition, each Visa transaction not processed as outlined, but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization.
- Settle and transmit batches same day via your terminal/electronic system.
- Provide market data as required. See Note.

NOTE: If card is not present and a magnetic stripe read does not occur, then Merchant may be required to comply with "Direct Marketer" market data requirements including AVS request on cardholder billing address at time of authorization. If card is present and cardholder signature is obtained, however the magnetic stripe is damaged, then Merchant may be required to obtain AVS match on cardholder billing address zip code.

MOTO Electronic Merchant

If you are a MOTO Merchant (non-magnetic swipe read transactions), and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate quoted. Any other transaction, including all foreign transactions and commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settle amount).
- Address Verification Request in authorization on cardholder billing address. For Discover transactions, Merchant must obtain full address verification request on street number and/or 9 digit postal code.
- CID verification for Discover merchants on non-recurring transactions.
- Purchase date (settled date) is ship date.
- Send order number with each transaction.
- Settle and transmit batches same day via your terminal/electronic system.
- Send level 3 data (line item detail, sales tax, customer code) with every eligible commercial card transaction.

NOTE: Card Not Present transactions involving one-time, recurring, or installment bill payment transactions are subject to additional card association requirements which must be complied with to avoid surcharges. Electronic commerce transaction requirements are also subject to additional card association requirements which must be complied with to avoid surcharges. Please refer to Card Acceptance Guide for additional requirements.

NOTE: Transactions which utilize our TouchTone Capture system for authorizations and settlement, settle beyond 48 hours, or are not transmitted via the TouchTone Capture system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

Public Sector Electronic Merchant

If you are an approved (certified) public sector merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Public Sector. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at the time of sale.
- Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

Purchase Card Electronic Merchant

If you are a Purchase Card Merchant (non-magnetic swipe read transactions) and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets the following requirements will be priced at the rate quoted. Each Visa transaction not processed as outlined, but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Each Visa business and commercial card transaction will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Any other transaction that does not meet the following requirements, including without limitation foreign transactions, tax-exempt Visa Commercial transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settled amount).
- Address Verification Request in authorization on cardholder billing address.
- Purchase date (settled date) is ship date.
- Send order number (customer code) with each transaction.
- Send tax amount with every transaction.
- Send Level 3 data (line item detail) with every eligible commercial card transaction. Sales tax exempt transactions will not be considered to meet these requirements unless they include Level 3 data (line item detail).
- Settle and transmit batches same day via your terminal/electronic system.

Lodging/Auto Rental Electronic Merchant

If you are a Lodging or Auto Rental Merchant utilizing a terminal or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation non-magnetic stripe read foreign transactions, and transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card transactions that meet these requirements will be subject to the Business Card rate quoted in the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic swipe read (card swipe/electronic imprint) at the time of check-in.
- Obtain additional electronic authorizations or send partial reversals to bring total authorized amount within 15% of settled amount. Authorizations must meet card association requirements.
- Obtain a cardholder signature for final transaction amount.
- Purchase Date is hotel check-out date/auto return date.
- Length of guest stay/rental in initial authorization.
- Hotel Folio/Rental Agreement Number and check-in date/check-out date transmitted with each transaction.
- Additional market data may be required for commercial card transactions to avoid surcharges. Lodging merchants who (1) accept credit cards for advance payment; (2) guarantee reservations using a credit card; or (3) provide express check-out services to guests, must comply with additional card association requirements for these services in addition to additional authorization and settlement market data requirements. Lodging merchants who subject charges to final audit and bill for ancillary/additional charges must comply with additional bank card association requirements for these services in addition to additional authorization and settlement market data requirements to avoid surcharges. These transactions may also be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Please see Card Acceptance Guide for requirements and best practices for these transactions.

Paper Deposit Merchant

Non-terminal/electronic paper deposit transactions will be priced at the rate quoted in the Card Services Fee Schedule of the Merchant Application.

Debit Card Merchant

Each debit card transaction will be assessed the network's acquirer fee in addition to the debit card per item fee quoted in the Card Services Fee Schedule of the Merchant Application.

Card Present: / Mag Stripe Failure:

A magnetic stripe read is also referred to as an electronic imprint. If the magnetic stripe is damaged, then other validation means may be required to protect against counterfeit cards and merchant must obtain a manual imprint. Most products, including the payment application, if any, will prompt for cardholder billing zip code and perform an AVS check for a zip code match. CID verification is recommended for Discover key-entered transactions. Key-entered retail transactions are subject to higher interchange and surcharges.

The foregoing information regarding surcharging is not comprehensive and is subject to change by the card association. Additional or different rates or fees may apply based on the details of a subject transaction.

All questions regarding Card Services should be referred to Global Payments Direct Inc. – 3550 Lenox Road NE, Suite 3000, Atlanta, GA 30326, or call: 1-800-367-2638.

Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice.

Contact information for Member is listed in the Merchant Application.

Global Payments Direct Inc. is a registered ISO of BMO Harris Bank N.A. and Wells Fargo Bank, N.A.

Debit sponsorship is provided by Old Line Bank - 1525 Pointer Ridge Place, Bowie, MD. 20716, 1(800)617-7511.

Additional Owner/Officer Information Page for Merchant Processing Agreement (If Needed)

Note: Complete Owner / Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. Spaces 1 - 4 must be completed directly on the Merchant Processing Agreement; all additional owner/officer information may be provided on the Additional Owner/Officer Page as needed.

Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization.

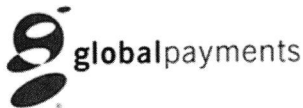
Your Card Services Agreement is between Global Payments Direct, Inc. ("Global Direct"), the Merchant named above, and the Member named below ("Member"). Member is a member of Visa, USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"); Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC. ("Discover") and a registered Program Participant of American Express Travel Related Services Company, Inc. ("American Express"). A copy of the Card Services Terms and Conditions, revision number 10/18-GP-WF-OE-MUA, has been provided to you. Please sign below to signify that you have received a copy of the Card Services Terms & Conditions and that you agree to all terms and conditions contained therein. If this Merchant Application is accepted for card services, Merchant agrees to comply with the Merchant Application and the Card Services Terms & Conditions as may be modified or amended in the future. If you disagree with any Card Services Terms & Conditions, do not accept service.

IF MERCHANT SUBMITS A TRANSACTION TO GLOBAL DIRECT HEREUNDER, MERCHANT WILL BE DEEMED TO HAVE ACCEPTED THE CARD SERVICES TERMS & CONDITIONS.

By your signature below on behalf of Merchant, you certify that all information provided in this Merchant Application is true and accurate and you authorize Global Direct, and Global Direct on Member's behalf, to initiate debit entries to Merchant's checking account(s) in accordance with the Card Services Terms and Conditions. In addition by your signature below on behalf of Merchant you authorize Global Direct and/or Open Edge Payments, LLC. to order a consumer credit report on you, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account.

Additional Owners

Complete Owner/Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. An owner or person with control listed, must be the one to accept the agreement at the end of this application.



Merchant Application

Business Information			
Merchant's DBA Name/Outlet Name: City of Ridgeland - Utilities Online		Merchant's Legal Name: City of Ridgeland	
Physical Street Address (No P.O. Box): 304 Hwy 51		Legal Address: PO Box 217	
City, State, Zip: Ridgeland, MS 39157		City, State, Zip: Ridgeland, MS 39158	
DBA Phone: (601) 856-7113	Fax:	Corp. Phone: (601) 856-7113	Fax:
Contact Name at this Address: Ina Byrd		Contact Name at this Address: Ina Byrd	
E-Mail: ina.byrd@ridgelandms.org		E-Mail: ina.byrd@ridgelandms.org	
Customer Service Phone # (Required for MOTO and Internet merchants only): (601) 856-7113			
Website Address (Required for Internet merchants): www.ridgelandms.org			
Merchant Profile		Amex/Visa/MasterCard/Discover Information	
Ticker Symbol:		Market Type:	
Type of Ownership: ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☐ Professional Assoc ☐ Tax Exempt Org (501C: ☐ 3 ☐ 4 ☐ 10) ☒ Government/Municipality		☐ Retail ☐ Supermarket ☐ Restaurant ☐ Emerging Market ☐ Lodging ☐ Public Sector ☐ MO/TO ☐ Auto Rental ☐ P-card ☐ Cash Advance ☒ E-commerce ☐ Other	
Type of Goods or Services Sold: Utilities Online		Sales Profile (Must equal 100%)	
SIC Code: 9399		Card Swiped	0 %
Years in business under current ownership: 120		Manual Keyed with imprint	0 %
Federal Tax ID# 6 4 6 0 0 1 5 5 0		Mail Order/Telephone	0 %
		Internet	100 %
		Total	100 %
Do you currently accept Amex/Visa/MasterCard/Discover? ☒ Yes ☐ No			
Does merchant accept transactions before the customer receives product or service? ☐ Yes ☒ No			
How long does customer wait before product is received? _____ % of sales in this category _____			
% cost that is prepayment? _____ Duration of extended service or benefit (in weeks) _____			
Does merchant offer warranties, dues, subscriptions, memberships or other extended services? ☐ Yes ☒ No			
Annual Amex/Visa/MC/Discover Sales: <u>\$1,112,755</u> Average Ticket: <u>\$79</u> Total Amex/Visa/MC/Discover Sales (multiple locations only): <u>\$1,112,755</u>			
Member Bank (Acquirer) Information			
Wells Fargo Bank, P.O. Box 6079 – Concord, CA 94524 – (844) 284-6834			
Important Member Bank (Acquirer) Responsibilities		Important Merchant Responsibilities	
1. A Visa Member is the only entity approved to extend acceptance of Visa products directly to a merchant. 2. A Visa Member must be a principal (signer) to the Merchant Agreement. 3. The Visa Member is responsible for and must provide settlement funds to the merchant. 4. The Visa Member is responsible for all funds held in reserve that are derived from settlement. 5. The Visa Member is responsible for educating merchants on pertinent Visa International Operating Regulations with which merchants must comply.		1. Ensure compliance with cardholder data security and storage requirements. 2. Maintain fraud and chargebacks below thresholds. 3. Review and understand the terms of the Merchant Agreement. 4. Comply with Visa International Operating Regulations.	
Merchant Resources		The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa member (acquirer) is the ultimate authority should the merchant have any problems.	
- You may download "Visa Regulations" from Visa at: https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf - You may download "MasterCard Rules" from MasterCard at: http://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html - You may download additional merchant information from Discover at: http://www.discovernetwork.com/merchants/index.html - You may download "American Express Merchant Operating Requirements" at: https://icm.aexp-static.com/Internet/NGMS/US_en/Images/MerchantPolicyOptBlue.pdf			
Merchant's Signature: X		Name (printed): Paula Tierce	
		Title: City Clerk	
		Date	

For questions regarding Card Services, contact: Customer Service within 60 days of the date of the statement and/or notice. Global Payments Direct Inc. – 3550 Lenox Road NE, Suite 3000, Atlanta, GA 30326 or call: 1-800-367-2638.

Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice.

Merchant Initials: _____ #2

Rev. 10-18-GP-WF-OE-MUA

Credit/Debit Card Services and Fee Schedule*

Plan Type	New	Existing	Existing Merchant No.	Discount Rate	Per Item	Per Auth.
☒ VISA Credit	☒	N/A	N/A	0.0000 %	\$ 0.0000	\$ 0.0000
☒ VISA Bus. Card	☒	N/A	N/A	0.0000 %	\$ 0.0000	\$ 0.0000
☒ VISA Check	☒	N/A	N/A	0.0000 %	\$ 0.0000	\$ 0.0000
☒ MasterCard Credit	☒	N/A	N/A	0.0000 %	\$ 0.0000	\$ 0.0000
☒ MasterCard Bus. Card	☒	N/A	N/A	0.0000 %	\$ 0.0000	\$ 0.0000
☒ Debit MasterCard	☒	N/A	N/A	0.0000 %	\$ 0.0000	\$ 0.0000
☒ Discover Credit	☒	☐	N/A	0.0000 %	\$ 0.0000	\$ 0.0000
☒ Discover Bus. Card	☒	☐	N/A	0.0000 %	\$ 0.0000	\$ 0.0000
☒ Discover Check	☒	☐	N/A	0.0000 %	\$ 0.0000	\$ 0.0000
☒ PayPal Credit (card present)	☒	☐	N/A	0.0000 %	\$ 0.0000	\$ 0.0000
☒ Diners Club, China Union Pay, JCB	☐	☐		2.8500 %	\$ 0.1500	\$
☒ Debit (other than Visa or MC)	☒	☐			\$ 0.0000	\$
☐ EBT	☐	☐			\$	\$
☒ American Express	☐	☐		0.0000 %	\$ 0.0000	\$ 0.0000
☒ American Express Prepaid	☐	☐		0.0000 %	\$ 0.0000	\$ 0.0000

Merchant FNS# _____ Cash Benefits: ☐ YES ☐ NO Daily Discount: ☐ YES ☒ NO

Surcharges: (Non-Qualified surcharges are marked "NQ" and are per-occurrence)

Surcharges:	☒ Tiered	☐ Pass-Through Plus	☐ Interchange Plus
	0.00% Rewards Discount	_____ Pass-Through Plus	
	0.00% Mid-Qualified Discount		
	0.00% Non-Qualified Discount		

A list of additional fees/rates can be found on pages 2 and 4 of this Card Services Agreement contract under the headings "Other Fees" and "Association Fees and Assessments."

The foregoing discount rate, per item and authorization fees are based upon Merchant's complying with all processing requirements as established by the applicable governing authority of the payment type which qualifies Merchant for the most favorable interchange rates available for such payment type. Transactions that do not qualify for the most favorable interchange rates will be subject to the surcharges up to 3.00% in addition to the rate quoted. See "Other Fees" section of this Card Services Agreement and Section 34 of the Card Services Terms and Conditions for more information regarding non-qualifying surcharges. Discount rates and other percentage fees are calculated by multiplying the rates or fees and the Merchant's applicable transaction volume. Per item and per authorization fees are calculated per transaction or authorization, as applicable. See Section 13 of the Card Services Terms and Conditions for information regarding the early termination fee. In addition to the per item fee, all Debit Transactions include fees assessed by the applicable network organization.

Other Fees (Per occurrence fees marked with a *)

\$ _____ Non-Refundable Application Fee *	\$ _____ Virtual Site Survey Fee *	\$ 0.00 Chargeback Fee *
\$ 0.00 Membership Fee	\$ 0.00 Retrieval Fee *	_____ Monthly Debit Card Membership Fee
\$ 0.00 Monthly Regulatory Compliance Fee	\$ 0.00 Minimum Monthly Discount	_____ Global Transport VT (Recurring Billing)
_____ Annual Association Technology Fee	_____ Voice AVS Fee *	_____ Setup Fee *
\$ _____ Global Access @dvantage Monthly Fee	\$ 0.00 PCI ASSURE Monthly Fee	_____ Global Transport VT (Recurring Billing)
\$ 0.00 Voice Authorization Fee *	\$ 0.00 PCI ASSURE Non-Compliance	_____ Monthly Fee
\$ 0.00 Batch/ACH Fee *	_____ Fee (monthly)	_____ Global Transport VT (Recurring Billing)
\$ 0.00 Non-Sufficient Fund *	_____ Data Monitoring Fee *	_____ Transaction Fee *
\$ 0.00 Account Maintenance Fee	_____ Other: _____	
\$ _____ Gateway Monthly Fee	\$ _____ Gateway Setup Fee	

Association Fees and Assessments (Per occurrence fees marked with a *)

0.0000% GP Fee - DISC Assessments *	\$ 0.0000 GP Fee - MC Data Integrity *
0.0000% GP Fee - DISC Intl Processing *	\$ 0.0000 GP Fee - MC CVC2 *
0.0000% GP Fee - DISC Intl Service *	0.0000% GP Fee - MC Assessments *
0.0000% GP Fee - PayPal Assessment *	0.0000% GP Fee - MC Assessments Lg Tkt *
\$ 0.0000 GP Fee - PayPal Participation *	0.0000% GP Fee - MC Acceptance & Licensing *
0.0000% GP Fee - VISA Assessments-Credit *	0.0000% GP Fee - MC Cross Bdr Domestic *
0.0000% GP Fee - VISA Assessments-Debit *	0.0000% GP Fee - MC Cross Bdr Foreign *
0.0000% GP Fee - VISA Intl Svc Assessment-Purchase *	0.0000% GP Fee - MC Acq Program Support *
0.0000% GP Fee - VISA Intl Svc Assessment *	0.0000% GP Fee - MC Digital Enablement *
0.0000% GP Fee - VISA Intl Acquiring *	\$ 0.0000 GP Fee - MC Monthly Fee
\$ 0.0000 GP Fee - VISA Trans Integrity *	0.0000% GP Fee - MC Integrity - Final Auth (Max) *
\$ 0.0000 GP Fee - VISA APF - Credit *	\$ 0.0000 GP Fee - MC Integrity - Final Auth (Min) per Auth PI *
\$ 0.0000 GP Fee - VISA APF - Debit *	\$ 0.0000 GP Fee - MC Integrity - Pre Auth/Undefined per Auth PI *
\$ 0.0000 GP Fee - Visa APF Intl - Credit *	0.0000% GP Fee - AMEX Inbound *
\$ 0.0000 GP Fee - Visa APF Intl - Debit *	0.0000% GP Fee - AMEX Network *
\$ 0.0000 GP Fee - VISA AVS Only *	0.0000% GP Fee - AMEX CNP *
\$ 0.0000 GP Fee - VISA Misuse of Auth *	0.0000% GP Fee - AMEX Access *
\$ 0.0000 GP Fee - MC Acct Status Inquiry *	0.0000% GP Fee - Settlement Funding Fee *

Personal Guaranty

I/We hereby irrevocably guarantee to Global Direct and Member, their successors and assigns, the full, prompt, and complete performance of Merchant and all of Merchant's obligations under the Card Services Agreement, including but not limited to all monetary obligations arising out of Merchant's performance or non-performance under the Card Services Agreement, whether arising before or after termination of the Card Services Agreement. This guaranty shall not be discharged or otherwise affected by any waiver, indulgence, compromise, settlement, extension of credit, or variation of terms of the Card Services Agreement made by or agreed to by Global Direct, Member, and/or Merchant. I/We hereby waive any notice of acceptance of this guaranty, notice of nonpayment or nonperformance of any provision of the Card Services Agreement by Merchant, and all other notices or demands regarding the Card Services Agreement. I/We agree to promptly provide to Global Direct and Member any information requested by any of them from time to time concerning my/our financial condition(s), business history, business relationships, and employment information. I/We agree that Global Direct and Global Direct (on behalf of Member) may order a consumer credit report on me, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account. I/We have read, understand, and agree to be bound by the Card Services Terms & Conditions provided to Merchant and those terms and conditions contained in this Merchant Application.

Signature of Guarantor (please sign below)

X

, an individual

← #4

Name (printed):

Paula Tierce

Signature of Guarantor (please sign below)

X

, an individual

Name (printed):**Owner/Officer Information**

Complete Owner/Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. An owner or person with control listed, must be the one to accept the agreement at the end of this application.

Name: Paula Tierce	Title: City Clerk	Equity Owned: 0 %	Date of Birth (mm/dd/yyyy): 09/09/1999	Social Security #: 9 9 9 9 9 9 9 9 9	Home Phone #: (601) 856-7113
Home Address: 304 Hwy 51			City: Ridgeland	State: MS	Zip Code: 39157
Years There: 2					
Former Address (if less than 1 year at current address):			City:	State:	Zip Code:
Years There:					
Name:	Title:	Equity Owned: %	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
Home Address:			City:	State:	Zip Code:
Years There:					
Former Address (if less than 1 year at current address):			City:	State:	Zip Code:
Years There:					
Name:	Title:	Equity Owned: %	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
Home Address:			City:	State:	Zip Code:
Years There:					
Former Address (if less than 1 year at current address):			City:	State:	Zip Code:
Years There:					
Name:	Title:	Equity Owned: %	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
Home Address:			City:	State:	Zip Code:
Years There:					
Former Address (if less than 1 year at current address):			City:	State:	Zip Code:
Years There:					

Is any owner, officer, director, employee, or agent a current or former official in the executive, legislative, administrative, military, or judicial branch of any government (elected or not); a senior official of a major political party; an executive of a government-owned commercial enterprise; a family member of any of the foregoing officials; or a close personal or professional associate of any of the foregoing officials? ☐ Yes ☒ No If "yes," please attach details.

Bank Information (Attach Voided Check or Bank Letter):

	Routing Number:	DDA/Checking Account#:	Deposit	Discount	Chargebacks	Equipment	Supplies	Misc. Fees
Bank 1	0 6 5 3 0 2 1 9 6	1021349183	☒	☒	☒	☒	☒	☒
Bank 2			☐	☐	☐	☐	☐	☐
Bank 3			☐	☐	☐	☐	☐	☐
Bank 4			☐	☐	☐	☐	☐	☐

Merchant Site Survey Report (To be Completed by Sales Representative)

Merchant Location: ☐ Retail Location with Store Front ☐ Office Building ☐ Residence ☐ Other: _____

Surrounding Area: ☐ Commercial ☐ Industrial ☐ Residential ☐ Yes ☐ No

Does the amount of inventory and merchandise on shelves and floor appear consistent with the type of business? ☐ Yes ☐ No

If no, explain: _____

Does the Merchant use a Fulfillment House? ☐ Yes ☐ No If yes, was the Fulfillment House inspected? ☐ Yes ☐ No

The Merchant: ☐ Owns ☐ Leases the business premises

Further comments by inspector (must complete): _____

I hereby verify that this application has been fully completed by merchant applicant and that I have physically inspected the business premises of the merchant at this address and the information stated above is true and correct to the best of my knowledge and belief.

Verified and inspected by (print name): _____

Representative Signature: X

Date: _____

Sales Rep Name: _____

Sales Rep Code:
6329

Sales Phone Number: _____

Sales Email Address: _____

Amex annual volume < \$1,000,000 ☒ YES ☐ NO

Amex Acceptance ☒ YES ☐ NO

Amex Marketing ☒ YES ☐ NO

American Express ESA Program

By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity, which agrees to be bound by the American Express® Card Acceptance Agreement ("Agreement"), and that all information provided herein is true, complete, and accurate. I authorize Global Direct and American Express Travel Related Services Company, Inc. ("American Express") and American Express's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies from time to time, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct Global Direct and American Express and American Express's agents and Affiliates to inform me directly, or inform the entity above, about the contents of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize American Express to use the reports on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. Please read the American Express Privacy Statement at <https://www.americanexpress.com/privacy> to learn more about how American Express protects your privacy and how American Express uses your information. I understand that I may opt out of marketing communications by visiting this website or contacting American Express at 1-(800)-528-5200. I understand that upon American Express's approval of the application, the entity will be provided with the Agreement and materials welcoming it to American Express's Card acceptance program.

Merchant's Signature

X

Name (printed):

Paula Tierce

Title:

City Clerk

Date:

Hardware

Process Method: ☒ EDC ☐ Touchtone ☐ Paper

Platform: ☒ East ☐ Central ☐ Other

Imprinter: ☒ Own ☐ Purchase

Purchase Price per Unit: \$

Purchase Quantity - Standard:

Purchase Quantity -

Handheld:

Total Regular Plates Needed: 1

Total Amex Plates Needed: 1

Total Plastic Cards Needed: 1

Global to schedule download? ☒ Yes ☐ No

Global to train? ☒ Yes ☐ No

☒ Own/Reprogram ☐ Purchase ☐ Lease ☐ Rental

Terminal Type:

Pinpad Type:

Printer Type:

Check Reader:

Terminal Application / PC Software Type:

Number of TIDS: 1

Product: X-Charge

Term type: XC2

Third Party Settlement

Global PC Software: ☐ Own

☐ Terminal ☒ Host

If purchase, price \$

☐ Purchase

of payments:

Qty	Hardware Device	Rental/Purchase	Unit Price
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Special Instructions:

N (M)

Cardholder Data Storage Compliance & Service Provider

PCI DSS and Card Network rules prohibit storage of sensitive authentication data after the transaction has been authorized (even if encrypted). If you or your POS system store, process, or transmit full cardholder's data, then you (merchant) must validate PCI DSS compliance. If you (merchant) utilize a payment application the POS software must be PA DSS (Payment Application Data Security Standards) validated where applicable. If you use a payment gateway, they must be PCI DSS Compliant.

As required under the Payment Card Industry Data Security Standard (PCI DSS), I do hereby declare and confirm the following:

Questions:

Merchant will maintain full PCI DSS compliance at all times and will notify Global Payments when it changes its point of sale software, system, application or vendor	YES ☒	NO ☐	N/A ☐
Do your transactions process through any other Third Parties (i.e. web hosting companies, gateways, corporate office)?	YES ☐	NO ☒	N/A ☐
Merchant utilizes the services of a PCI SSC Qualified Integrator Reseller (QIR) when POS payment applications are utilized.	YES ☐	NO ☒	N/A ☐
The signing merchant listed below has experienced an account data compromise.	YES ☐	NO ☒	N/A ☐ (I have never accepted payment cards.)
The signing merchant listed below is storing Sensitive Authentication Data* (even if encrypted) after the transaction has been authorized.	YES ☐	NO ☒	N/A ☐ (I have never accepted payment cards.)
Merchant utilizes an EMV enabled terminal	YES ☐	NO ☒	N/A ☐

*Sensitive Authentication Data is security related information (Card Verification Values, complete Magnetic Stripe Data, PINs, and PIN blocks) that is used to authenticate cardholders.

Please note that if you have indicated that your organization has experienced an account data compromise in the past, a PCI DSS Level 1 Compliance Assessment may be required upon Global's request. A compromise of cardholder data from your location(s) may result in the issuance of fines and/or penalties by the card brand, for which you will be responsible under your Merchant Agreement, notwithstanding this Compliance Statement.

It is imperative that you notify Global Payments immediately should the information on this Compliance Statement change.

Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization

Your Card Services Agreement is between Global Payments Direct, Inc. ('Global Direct'), the Merchant named above and the Member named below ('Member'). Member is a member of Visa, USA, Inc. ('Visa') and MasterCard International, Inc. ('MasterCard'); Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC. ('Discover') and a registered Program Participant of American Express Travel Related Services Company, Inc. ('American Express'). A copy of the Card Services Terms and Conditions, revision number 10-18-GP-WF-OE-MUA, has been provided to you. Please sign below to signify that you have received a copy of the Card Services Terms & Conditions and that you agree to all terms and conditions contained therein. If this Merchant Application is accepted for card services, Merchant agrees to comply with the Merchant Application and the Card Services Terms & Conditions as may be modified or amended in the future. If you disagree with any Card Services Terms & Conditions, do not accept service.

IF MERCHANT SUBMITS A TRANSACTION TO GLOBAL DIRECT HEREUNDER, MERCHANT WILL BE DEEMED TO HAVE ACCEPTED THE CARD SERVICES TERMS & CONDITIONS.

By your signature below on behalf of Merchant, you certify that all information provided in this Merchant Application is true and accurate and you authorize Global Direct, and Global Direct on Member's behalf, to initiate debit entries to Merchant's checking account(s) in accordance with the Card Services Terms and Conditions. In addition by your signature below on behalf of Merchant you authorize Global Direct to order a consumer credit report on you, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account.

Merchant's Signature - Owner/Officer Name 1: X	Name (printed): Paula Tierce	Title: City Clerk	Date: #7
Merchant's Signature - Owner/Officer Name 2: X	Name (printed):	Title:	Date:
Merchant's Signature - Owner/Officer Name 3: X	Name (printed):	Title:	Date:
Merchant's Signature - Owner/Officer Name 4: X	Name (printed):	Title:	Date:
Signing for Global Payments Direct, Inc.: X	Name (printed):	Title:	Date:
Signing for Member: X	Name (printed):	Name of Member (printed): Wells Fargo Bank	Date:

CARD SERVICES TERMS & CONDITIONS

PLEASE READ SECTION 17 ("DISPUTE RESOLUTION") CAREFULLY AS IT RELATES TO ARBITRATION AND CLASS ACTIONS

1. GENERAL.

The "Card Services Agreement" consists of these Card Services Terms & Conditions and the Merchant Application and is made by and among Merchant (or "you"), Global Payments Direct, Inc. ("Global Direct"), and Member (as defined below). The provisions in the Card Services Agreement are applicable to Merchant if Merchant has signed the appropriate space in the Acceptance of Terms & Conditions/Merchant Authorization section of the Merchant Application. The member bank identified in the Merchant Application ("Member") is a member of Visa USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"). Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard, a registered Program Participant of American Express Travel Related Services Company, Inc. ("American Express"), and a registered acquirer for Discover Financial Services LLC ("Discover"). Any references to the Debit Sponsor shall refer to the debit sponsor identified below.

Merchant and Global Direct agree that the rights and obligations contained in these Card Services Terms and Conditions do not apply to the Member with respect to American Express, Discover and PayPal transactions and Switched Transactions (as defined below). To the extent Merchant accepts Discover cards, the provisions in this Agreement with respect to Discover apply if Merchant does not have a separate agreement with Discover. In such case, Merchant will also be enabled to accept JCB, China Union Pay, Diner's Club and, for card present transactions, PayPal cards under the Discover network and such transactions will be processed at the same fee rate as Merchant's Discover transactions are processed. To the extent Merchant accepts Discover cards and has a separate agreement with Discover, Discover and PayPal card transactions shall be processed as Switched Transactions (as defined below). To the extent Merchant accepts American Express cards, the provisions in this Agreement with respect to American Express apply if Merchant does not have a separate agreement with American Express.

Under the terms of the Card Services Agreement, Merchant will be furnished with the services and products, including any software, described herein and in the Merchant Application and selected by Merchant therein (collectively and individually, as applicable, the "Services"). During the term of the Card Services Agreement, Global Direct will be the sole and exclusive provider of all card Services to Merchant. Any Merchant accepted by Global Direct for card processing services agrees to be bound by the Card Services Agreement, including the terms of the Merchant Application and these Card Services Terms & Conditions as may be modified or amended in the future. A MERCHANT'S SUBMISSION OF A TRANSACTION TO GLOBAL DIRECT SHALL BE DEEMED TO SIGNIFY MERCHANT'S ACCEPTANCE OF THE CARD SERVICES AGREEMENT, INCLUDING THE TERMS AND CONDITIONS HEREIN.

Except as expressly stated in the first three paragraphs of Section 13, all terms and conditions of this Card Services Agreement shall survive termination

2. SERVICE DESCRIPTIONS.

Credit Card Processing Services: Global Direct's credit card processing services consist of authorization and electronic draft capture of credit card transactions; outclearing of such transactions to the appropriate card associations and/or issuers (e.g., Visa, MasterCard, American Express, Diners, Discover); settlement; dispute resolution with cardholders' banks; and transaction-related reporting, statements and products. From time to time under this Card Services Agreement, upon Merchant's request, Global Direct may facilitate the transmission of certain payment card transactions ("Switched Transactions") to the respective card issuers, including but not limited to American Express®, Diners Club® and various fleet, private label and commercial cards. Switched Transactions require Global Direct's prior written approval and are subject to applicable pricing; Global Direct does not purchase the indebtedness associated with Switched Transactions.

EBT Transaction Processing Services: Global Direct offers electronic interfaces to Electronic Benefits Transfer ("EBT") networks for the processing of cash payments or credits to or for the benefit of benefit recipients ("Recipients"). Global Direct will provide settlement and switching services for various Point of Sale transactions initiated through Merchant for the authorization of the issuance of the United States Department of Agriculture, Food and Nutrition Services ("FNS") food stamp benefits ("FS Benefits") and/or government delivered cash assistance benefits ("Cash Benefits," with FS Benefits, "Benefits") to Recipients through the use of a state-issued card ("EBT Card").

Provisions regarding debit card services are set forth in Section 27 below.

With respect to Visa and MasterCard products, Merchant may elect to accept credit cards or debit/prepaid cards or both. Merchant shall so elect on the Merchant Application being completed contemporaneously herewith. Merchant agrees to pay and Merchant's account(s) will be charged pursuant to Section 5 of this Card Services Agreement for any additional fees incurred as a result of Merchant's subsequent acceptance of transactions with any Visa or MasterCard product that it has elected not to accept.

3. PROCEDURES.

Merchant will permit holders of valid cards bearing the symbols of the cards authorized to be accepted by Merchant hereunder to charge purchases or leases of goods and services and the debt resulting therefrom shall be purchased hereunder, provided that the transaction complies with the terms of this Card Services Agreement. All indebtedness submitted by Merchant for purchase will be evidenced by an approved sales slip. Merchant will not present for purchase any indebtedness that does not arise out of a transaction between a cardholder and Merchant. Merchant agrees to follow the Card Acceptance Guide which is incorporated into and made part of this Card Services Agreement, and to be bound by the operating regulations, requirements, and rules of Visa, MasterCard, American Express, Discover, PayPal and any other card association or network organization covered by this Card Services Agreement, as any of the above referenced documents may be modified and amended from time to time. Merchant acknowledges that the Card Acceptance Guide is located on Global Direct's website at www.globalpaymentsinc.com. Without limiting the generality of the foregoing, Merchant agrees to comply with and be bound by, and to cause any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement to comply with and be bound by, the rules and regulations of Visa, MasterCard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation, all rules and regulations imposed by the Payment Card Industry (PCI) Security Standards Council (including without limitation the PCI Data Security Standard), Visa's Cardholder Information Security Program, MasterCard's Site Data Protection Program, and Payment Application Best Practices. Merchant also agrees to cooperate at its sole expense with any request for an audit or investigation by Global Direct, Member, a card association or network organization in connection with cardholder and transaction information security.

Without limiting the generality of the foregoing, Merchant agrees that it will use information obtained from a cardholder in connection with a card transaction solely for the purpose of processing a transaction with that cardholder or attempting to re-present a chargeback with respect to such transaction. Merchant will indemnify and hold Global Direct and Member harmless from any fines and penalties issued by Visa, MasterCard, American Express, Discover, PayPal or any card association or network organization and any other fees and costs arising out of or relating to the processing of transactions by Global Direct and Member at Merchant's location(s) and will reimburse Global Direct for any losses incurred by Global Direct with respect to any such fines, penalties, fees and costs.

Without limiting the generality of any other provision of this Card Services Agreement, Merchant also agrees that it will comply with all applicable laws, rules and regulations related to both (a) the truncation or masking of cardholder numbers and expiration dates on transaction receipts from transactions processed at Merchant's location(s), including without limitation the Fair and Accurate Credit Transactions Act and applicable state laws ("Truncation Laws") and (b) the collection of personal information from a cardholder in connection with a card transaction, including all applicable state laws ("Laws on Collection of Personal Information"). As between Merchant, on the one hand, and Global Direct and Member, on the other hand, Merchant shall be solely responsible for complying with all Truncation Laws and Laws on Collection of Personal Information and will indemnify and hold Global Direct and Member harmless from any claim, loss or damage resulting from a violation of Truncation Laws or Laws on Collection of Personal Information as a result of transactions processed at Merchant's location(s).

Global Direct may, from time to time, issue written directions (via mail or Internet) regarding procedures to follow and forms to use to carry out this Card Services Agreement. These directions and the terms of the forms are binding as soon as they are issued and shall form part of these Card Services Terms & Conditions. Such operating regulations and rules may be reviewed upon appointment at Global Direct's designated premises and Merchant acknowledges that it has had the opportunity to request a review and/or review such operating regulations and rules in connection with its execution of this Card Services Agreement.

4. MARKETING.

Merchant shall adequately display the card issuer service marks and promotional materials supplied by Global Direct. Merchant shall cease to use or display such service marks immediately upon notice from Global Direct or upon termination of this Card Services Agreement.

5. PAYMENT, CHARGES AND FEES.

Fees and charges payable by Merchant for all products, services and applications, whether provided by Global Direct or by a third party through Global Direct, shall be as set forth in the Merchant Application (exclusive of taxes, duties and shipping and handling charges). Merchant shall at all times maintain one or more commercial checking accounts with Member or with another financial institution of Merchant's choice acceptable to Member and Global Direct that belongs to the Automated Clearing House ("ACH") network and which can accept ACH transactions Merchant will be paid for indebtedness purchased under this Card Services Agreement by credit to Merchant's account(s). Merchant's account(s) will be credited for the gross amount of the indebtedness deposited less the amount of any credit vouchers deposited. Merchant shall not be entitled to credit for any indebtedness that arises out of a transaction not processed in accordance with the terms of this Card Services Agreement or the rules and regulations of a card association or network organization. Availability of any such funds shall be subject to the procedures of the applicable financial institution. Chargebacks and adjustments will be charged to Merchant's account(s) on a daily basis. Merchant agrees to pay and Merchant's account(s) will be charged for the discount, fees, product service costs, chargebacks, and other fees and charges described in this Card Services Agreement. Merchant also agrees to pay and Merchant's account(s) will be debited for all fees, arbitration fees, fines, penalties, etc. charged or assessed by the card associations or network organizations on account of or related to Merchant's processing hereunder, including without limitation with regards to any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement. If any type of overpayment to Merchant or other error occurs, Merchant's account(s) may be debited or credited, without notice, and if Merchant's account(s) do not contain sufficient funds, Merchant agrees to remit the amount owed directly to Global Direct. Merchant agrees not to, directly or indirectly, prevent, block or otherwise preclude any debit by Global Direct or Member to Merchant's account which is permitted hereunder. Merchant represents and warrants that no one other than Merchant has any claim against such indebtedness except as authorized in writing by Member and Global Direct. Merchant hereby assigns to Member and Global Direct all of its right, title, and interest in and to all indebtedness submitted hereunder, agrees that Member and Global Direct have the sole right to receive payment on any indebtedness purchased hereunder, and further agrees that Merchant shall have no right, title or interest in any such funds, including any such funds held in a Reserve Account (as defined below).

6. EQUIPMENT AND SUPPLIES/THIRD PARTY SERVICES.

Merchant agrees that it will not acquire any title, copyrights, or any other proprietary right to any advertising material; leased equipment including imprints, authorization terminals, card reader hardware or printers; software; credit card authenticators; unused forms (online or paper); and Merchant deposit plastic cards provided by Global Direct in connection with this Card Services Agreement. Merchant will protect all such items from loss, theft, damage or any legal encumbrance and will allow Global Direct and its designated representatives reasonable access to Merchant's premises for their repair, removal, modification, installation and relocation. Merchant acknowledges that any equipment or software provided under this Card Services Agreement is embedded with proprietary technology ("Software"). Merchant shall not obtain title, copyrights or any other proprietary right to any Software. At all time, Global Direct or its suppliers retain all rights to such Software, including but not limited to updates, enhancements and additions. Merchant shall not disclose such Software to any party, convey, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on such Software, or transmit any data that contains software viruses, time bombs, worms, Trojan horses, spyware, disabling devices, or any other malicious or unauthorized code. Merchant's use of such Software shall be limited to that expressly authorized by Global Direct. Global Direct's suppliers are intended third party beneficiaries of this Card Services Agreement to the extent of any terms herein pertaining to such suppliers' ownership rights; such suppliers have the right to rely on and directly enforce such terms against Merchant.

The operating instructions or user guides will instruct Merchant in the proper use of the terminals, other hardware or payment application(s), and Merchant shall use and operate the terminals, other hardware or payment application(s) only in such manner. If Merchant has purchased the relevant maintenance/help desk service hereunder, Merchant will promptly notify Global Direct of any equipment malfunction, failure or other incident resulting in the loss of use of the equipment or software or need for repair or maintenance, whereupon Global Direct will make the necessary arrangements to obtain required maintenance or replacement software or hardware. Merchant is responsible for shipping costs. Merchant shall cooperate with Global Direct in its attempt to diagnose any problem with the terminal, other hardware or payment application(s). In the event the Merchant's terminal requires additional Software, Merchant is obligated to cooperate and participate in a dial in down line load procedure. With respect to any item of equipment leased to Merchant by Global Direct, Merchant will not be liable for normal wear and tear, provided, however, that Merchant will be liable to Global Direct in the event that any leased item of equipment is lost, destroyed, stolen or rendered inoperative.

Merchant will indemnify Global Direct against any loss arising out of damage to or destruction of any item of equipment or software provided hereunder for any cause whatsoever. Merchant also agrees to hold harmless and indemnify Global Direct for any costs, expenses, and judgments Global Direct may suffer, including reasonable attorney's fees, as a result of Merchant's use of the equipment or software provided hereunder. Any unused equipment in its original packaging purchased from Global Direct hereunder may be returned to Global Direct at Merchant's expense within sixty (60) days of receipt. Merchant shall receive a refund of any money paid in connection therewith subject to a re-stocking fee of an amount equal to 20 percent of the total purchase price for the returned equipment. No refunds shall be issued for any equipment returned after sixty (60) days.

Merchant acknowledges that some of the services and applications to be provided by Global Direct and Member hereunder may be provided by third parties. Merchant agrees that except for its right to utilize such services in connection with this Card Services Agreement, it acquires no right, title or interest in any such services. Merchant further agrees that it has no contractual relationship with any third party providing services under this Card Services Agreement and that Merchant is not a third party beneficiary of any agreement between Global Direct or Member, as applicable, and such third party. Merchant may not resell the services of any third party providing services under this Card Services Agreement to any other party.

7. FINANCIAL INFORMATION.

Merchant agrees to furnish Global Direct and Member such financial statements and information concerning Merchant, its owners, principals, partners, proprietors or its affiliates as Global Direct or Member may from time to time request. Global Direct and Member, or their duly authorized representatives, may examine the books and records of Merchant, including records of all indebtedness previously purchased or presented for purchase. Merchant agrees to retain copies of all paper and electronic sales slips and credit slips submitted to Global Direct for a period of two years from submission, or such longer period of time as may be required by the **operating rules or regulations of the card associations or network organizations, by law, or by Global Direct as specifically requested in writing in individual cases.**

8. CHANGE IN BUSINESS.

Merchant agrees to provide Global Direct and Member sixty (60) days prior written notice of its (a) transfer or sale of any substantial part (ten percent (10%) or more) of its total stock, assets and/or to liquidate; or (b) change to the basic nature of its business, or (c) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, conversion of all or part of the business to mail order sales, telephone order sales, Internet-based sales or to other sales where the card is not present and swiped through Merchant's terminal or other card reader. Upon the occurrence of any such event, the terms of this Card Services Agreement may be modified to address issues arising therefrom, including but not limited to requirements of applicable card associations or network organizations.

9. TRANSFERABILITY.

This Card Services Agreement is not transferable by Merchant without the written consent of Global Direct and Member. Any attempt by Merchant to assign its rights or to delegate its obligations in violation of this paragraph shall be void. Merchant agrees that the rights and obligations of Global Direct hereunder may be transferred by Global Direct without notice to Merchant. Merchant agrees that the rights and obligations of Member hereunder may be transferred to any other member without notice to Merchant. Merchant acknowledges that the transferable rights of Global Direct and Member hereunder shall include, but shall not be **limited to, the authority and right to debit the Merchant's account(s) as described herein.**

10. WARRANTIES AND REPRESENTATIONS.

Merchant warrants and represents to Global Direct and Member: (a) that each sales transaction delivered hereunder will represent a bona fide sale to a cardholder by Merchant for the amount shown on the sales slip as the total sale and constitutes the binding obligation of the cardholder, free from any claim, demand, defense, setoff or other adverse claim whatsoever; (b) that each sales slip or other evidence of indebtedness will accurately describe the goods and services which have been sold and delivered to the cardholder or in accordance with his instructions; (c) that Merchant will comply fully with all federal, state and local laws, rules and regulations applicable to its business; (d) that Merchant will fulfill completely all of its obligations to the cardholder and will resolve any customer dispute or complaint directly with the cardholder; (e) that the signature on the sales slip will be genuine and authorized by cardholder and not forged or unauthorized; (f) that the sales transaction shall have been consummated and the sales slip prepared in full compliance with the provisions of the Card Acceptance Guide and the operating regulations and rules of the applicable card association or network organization, as amended from time to time; (g) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, that none of the sales transactions submitted hereunder represent sales by telephone, or mail, or Internet, or where the card is not physically present at the Merchant's location and swiped through Merchant's terminal, unless Merchant is specifically authorized in writing by Global Direct to submit such sales slips for purchase; (h) to the extent Merchant has indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, Merchant shall not submit such a transaction to Global Direct and Member for processing until the goods and/or services are shipped or performed, as applicable, unless otherwise permitted by the card associations or network organizations; (i) that none of the sales transactions submitted hereunder for purchase represent sales to any principal, partner, proprietor, or owner of Merchant; (j) that, without limiting the generality of the foregoing, each sales transaction submitted hereunder and the handling, retention, and storage of information related thereto, will comply with the rules and regulations of Visa, MasterCard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation Payment Card Industry (PCI) Data Security Standards, Visa's Cardholder Information Security Program and MasterCard's Site Data Protection Program; and (k) that all of the information contained in this Card Services Agreement (including the Merchant Application) is true and correct. In the event that any of the foregoing warranties or representations is breached, the affected sales slips or other indebtedness may be refused, or prior acceptance revoked and charged back to the Merchant. Furthermore, if Merchant submits for purchase hereunder a sales transaction that is not the result of a sale of Merchant's goods or services offered to the general public or if Merchant submits any sales transactions for purchase hereunder which represents a sale to any principal, partner, proprietor, or owner of Merchant, such sales transaction may be refused or charged back.

Merchant must notify Global Direct if Merchant elects to use the terminal service of American Express, Novus, or any other third-party provider. If Merchant elects to use a third-party terminal provider, that provider becomes Merchant's agent for the delivery of card transactions to Global Direct via the applicable card-processing network. Global Direct and Member shall have no responsibility for or liability in connection with any hardware, software or services Merchant receives from a third party agent, even if Global Direct collects monies with respect to such hardware, software or services. Neither Global Direct nor Member makes any representation or warranty with respect to such agent's access to or ability to integrate with the products, services, and systems of Global Direct and any such access or ability may terminate at any time and Global Direct shall have no obligation to advise Merchant of such termination. Merchant agrees to assume full responsibility and liability

for any failure of such agent to comply with the operating regulations and rules of the applicable card association or network organization, including without limitation any violation, which results in a chargeback to the Merchant. Global Direct and Member have no responsibility for any card transactions until it receives data for the card transaction in the format required by Global Direct. Merchant also agrees that the obligation hereunder to reimburse the Merchant for the value of the card transactions captured by an agent is limited to the value of the transactions (less applicable fees) received by the card-processing network from the agent.

NEITHER MEMBER, NOR GLOBAL DIRECT, NOR ANY SUPPLIER MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY TERMINAL, ANY EQUIPMENT, SOFTWARE OR SERVICES LEASED, SOLD OR OTHERWISE FURNISHED IN CONNECTION THEREWITH, OR ANY OF THE SERVICES FURNISHED HEREUNDER.

11. INDEMNITY.

Merchant agrees to satisfy directly with the cardholder any claim or complaint arising in connection with the card sale, regardless of whether such claim or complaint is brought by the cardholder, Global Direct, or another party. Merchant agrees to indemnify defend and hold Global Direct, Member and their respective parent companies, subsidiaries and affiliates (including, without limitation, the respective officers, directors, employees, attorneys, shareholders, representatives and agents of all of the foregoing) harmless from and against any and all liabilities, judgments, arbitration awards, settlements, actions, suits, claims, demands, losses, damages, costs (including, but not limited to, court costs and out of pocket costs and expenses), expenses of any and every type, litigation expenses, and attorneys' fees, including, but not limited to, attorneys' fees incurred in any and every type of suit, proceeding, or action, including but not limited to, bankruptcy proceedings, in connection with, by virtue of, or arising from, either directly or indirectly: (a) any card transaction that does not conform to the requirements of this Card Services Agreement, the rules and regulations of any card association or applicable laws; (b) any card transaction or any act or omission of Merchant in connection with a cardholder; (c) Merchant's breach or default or an alleged breach or default of or under any term, covenant, condition, representation, warranty, obligation, undertaking, promise or agreement contained in this Card Services Agreement or in any agreement (whether oral or written) with any cardholder, any agreement with any card association, or in any other agreement with Member or Global Direct, any breach or threatened breach by Merchant of the card association rules and regulations or any violation by Merchant of laws, rules and regulations applicable to Merchant; (d) the rescission, cancellation or avoidance of any card transaction, by operation of law, adjudication or otherwise; (e) any claim, counterclaim, complaint, dispute or defense, including, without limitation claims brought by Merchant, whether or not well founded, with respect to this Card Services Agreement or a card transaction; (f) damages, including, without limitation, those for death or injury caused by the good or service purchased with the card; or (g) for all web based, Internet or electronic commerce transactions including Merchant's insecure transmission of card transaction data and/or storage of cardholder information. For purposes of this Agreement, including the foregoing indemnities, Merchant is responsible and liable for the acts and omissions of its employees, agents and representatives (whether or not acting within the scope of their duties).

12. LIMITATION OF LIABILITY.

- 12.1** NEITHER MEMBER NOR GLOBAL DIRECT SHALL BE LIABLE FOR FAILURE TO PROVIDE THE SERVICES OR DELAY IN PROVIDING THE SERVICES INCLUDING PROCESSING DELAYS OR OTHER NON-PERFORMANCE IF SUCH FAILURE IS DUE TO ANY CAUSE OR CONDITION BEYOND SUCH PARTY'S REASONABLE CONTROL. SUCH CAUSES OR CONDITIONS SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, ACTS OF GOD OR OF THE PUBLIC ENEMY, ACTS OF THE GOVERNMENT IN EITHER ITS SOVEREIGN OR CONTRACTUAL CAPACITY, FIRES, FLOODS, EPIDEMICS, QUARANTINE RESTRICTIONS, STRIKES, RIOTS, WAR, SHORTAGES OF LABOR OR MATERIALS, FREIGHT EMBARGOES, UNUSUALLY SEVERE WEATHER, BREAKDOWNS, OPERATIONAL FAILURES, ELECTRICAL POWER FAILURES, TELECOMMUNICATIONS FAILURES, EQUIPMENT FAILURES, UNAVOIDABLE DELAYS, THE ERRORS OR FAILURES OF THIRD PARTY SYSTEMS, NON-PERFORMANCE OF VENDORS, SUPPLIERS, PROCESSORS OR TRANSMITTERS OF INFORMATION, OR OTHER SIMILAR CAUSES BEYOND SUCH PARTY'S CONTROL.
- 12.2** THE LIABILITY OF GLOBAL DIRECT AND MEMBER FOR ANY LOSS ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF ANY MALFUNCTION OF THE EQUIPMENT OR THE FAILURE OF THE EQUIPMENT TO OPERATE, THE UNAVAILABILITY OR MALFUNCTION OF THE SERVICES, PERSONAL INJURY, OR PROPERTY DAMAGE, SHALL, IN THE AGGREGATE, BE LIMITED TO ACTUAL, DIRECT, AND GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED ONE (1) MONTH'S AVERAGE CHARGE PAID BY MERCHANT HEREUNDER (EXCLUSIVE OF INTERCHANGE FEES, ASSESSMENTS, AND ANY OTHER FEES OR COSTS THAT ARE IMPOSED BY A THIRD PARTY IN CONNECTION WITH MERCHANT'S PAYMENT PROCESSING) FOR THE SERVICES DURING THE PREVIOUS TWELVE (12) MONTHS OR SUCH LESSER NUMBER OF MONTHS AS SHALL HAVE ELAPSED SUBSEQUENT TO THE EFFECTIVE DATE OF THIS CARD SERVICES AGREEMENT. THIS SHALL BE THE EXTENT OF GLOBAL DIRECT'S AND MEMBER'S LIABILITY ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT, INCLUDING ALLEGED ACTS OF NEGLIGENCE, BREACH OF CONTRACT, OR OTHERWISE AND REGARDLESS OF THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT AGAINST GLOBAL DIRECT OR MEMBER, WHETHER CONTRACT, TORT, OR OTHERWISE, AND THE FOREGOING SHALL CONSTITUTE MERCHANT'S EXCLUSIVE REMEDY.
- 12.3** UNDER NO CIRCUMSTANCES SHALL GLOBAL DIRECT OR MEMBER BE LIABLE FOR SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, REVENUES AND BUSINESS OPPORTUNITIES, ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF PLACEMENT OF A MERCHANT'S NAME ON ANY TERMINATED MERCHANT LIST FOR ANY REASON, EVEN IF GLOBAL DIRECT OR MEMBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Under no circumstances shall Global Direct, or Member be liable for any settlement amounts pertaining to Switched Transactions; Merchant's recourse therefore shall be to the applicable card issuer. Member shall not be responsible or liable to Merchant for any action taken by Member (or the results thereof) that is authorized by this Agreement.

12.4 IT IS AGREED THAT IN NO EVENT WILL GLOBAL DIRECT OR MEMBER BE LIABLE FOR ANY CLAIM, LOSS, BILLING ERROR, DAMAGE, OR EXPENSE ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT WHICH IS NOT REPORTED IN WRITING TO GLOBAL DIRECT BY MERCHANT WITHIN SIXTY (60) DAYS OF SUCH FAILURE TO PERFORM OR, IN THE EVENT OF A BILLING ERROR, WITHIN NINETY (90) DAYS OF THE DATE OF THE INVOICE OR APPLICABLE STATEMENT. MERCHANT EXPRESSLY WAIVES ANY SUCH CLAIM THAT IS NOT BROUGHT WITHIN THE TIME PERIODS STATED HEREIN.

13. TERM AND TERMINATION.

This Card Services Agreement shall remain in full force and effect for an initial term of three (3) years. This Card Services Agreement shall be automatically extended for successive one (1) year periods on the same terms and conditions expressed herein, or as may be amended, unless Merchant gives written notice of termination as to the entire Card Services Agreement or a portion thereof at least 60 days prior to the expiration of the initial term or any extension or renewals thereof, in which case this Card Services Agreement will terminate at the end of the then-current term. Notwithstanding anything to the contrary set forth herein, in the event Merchant terminates this Card Services Agreement in breach of this Section 13, the following amount(s) shall be immediately due and payable to Global Direct: the lesser of (a) the maximum amount permitted by state law, and (b) all monthly fees assessed to Merchant under this Card Services Agreement and due to Global Direct for the remainder of the then existing term of the Card Services Agreement, including all minimum monthly fee commitments. Merchant hereby authorizes Global Direct to accelerate the payment of such applicable amount(s) and to deduct such total amount(s) from Merchant's account referenced in Section 5, or to otherwise withhold the total amount(s) from amounts due to Merchant from Global Direct, immediately on or after the effective date of termination. If the Merchant's account does not contain sufficient funds for the debit or the amount cannot be withheld by Global Direct from amounts due to Merchant, Merchant shall pay Global Direct the amount due within ten (10) days of the date of Global Direct's invoice for same. The payment as described here is not a penalty, but rather is hereby agreed by the parties to be a reasonable amount of liquidated damages to compensate Global Direct for its termination expenses and all other damages under the circumstances in which such amounts would be payable. Such amount(s) shall not be in lieu of but in addition to any payment obligations for Services already provided hereunder (or that Global Direct may continue to provide), which shall be an additional cost, and any and all other damages to which Global Direct may be entitled hereunder. Notwithstanding the foregoing, if Merchant provides Global with written notice within forty-five (45) days of Merchant's execution of this Card Services Agreement that it wishes to terminate this Card Services Agreement immediately, Merchant shall not be responsible for the payment of the above-referenced amount(s), but shall be responsible for compliance with all other terms and conditions set forth in this Card Services Agreement, including but not limited to payment for all fees incurred prior to the termination of this Card Services Agreement.

Notwithstanding the foregoing, Global Direct may terminate this Card Services Agreement or any portion thereof upon written notice to Merchant. Furthermore, Global Direct may terminate this Card Services Agreement at any time without notice upon Merchant's default in performing under any provision of this Card Services Agreement, upon an unauthorized conversion of all or any part of Merchant's activity to mail order, telephone order, Internet order, or to any activity where the card is not physically present and swiped through the Merchant's terminal or other card reader, upon any failure to follow the Card Acceptance Guide or any operating regulation or rule of a card association or network organization, upon any misrepresentation by Merchant, upon commencement of bankruptcy or insolvency proceedings by or against the Merchant, upon a material change in the Merchant's average ticket or volume as stated in the Merchant Application, or in the event Global Direct reasonably deems itself insecure in continuing this Card Services Agreement.

In the event that Global Direct and Member breach the terms and conditions hereof, the Merchant may, at its option, give written notice to Global Direct and Member of its intention to terminate this Card Services Agreement unless such breach is remedied within thirty (30) days of such notice. Failure to remedy such a breach shall make this Card Services Agreement terminable, at the option of the Merchant, at the end of such thirty (30) day period unless notification is withdrawn.

Any Merchant deposit of sales or credit slips that is accepted by Global Direct and Member or by a designated depository after the effective date of termination will be returned to Merchant and will not be credited (or debited) to Merchant's account(s). If the deposit has already been posted to Merchant's account(s), said posting will be reversed and the deposit returned to Merchant. Termination of this Card Services Agreement shall not affect Merchant's obligations which have accrued prior to termination or which relate to any indebtedness purchased hereunder prior to termination, including but not limited to chargebacks even if such chargebacks come in after termination. In the event of termination, all equipment leased from, and software provided by, Global Direct including but not limited to imprints, terminals, and printers; all supplies; Card Acceptance Guides; and operating instructions must be returned immediately to Global Direct at Merchant's expense.

14. RETURNED ITEMS/CHARGEBACKS.

If a cardholder disputes any transaction, if a transaction is charged back for any reason by the card issuing institution, or if Global Direct or Member has any reason to believe an indebtedness previously purchased is questionable, not genuine, or is otherwise unacceptable, the amount of such indebtedness may be charged back and deducted from any payment due to Merchant or may be charged against any of Merchant's accounts or the Reserve Account (as defined below). Merchant acknowledges and agrees that it is bound by the rules of the card associations and network organizations with respect to any chargeback. Merchant further acknowledges that it is solely responsible for providing Global Direct and Member with any available information to re-present a chargeback and that, regardless of any information it provides or does not provide Global Direct and Member in connection with a chargeback, or any other reason, Merchant shall be solely responsible for the liability related to such chargeback. A list of some common reasons for chargebacks is contained in the Card Acceptance Guide provided, however, that such list is not exclusive and does not limit the generality of the foregoing. If any such amount is uncollectible through withholding from any payments due hereunder or through charging Merchant's accounts or the Reserve Account, Merchant shall, upon demand by Global Direct, pay Global Direct the full amount of the chargeback. Merchant understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales slips can be returned or charged back to Merchant like any other item hereunder.

15. RESERVE ACCOUNT.

At any time, Global Direct and Member may, at their option, establish a reserve account to secure the performance of Merchant's obligations under this Card Services Agreement to such party ("Reserve Account"). The Reserve Account may be funded, at Global Direct's sole discretion, through any or all of the following: (a) Direct payment by Merchant -- At the request of Global Direct or Member, Merchant will deposit funds in the Reserve Account; (b) The proceeds of indebtedness presented for purchase; or (c) The transfer by Global Direct and Member into the Reserve Account of funds withdrawn from any of the accounts referred to in Section 5 or any other accounts, including certificates of deposit, maintained by Merchant or Merchant's guarantor, if any, with any designated

depository or other financial institution. Merchant and Merchant's guarantor hereby grants Member a security interest in all accounts referenced in Section 5 or any other accounts, including certificates of deposits, maintained by Merchant or Merchant's guarantor, if any, with any designated depository or other financial institution and authorizes Global Direct (to the extent authorized by Member) or Member to make such withdrawals at such times and in such amounts as it may deem necessary hereunder. Merchant and Merchant's guarantor hereby instruct said financial institutions to honor any requests made by Global Direct and Member under the terms of this provision. Merchant and Merchant's guarantor will hold harmless the financial institutions and indemnify them for any claims or losses they may suffer as a result of honoring withdrawal requests from Global Direct and Member.

Merchant hereby agrees that Global Direct and Member may deduct from this Reserve Account any amount owed to such party in accordance with this Card Services Agreement. Any funds in the Reserve Account may be held until the later of (a) the expiration of any potentially applicable chargeback rights in respect of purchased indebtedness under the rules and regulations of the card associations or network organizations and (b) the period necessary to secure the performance of Merchant's obligations under this Card Services Agreement, which holding period may extend beyond termination of this Card Services Agreement. Merchant will not receive any interest on funds being held in a Reserve Account and Merchant has no right to access the funds being held in the Reserve Account or otherwise transfer, pledge or use these funds for its own purposes. Without limiting the generality of the foregoing, Merchant shall, upon termination of this Card Services Agreement, maintain the sum of at least five percent (5%) of gross sales for the 90 day period prior to termination to be held in a Reserve Account in accordance with the terms of this Card Services Agreement. Global may, at its discretion upon termination of this Card Services Agreement, require that the Merchant maintain more than five percent (5%) of gross sales for the 90 day period prior to termination in a Reserve Account.

16. DEFAULT/SECURITY INTEREST.

Upon failure by Merchant to meet any of its obligations under this Card Services Agreement (including funding the Reserve Account), any of the accounts referred to in Section 5 or any other accounts belonging to Merchant, Merchant's affiliated entities, or Merchant's guarantor held by any designated depository (or by any other financial institution) may be debited without notice to Merchant, and Merchant (on behalf of itself and its affiliated entities) hereby grants to Member, Global Direct a lien and security interest in all of Merchant's right, title and interest in or to any of the following assets or properties: (a) all of the accounts referenced in the preceding sentence, (b) the Reserve Account, (c) any rights to receive credits or payments under this Card Services Agreement and (d) all deposits and other property of Merchant that Member or its affiliates possess or maintain (including all proceeds of the foregoing). Merchant shall execute, acknowledge or deliver any documents or take any actions Member, Global Direct may from time to time request to better assure, preserve, protect, perfect, maintain or enforce this security interest. To the extent permitted by law, Merchant irrevocably authorizes Member, Global Direct to file any financing statements (at Merchant's expense) in any relevant jurisdiction or any other documents or instruments related to this security interest. Merchant represents and warrants that (a) Merchant has good and valid rights and title to the property described herein, (b) Merchant has full power and authority to grant to Member the security interest pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Card Services Agreement, without the consent or approval of any other person or entity, (c) no other person or entity has a security interest or lien in any of the property described herein and (d) this security interest is a first lien security interest and secures Merchant's obligations to Member under this Card Services Agreement. Member shall have all rights of a secured party and Merchant must obtain the prior written consent of Member before granting any subsequent security interest or lien in the property described herein. Merchant agrees that it is Merchant's intent that these accounts and secured property shall to the extent allowed by applicable law not be subject to any preference, claim, or stay by reason of any bankruptcy or insolvency law. Merchant agrees to act consistently with the understanding that said accounts and secured property under this Card Services Agreement are free of all such preferences, claims or stays by reason of and as allowed by any such law. The scope of the security interest, and Merchant's (on behalf of itself and its affiliated entities) and Merchant's guarantor's instructions to its financial institutions to accept withdrawal requests from Global Direct, Member, and Merchant's agreement to hold such institutions harmless and to indemnify them are described above in Section 15.

Merchant also agrees that, in the event of a default by Merchant, Member has a right of setoff and may apply any of Merchant's balances or any other monies due Merchant from Member towards the payment of amounts due from Merchant under the terms of this Card Services Agreement. The rights stated herein are in addition to any other rights Global Direct, Member may have under applicable law.

17. DISPUTE RESOLUTION – ARBITRATION AND CLASS ACTION WAIVER

NOTE: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS AND THE RESOLUTION OF DISPUTES

- 17.1 MANDATORY ARBITRATION: ANY DISPUTE OR CLAIM ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS CARD SERVICES AGREEMENT OR THE RELATIONSHIPS WHICH RESULT FROM THIS CARD SERVICES AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT; HOWEVER, YOU MAY ASSERT CLAIMS IN SMALL CLAIMS COURT IF (1) THE CLAIMS QUALIFY FOR SMALL CLAIMS COURT; (2) THE MATTER REMAINS IN SMALL CLAIMS COURT AT ALL TIMES; AND (3) THE MATTER PROCEEDS ONLY ON AN INDIVIDUAL (NOT A CLASS OR REPRESENTATIVE BASIS). ARBITRATION DOES NOT PROCEED BEFORE A JURY AND MAY INVOLVE MORE LIMITED DISCOVERY THAN A COURT PROCEEDING. ANY ARBITRATION UNDER THIS CARD SERVICES AGREEMENT WILL ONLY BE ON AN INDIVIDUAL BASIS. CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED.** The arbitrator's award or decision will not affect issues or claims involved in any proceeding between Global Direct or Member and any person or entity who is not a party to the arbitration. The arbitrator may award monetary, declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. The arbitrator's award, if any, will not apply to any person or entity that is not a party to the arbitration. However, nothing in this Section or this Card Services Agreement shall preclude any party from bringing issues to the attention of federal, state or local agencies. Such agencies can, if the law allows, seek relief on your behalf. Further, notwithstanding the foregoing, nothing in this Section or this Agreement prohibits a party from applying to a court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other equitable relief. The Federal Arbitration Act (9 U.S.C. § 1 et seq.) governs the interpretation and enforcement of the arbitration provisions of this section. Arbitration will be administered by JAMS (www.jamsadr.com). For claims greater than \$250,000, the JAMS Comprehensive Arbitration Rules and Procedures in effect at the time the arbitration is commenced will apply (if no such rules are in effect, JAMS default arbitration rules shall apply). For claims equal to or less than \$250,000, the JAMS Streamlined Arbitration Rules and Procedures in effect at the time the arbitration is commenced will apply (if no such rules are in

effect, JAMS default arbitration rules shall apply). Unless the arbitrator(s) determine that justice or fairness require otherwise: (i) any arbitration will proceed in Atlanta, Georgia (although, for the convenience of the Merchant or guarantor (as applicable), any party or its counsel may participate telephonically); and (ii) the arbitrator(s) will oversee limited discovery, taking into account the amount in controversy and the parties' desire to keep proceedings cost-effective and efficient. Any decision rendered in any arbitration proceeding shall be final and binding on each of the parties to the arbitration and judgment may be entered thereon in any court of competent jurisdiction. The parties will maintain the confidential nature of the arbitration proceeding except as may be necessary to enforce any award or to comply with applicable law.

If the total damage claims in an arbitration are \$10,000 or less, not including the Merchant's attorney fees ("Small Arbitration Claim"), the arbitrator may, if the Merchant, prevails, award the Merchant reasonable attorney fees, expert fees and costs (separate from Arbitration Costs as defined below), but may not grant Global Direct or Member its attorney fees, expert fees or costs (separate from Arbitration Costs) unless the arbitrator determines that the Merchant's claim was frivolous or brought in bad faith. In a Small Arbitration Claim case, Global Direct will pay all arbitration filing, administrative and arbitrator costs (together, "Arbitration Costs"). The Merchant must submit any request for payment of Arbitration Costs to JAMS at the same time the Merchant submits its Demand for Arbitration. However, if the Merchant wants Global Direct to advance the Arbitration Costs for a Small Arbitration Claim before filing, Global Direct will do so at the Merchant's written request which must be sent to Global Direct at the address set forth in the Notices section (Section 22) herein below.

If the Merchant's total damage claims in an arbitration exceed \$10,000, not including the Merchant's attorney fees ("Large Arbitration Claim"), the arbitrator may award the prevailing party its reasonable attorneys' fees and costs, or it may apportion attorneys' fees and costs between the Merchant and Global Direct (such fees and costs being separate from Arbitration Costs). In a Large Arbitration Claim case, if the Merchant is able to demonstrate that the Arbitration Costs will be prohibitive as compared to the costs of litigation, Global Direct will pay as much of the Arbitration Costs as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive.

Merchant hereby agrees that claims applicable to American Express may be resolved through arbitration as further described in the American Express Merchant Requirements Guide (the "American Express Guide").

- 17.2 Choice of Forum: A court, not the arbitrator, will decide any questions regarding the validity, scope and/or enforceability of Section 17.1. Any litigated action (as opposed to an arbitration) regarding, relating to or involving the validity, scope and/or enforceability of Section 17.1, or otherwise, shall be brought in either the courts of the State of Georgia sitting in Fulton County or the United States District Court for the Northern District of Georgia, and Merchant and guarantor (if applicable) expressly agree to the exclusive jurisdiction of such courts. Merchant and guarantor (if applicable) hereby agree and consent to the personal jurisdiction and venue of such courts, and expressly waive any objection that Merchant or guarantor might otherwise have to personal jurisdiction or venue in such courts.
- 17.3 Class Action Waiver: MERCHANT AND GUARANTOR (IF APPLICABLE) ACKNOWLEDGE AND AGREE THAT ALL DISPUTES ARISING OUT OF OR RELATED TO THIS CARD SERVICES AGREEMENT SHALL BE RESOLVED ON AN INDIVIDUAL BASIS WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND SHALL NOT BE CONSOLIDATED WITH THE CLAIMS OF ANY OTHER PARTIES. MERCHANT AND GUARANTOR (IF APPLICABLE) FURTHER AGREE TO WAIVE, AND HEREBY WAIVE, THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR TO LITIGATE OR ARBITRATE ON A CLASS-WIDE BASIS.

18. AMENDMENTS.

This Card Services Agreement may be amended only in writing signed by Global Direct, Member, and Merchant, except that (a) the Card Acceptance Guide and any and all fees, charges, and/or discounts (including without limitation surcharges) may be changed immediately, or (b) Global Direct may mail Merchant either (i) a notice describing amendments to this Card Services Agreement or new services to be provided or fees to be charged to Merchant or (ii) an entirely new agreement, which notice, amendments or new agreement will be binding upon Merchant if it deposits sales or credit slips after the effective date of such amendment or new agreement set forth in Global Direct's notice.

19. WAIVER.

No provision of this Card Services Agreement shall be deemed waived by any party unless such waiver is in writing and signed by the party against whom enforcement is sought. No failure to exercise, and no delay in exercising on the part of any party hereto, any right, power or privilege under this Card Services Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Card Services Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

20. EXCHANGE OF INFORMATION.

Merchant authorizes Global Direct to order a credit report on Merchant or any owner, officer, shareholder, partner, proprietor, managing agent or guarantor of Merchant. Merchant hereby authorizes Member or any depository institution to release any financial information concerning Merchant or its accounts to Global Direct. Subsequent credit reports may be ordered in connection with updating, renewing or continuing this Card Services Agreement. Upon the written request of any individual who is the subject of a consumer credit report, Global Direct will provide the name and address of the consumer credit reporting agency furnishing such report, if any. Global Direct may exchange information about Merchant, Merchant's owners, principals, partners, proprietors, officers, shareholders, managing agents and guarantors with Member, other financial institutions and credit card associations, network organizations and any other party. Merchant hereby authorizes Global Direct to disclose information concerning Merchant's activity to any card association, network organizations, or any of their member financial institutions, or any other party without any liability whatsoever to Merchant.

21. GENERAL.

If any provision of this Card Services Agreement or portion thereof is held to be unenforceable, such a determination will not affect the remainder of this Card Services Agreement. Paragraph headings are included for convenience only and are not to be used in interpreting this Card Services Agreement.

22. NOTICES.

All notices required by this Card Services Agreement shall be in writing and shall be sent by facsimile, by overnight carrier, or by regular or certified mail. All notices sent to Global Direct or Member shall be effective upon actual receipt by the Corporate Secretary of Global Payments Direct, Inc.- 3550 Lenox Road NE, Suite 3000, Atlanta GA 30326. Any notices sent to Merchant shall be effective upon the earlier of actual receipt or upon sending such notice to the address provided by Merchant in the Merchant Application or to any other e-mail or physical address to which notices, statements and/or other communications are sent to the Merchant hereunder. The parties hereto may change the name and address of the person to whom notices or other documents required under this Card Services Agreement must be sent at any time by giving written notice to the other party.

23. MERGER.

This Card Services Agreement, including these Card Services Terms & Conditions and the Merchant Application, constitutes the entire agreement between Merchant, Global Direct, and Member and supersedes all prior memoranda or agreements relating thereto, whether oral or in writing.

24. EFFECTIVE DATE.

This Card Services Agreement shall become effective only upon acceptance by Global Direct and Member, or upon delivery of indebtedness at such locations as designated by Global Direct for purchase, whichever event shall first occur.

25. DESIGNATION OF DEPOSITORY.

The financial institution set forth in the Merchant Application is designated by Merchant as a depository institution ("Depository") for its credit card indebtedness. Such financial institution must be a member of an Automated Clearing House Association. Merchant authorizes payment for indebtedness purchased hereunder to be made by paying Depository therefore with instructions to credit Merchant's accounts. Depository, Member, and/or Global Direct may charge any of Merchant's accounts at Depository for any amount due under this Card Services Agreement.

Global Direct must approve in writing any proposed changes to the account numbers or to the Depository. Merchant hereby authorizes Depository to release any and all account information to Global Direct as Global Direct may request without any further authorization, approval or notice from or to Merchant.

26. FINANCIAL ACCOMMODATION.

The acquisition and processing of sales slips hereunder is a financial accommodation and, as such, in the event Merchant becomes a debtor in bankruptcy, this Card Services Agreement cannot be assumed or enforced, and Global Direct and Member shall be excused from performance hereunder.

27. DEBIT / ATM PROCESSING SERVICES: ADDITIONAL TERMS AND CONDITIONS.

Debit Sponsor shall act as Merchant's sponsor with respect to the participation of point-of-sale terminals owned, controlled, and/or operated by Merchant (the "Covered Terminals") in each of the following debit card networks ("Networks"): Accel, AFFN, Alaska Option, CU24, Interlink, Maestro, NYCE, Pulse, Shazam, Star, and Tyme, which Networks may be changed from time-to-time by Debit Sponsor or Global Direct without notice. Merchant may also have access to other debit networks that do not require a sponsor. Global Direct will provide Merchant with the ability to access the Networks at the Covered Terminals for the purpose of authorizing debit card transactions from cards issued by the members of the respective Networks.

Global Direct will provide connection to such Networks, terminal applications, settlement, and reporting activities. Merchant will comply with all federal, state, and local laws, rules, regulations, and ordinances ("Applicable Laws") and with all by-laws, regulations, rules, and operating guidelines of the Networks ("Network Rules"). Merchant will execute and deliver any application, participation, or membership agreement or other document necessary to enable Debit Sponsor to act as sponsor for Merchant in each Network. Merchant agrees to utilize the debit card Services in accordance with the Card Services Agreement, its exhibits or attachments, and Global Direct's instructions and specifications (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement), and to provide Global Direct with the necessary data in the proper format to enable Global Direct to properly furnish the Services. Copies of the relevant agreements or operating regulations shall be made available to Merchant upon request.

Merchant shall not in any way indicate that Debit Sponsor endorses Merchant's activities, products, or services. Debit Sponsor and Merchant are and shall remain independent contractors of one another, and neither they, nor their respective individual employees, shall have or hold themselves out as having any power to bind the other to any third party. Nothing contained in this Section shall be construed to create or constitute a partnership, joint venture, employer-employee, or agency relationship between Debit Sponsor and Merchant.

In the event that Debit Sponsor's sponsorship of Merchant in any Network is terminated prior to the termination of the Card Services Agreement, Global Direct may assign Debit Sponsor's rights and obligations hereunder to a third party. All provisions in this Section necessary to enforce the rights and obligations of the parties contained in this Section shall survive the termination of Debit Sponsor's debit sponsorship of Merchant under the Card Services Agreement. Debit Sponsor may assign this Agreement to any parent, subsidiary, affiliate, or successor-in-interest.

28. MERCHANT ACCEPTANCE OF EBT TRANSACTIONS: ADDITIONAL TERMS AND CONDITIONS.

Merchant agrees to issue Benefits to Recipients in accordance with the procedures specified herein, and in all documentation and user guides provided to Merchant by Global Direct, as amended from time-to-time (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement); and pursuant to the Quest Operating Rules (the "Rules"), as amended from time-to-time, issued by the National Automated Clearing House Association as approved by the Financial Management Service of the U.S. Treasury Department. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed them in the Rules. Merchant will provide each recipient a receipt of each Benefit issuance. Merchant will be solely responsible for Merchant's issuance of Benefits other than in accordance with authorizations. Merchant agrees to comply with all the requirements, laws, rules and regulations pertaining to the delivery of services to Benefit Recipients and Benefit Recipient confidentiality. If Merchant issues FS Benefits under this Card Services Agreement, Merchant represents and warrants to Global Direct that Merchant is an FNS-authorized "Merchant" (as such term is defined in the Rules) and is not currently suspended or disqualified by FNS. Merchant agrees to secure and maintain at its own expense all necessary licenses, permits, franchises, or other authorities required to lawfully effect the issuance and distribution of Benefits under this Card Services Agreement, including without limitation, any applicable franchise tax certificate and non-governmental contractor's certificate, and covenants that Merchant will not issue Benefits at any time during which Merchant is not in compliance with the requirements of any applicable law. Merchant agrees to hold Global Direct harmless from any costs of compliance or failure to comply with any such obligation by Merchant. Global Direct may terminate or modify the provision of Services to Merchant if any of Global Direct's agreements with government EBT agencies are terminated for any reason or if any party threatens to terminate services to Global Direct due to some action or inaction on the part of Merchant. If any of these Card Services Terms & Conditions are found to conflict with Federal or State law, regulation or policy of the Rules, these Card Services Terms & Conditions are subject to reasonable amendment by Global Direct, the State or its EBT Service Provider to address such conflict upon ninety (90) days written notice to Merchant, provided that Merchant may, upon written notice, terminate the Card Services Agreement upon receipt of notice of such amendment. Nothing contained herein shall preclude the State from commencing appropriate administrative or legal action against Merchant or for making any referral for such action to any appropriate Federal, State, or local agency. Any references to "State" herein shall mean the State in which Merchant issues Benefits pursuant hereto. If Merchant issues Benefits in more than one State pursuant hereto, then the reference shall mean each such State severally, not jointly.

29. DECLINE MINIMIZER SERVICES.

In the event that Merchant elects to use Global Direct's Decline Minimizer Service (as defined herein below), the following terms apply. Merchant represents and warrants that its business is of such a nature that it periodically needs to receive updated cardholder account information and that Merchant does not belong to any high-risk categories as determined by any Card Schemes. In consideration of Merchant's payment of any fees and charges set forth herein, Global Direct agrees to provide to Merchant certain Card decline minimizer services facilitated by applicable card associations, which services are designed to assist merchants in recurring payment industries with maintenance of current cardholder account data (such services, the "Decline Minimizer Services"). The Decline Minimizer Services are subject to availability as determined by the card associations. Merchant acknowledges that a card association may terminate or suspend Global Direct's ability or right to provide the Decline Minimizer Services, and Global Direct may terminate its obligations with respect to the Decline Minimizer Service at any time upon notice to Merchant. The Decline Minimizer Services may be subject to additional terms, conditions, and/or fees, notice of which shall be provided to Merchant accordance with this Agreement.

30. DISCOVER PROGRAM MARKS.

Merchant is hereby granted a limited non-exclusive, non-transferable license to use Discover brands, emblems, trademarks, and/or logos that identify Discover cards ("Discover Program Marks"). Merchant is prohibited from using the Discover Program Marks other than as expressly authorized in writing by Global Direct. Merchant shall not use the Discover Program Marks other than to display decals, signage, advertising and other forms depicting the Discover Program Marks that are provided to Merchant by Global Direct pursuant to this Card Services Agreement or otherwise approved in advance in writing by Global Direct. Merchant may use the Discover Program Marks only to promote the services covered by the Discover Program Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the Discover Program Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the Discover Program Marks. Merchant recognizes that it has no ownership rights in the Discover Program Marks and shall not assign to any third party any of the rights to use the Discover Program Marks.

31. PAYPAL MARKS.

PayPal Marks means the brands, emblems, trademarks, and/or logos that identify PayPal Acceptance. Merchant shall not use the PayPal Marks other than to display decals, signage, advertising, and other forms depicting the PayPal Marks that are provided to Merchant by Global Direct pursuant to the Merchant Program or otherwise approved in advance in writing by Acquirer. Merchant may use the PayPal Marks only to promote the services covered by the PayPal Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the PayPal Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the PayPal Marks. Merchant recognizes that it has no ownership rights in the PayPal Marks. Merchant shall not assign to any third party any of the rights to use the PayPal Marks. Merchant is prohibited from using the PayPal Marks, not permitted above, unless expressly authorized in writing by PayPal.

32. AMERICAN EXPRESS CARD ACCEPTANCE.

Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Guide is hereby incorporated by reference into this Card Services Agreement. In addition, Merchant agrees to comply with the terms of all other security and operational guides published by American Express from time to time, including the American Express Data Security Requirements. Merchant hereby authorizes Global Direct to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the American Express Guide sold, or (if applicable) for charitable contributions made,

at all of its establishments, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Card Services Agreement. For the avoidance of doubt, "cardholder" as used in this Card Services Agreement shall include Card Members as defined in the American Express Guide.

Merchant hereby acknowledges and agrees that (i) Global Direct may disclose American Express Transaction Data (which for purposes of this Section 32 shall have the same definition as "Transaction Data" in the American Express Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Card Services Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact Global Direct customer service as described in this Card Services Agreement. For purposes of this Section 32, "Merchant Data" means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this Section 32 means an American Express Program Merchant with either (i) greater than \$1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than \$100,000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed to together when determining whether Merchant has exceeded the thresholds above.

Merchant shall not assign to any third party any American Express-related payments due to it under this Card Services Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to Global Direct, its affiliated entities and/or any other cash advance funding source that partners with Global Direct or its affiliated entities, without consent of American Express.

In connection with Merchants acceptance of American Express, Merchant agrees to comply with and be bound by, the rules and regulations imposed by the Payment Card Industry (PCI) Security Standards Council (including without limitation the PCI Data Security Standard). Merchant hereby agrees to report all actual or suspected Data Incidents (as such term is defined in the American Express Data Security Requirements) immediately to Global Direct and American Express immediately upon discovery thereof.

Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce the Card Services Agreement against Merchant to the extent applicable to American Express processing. Merchant's termination of American Express card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact Global Direct customer service as described in this Card Services Agreement.

Without limiting any other rights provided herein, Global Direct shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any American Express Card Member for any purchase or payment on the American Express card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the American Express Guide.

33. ELECTRONIC SIGNATURES.

Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Card Services Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (1) your electronic signature is associated with the Card Services Agreement and related documents, (2) you consent and intend to be bound by the Card Services Agreement and related documents, and (3) the Card Services Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Card Services Agreement and all related electronic documents shall be governed by the provisions of E-Sign.

By pressing Submit, you agree (i) that the Card Services Agreement and related documents shall be effective by electronic means, (ii) to be bound by the terms and conditions of this Card Services Agreement and related documents, (iii) that you have the ability to print or otherwise store the Card Services Agreement and related documents, and (iv) to authorize us to conduct an investigation of your credit history with various credit reporting and credit bureau agencies for the sole purpose of determining the approval of the applicant for merchant status or equipment leasing. This information is kept strictly confidential and will not be released.

34. SURCHARGES/OTHER FEES.

Merchant pricing appears in the Card Services Fee Schedule of the Merchant Application. T&E merchants (airline, car rental, cruise line, fast food, lodging, restaurant, travel agent, transportation) may have separate rates quoted for consumer and commercial (business) transactions. Transactions that do not clear as priced are subject to surcharges (as outlined in Merchant Application) that are billed back to you on your monthly statement. The most predominant market sectors and transactions types for surcharges appear below, however, such sectors and transaction types are not comprehensive and are subject to change. Most surcharges can be avoided by using a product that supports authorization and market data requirements established by the card associations and that are subject to change from time to time.

Some surcharges occur on specific types of cards (including without limitation Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and "foreign" cards issued outside the United States). Unless your Card Services Fee Schedule specifically addresses commercial cards (i.e., Business Cards, Corporate Cards, Fleet Cards, GSA Cards, Purchase Cards), you will be billed back for the higher cost of acceptance of commercial cards, unless you are primarily a business-to-business supplier with corresponding pricing based on acceptance of commercial cards. The card associations require that information from the original authorization, including a lifecycle identifier, be retained and returned with subsequent authorizations and/or the settled transaction data. The card associations validate this information as part of the clearing and settlement process. If authorization data is not retained and returned at settlement, then the transaction will not clear as priced and will incur a surcharge. For more information concerning surcharging and to view market data, you may wish to check the Global Direct website (www.globalpaymentsinc.com) for best practices information and to license Global Access @dvantage (GA@) or Business View for transaction detail review.

The items listed in this Section 34 are not and are not intended to be a comprehensive list of all instances in which surcharges may apply. Surcharges may apply in additional situations. All surcharges may include additional fees assessed by the applicable card association and Member or Global Direct.

In addition, Merchant may be assessed additional fees which will be in addition to the fees stated on the Merchant Application, including the following:

Merchant will also be assessed (a) Cross-Border fees and a U.S. Acquirer Support fee for international MasterCard and Maestro transactions. (b) an International Service Assessment fee and International Acquirer fee for international Visa transactions, and (c) an International Processing fee and International Service fee for international Discover transactions. These fees, which are applicable to transactions between Merchant and a non-U.S. MasterCard, Maestro, Visa, American Express, or Discover cardholder will be displayed as a separate item on Merchant's monthly statement and may include fees assessed by both the applicable card association and Member or Global Direct.

Merchant will also be assessed per transaction access or participation fees and assessment rates for Visa, MasterCard, American Express, Discover and PayPal transactions, which will be displayed as a separate item on Merchant's monthly statement and may include fees by both the applicable card association and Member or Global Direct.

Merchant will also be assessed a Discover Network Authorization Fee.

Merchant may also be assessed a PCI DSS Compliance fee, which will appear as a separate item on Merchant's monthly statement. This fee is assessed by Member and Global Direct in connection with Member and Global Direct's efforts to comply with the PCI Data Security Standard and does not ensure Merchant's compliance with the PCI Data Security Standard or any law, rule or regulation related to cardholder data security. The payment of such fee shall not relieve Merchant of its responsibility to comply with all rules and regulations related to cardholder data security, including without limitation the PCI Data Security Standard. Merchant may also be assessed a PCI DSS Non-Compliance fee until they validate compliance or confirm they are using a PA DSS Validated payment application.

Merchant will also be assessed the following fees on or related to Visa transactions: the Visa Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch, the Visa Zero Floor Limit Fee, which will be assessed on settled transactions that were not authorized, the Visa Zero Dollar Verification fee, which will be assessed on transactions where Merchant requested an address verification response without an authorization, the Visa Transaction Integrity fee, which will be assessed on Visa signature debit and prepaid transactions that fail to meet processing and transaction standards defined by Visa, and a monthly fee based on the number of card present Merchant locations by Merchant taxpayer identification number and/or all Visa volume processed by a Merchant's taxpayer identification number. Merchant will also be assessed a MasterCard CVC2 Transaction fee and the MasterCard Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch or not properly reversed within 120 days, and an acceptance and licensing fee that will be applied to the Merchant's total U.S. MasterCard sales volume. These fees will be displayed as separate items on Merchant's monthly statement, provided that the acceptance and licensing fee may be included with Merchant's MasterCard assessment fees, and may include fees assessed by both the applicable card association and Member or Global Direct.

SURCHARGES FOR PREDOMINANT MARKET SECTORS

Retail/Restaurant Electronic Merchant

If you are a Retail Merchant or a Restaurant Merchant with retail-only pricing (no Business Card Rate) and utilize a certified terminal product or electronic system or the payment application provided by Global Direct or its partner, which is designed for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation retail commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and all Commercial Cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application

- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at the time of sale.
- Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for No Signature Required [NSR] program).
- Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions unless a Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or, Bar/Tavern (MCC 5513), Beauty/Barber Shop (MCC 7230), or Taxi/Limousines (MCC 4121).
- The electronic authorization amount must be equal to the transaction amount on Discover retail transactions except that Taxi Limousines (MCC 4121) and Beauty/Barber Shop (MCC 7230) merchant transactions may vary up to 20%. Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or Bar/Tavern (MCC 5513) transactions may vary by more than 20% from the electronic authorization without incurring surcharges.

Restaurant Electronic Merchant

If you are a Restaurant Merchant MCC 5812 or Fast Food Merchant MCC 5814 and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card transactions that meet these requirements will be subject to the Business Card rate quoted in the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at the time of sale.
- Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.

Supermarket Electronic Merchant

If you are an approved (certified) supermarket merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Supermarket Credit Card and Supermarket Check Card. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at the time of sale.
- Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

Emerging Market Electronic Merchant

If you qualify as an Emerging Market Merchant (as defined by Association guidelines from time to time) and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rates quoted. Any other transaction, including commercial card transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and non-magnetic stripe read foreign transactions will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. In addition, each Visa transaction not processed as outlined, but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization.
- Settle and transmit batches same day via your terminal/electronic system.
- Provide market data as required. See Note.

NOTE: If card is not present and a magnetic stripe read does not occur, then Merchant may be required to comply with "Direct Marketer" market data requirements including AVS request on cardholder billing address at time of authorization. If card is present and cardholder signature is obtained, however the magnetic stripe is damaged, then Merchant may be required to obtain AVS match on cardholder billing address zip code.

MOTO Electronic Merchant

If you are a MOTO Merchant (non-magnetic swipe read transactions), and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate quoted. Any other transaction, including all foreign transactions and commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settle amount).
- Address Verification Request in authorization on cardholder billing address. For Discover transactions, Merchant must obtain full address verification request on street number and/or 9 digit postal code.
- CID verification for Discover merchants on non-recurring transactions.
- Purchase date (settled date) is ship date.
- Send order number with each transaction.
- Settle and transmit batches same day via your terminal/electronic system.
- Send level 3 data (line item detail, sales tax, customer code) with every eligible commercial card transaction.

NOTE: Card Not Present transactions involving one-time, recurring, or installment bill payment transactions are subject to additional card association requirements which must be complied with to avoid surcharges. Electronic commerce transaction requirements are also subject to additional card association requirements which must be complied with to avoid surcharges. Please refer to Card Acceptance Guide for additional requirements.

NOTE: Transactions which utilize our TouchTone Capture system for authorizations and settlement, settle beyond 48 hours, or are not transmitted via the TouchTone Capture system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

Public Sector Electronic Merchant

If you are an approved (certified) public sector merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Public Sector. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at the time of sale.
- Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

Purchase Card Electronic Merchant

If you are a Purchase Card Merchant (non-magnetic swipe read transactions) and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets the following requirements will be priced at the rate quoted. Each Visa transaction not processed as outlined, but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Each Visa business and commercial card transaction will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Any other transaction that does not meet the following requirements, including without limitation foreign transactions, tax-exempt Visa Commercial transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settled amount).
- Address Verification Request in authorization on cardholder billing address.
- Purchase date (settled date) is ship date.
- Send order number (customer code) with each transaction.
- Send tax amount with every transaction.
- Send Level 3 data (line item detail) with every eligible commercial card transaction. Sales tax exempt transactions will not be considered to meet these requirements unless they include Level 3 data (line item detail).
- Settle and transmit batches same day via your terminal/electronic system.

Lodging/Auto Rental Electronic Merchant

If you are a Lodging or Auto Rental Merchant utilizing a terminal or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation non-magnetic stripe read foreign transactions, and transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card transactions that meet these requirements will be subject to the Business Card rate quoted in the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic swipe read (card swipe/electronic imprint) at the time of check-in.
- Obtain additional electronic authorizations or send partial reversals to bring total authorized amount within 15% of settled amount. Authorizations must meet card association requirements.
- Obtain a cardholder signature for final transaction amount.
- Purchase Date is hotel check-out date/auto return date.
- Length of guest stay/rental in initial authorization.
- Hotel Folio/Rental Agreement Number and check-in date/check-out date transmitted with each transaction.
- Additional market data may be required for commercial card transactions to avoid surcharges. Lodging merchants who (1) accept credit cards for advance payment; (2) guarantee reservations using a credit card; or (3) provide express check-out services to guests, must comply with additional card association requirements for these services in addition to additional authorization and settlement market data requirements. Lodging merchants who subject charges to final audit and bill for ancillary/additional charges must comply with additional bank card association requirements for these services in addition to additional authorization and settlement market data requirements to avoid surcharges. These transactions may also be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Please see Card Acceptance Guide for requirements and best practices for these transactions.

Paper Deposit Merchant

Non-terminal/electronic paper deposit transactions will be priced at the rate quoted in the Card Services Fee Schedule of the Merchant Application.

Debit Card Merchant

Each debit card transaction will be assessed the network's acquirer fee in addition to the debit card per item fee quoted in the Card Services Fee Schedule of the Merchant Application.

Card Present: / Mag Stripe Failure:

A magnetic stripe read is also referred to as an electronic imprint. If the magnetic stripe is damaged, then other validation means may be required to protect against counterfeit cards and merchant must obtain a manual imprint. Most products, including the payment application, if any, will prompt for cardholder billing zip code and perform an AVS check for a zip code match. CID verification is recommended for Discover key-entered transactions. Key-entered retail transactions are subject to higher interchange and surcharges.

The foregoing information regarding surcharging is not comprehensive and is subject to change by the card association. Additional or different rates or fees may apply based on the details of a subject transaction.

All questions regarding Card Services should be referred to Global Payments Direct Inc. – 3550 Lenox Road NE, Suite 3000, Atlanta, GA 30326, or call: 1-800-367-2638.

Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice.

Contact information for Member is listed in the Merchant Application.

Global Payments Direct Inc. is a registered ISO of BMO Harris Bank N.A. and Wells Fargo Bank, N.A.

Debit sponsorship is provided by Old Line Bank - 1525 Pointer Ridge Place, Bowie, MD. 20716, 1(800)617-7511.

Additional Owner/Officer Information Page for Merchant Processing Agreement (If Needed)

Note: Complete Owner / Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. Spaces 1 - 4 must be completed directly on the Merchant Processing Agreement; all additional owner/officer information may be provided on the Additional Owner/Officer Page as needed.

Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization.

Your Card Services Agreement is between Global Payments Direct, Inc. ("Global Direct"), the Merchant named above, and the Member named below ("Member"). Member is a member of Visa, USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"); Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC. ("Discover") and a registered Program Participant of American Express Travel Related Services Company, Inc. ("American Express"). A copy of the Card Services Terms and Conditions, revision number 10/18-GP-WF-OE-MUA, has been provided to you. Please sign below to signify that you have received a copy of the Card Services Terms & Conditions and that you agree to all terms and conditions contained therein. If this Merchant Application is accepted for card services, Merchant agrees to comply with the Merchant Application and the Card Services Terms & Conditions as may be modified or amended in the future. If you disagree with any Card Services Terms & Conditions, do not accept service.

IF MERCHANT SUBMITS A TRANSACTION TO GLOBAL DIRECT HEREUNDER, MERCHANT WILL BE DEEMED TO HAVE ACCEPTED THE CARD SERVICES TERMS & CONDITIONS.

By your signature below on behalf of Merchant, you certify that all information provided in this Merchant Application is true and accurate and you authorize Global Direct, and Global Direct on Member's behalf, to initiate debit entries to Merchant's checking account(s) in accordance with the Card Services Terms and Conditions. In addition by your signature below on behalf of Merchant you authorize Global Direct and/or Open Edge Payments, LLC. to order a consumer credit report on you, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account.

Additional Owners

Complete Owner/Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. An owner or person with control listed, must be the one to accept the agreement at the end of this application.

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*
				NUMBER DATE AMOUNT
01-60975	RIDGELAND CHAMBER OF COMM	156744	2020 CONTRIBUTIONS 2020 CONTRIBUTIONS	I 201910047571 10/02/2019 30,000.00 001-093-645 30,000.00
				=====
				TOTAL = 30,000.00
				=====

		FUND TOTALS	
FUND	NAME		TOTAL
001	GENERAL FUND		30,000.00
		TOTALS FOR ALL FUNDS =	30,000.00

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*
				NUMBER DATE AMOUNT
01-02550	AMERICAN PLANNING ASSOC	156745	APA-AL/MS CONF JORDAN LOHMAN	I 3108496 10/03/2019 250.00 001-180-681 250.00
01-02550	AMERICAN PLANNING ASSOC	156746	APA-AL/MS CONF ALAN HART	I 3108499 10/03/2019 250.00 001-180-681 250.00
				=====
				TOTAL = 500.00
				=====

		FUND TOTALS	
FUND	NAME		TOTAL
001	GENERAL FUND		500.00
		TOTALS FOR ALL FUNDS =	500.00

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-00450	A P W A	156747	MEMBERSHIP RENEWAL MEMBERSHIP RENEWAL	I 201910077587 001-201-686	10/02/2019 680.00	680.00
01-05710	A PLUS SIGNS AND CREATIVE	156748	REFUND FOR SIGN PERMIT FEES REFUND FOR SIGN PERMIT FEES	I 201910097616 001-000-229	10/09/2019 90.00	90.00
01-05258	A T & T GLOBAL SERVICES	156749	SEPTEMBER 2019 SEPTEMBER 2019	I GG43025 001-100-604	10/01/2019 229.64	229.64
01-00655	A W W A BOOKSTORE	156750	MEMBERSHIP 2020 MEMBERSHIP 2020	I 7001707104 400-650-686	10/02/2019 355.00	355.00
01-00818	A-1 KENDRICK FENCE	156751	GATE SERVICING GATE SERVICING	I 14573 001-100-635	9/26/2019 225.00	225.00
01-04300	ACTS NOW INC	156752	REGISTRATION REGISTRATION TRAINING WORKSHOP	I 201910077588 400-650-681 400-650-681	10/01/2019 660.00 500.00	1,160.00
01-01350	ADCAMP INC	156753	HOT MIX - ASPHALT HOT MIX - ASPHALT	I 38996 001-201-575	9/30/2019 1,909.76	1,909.76
01-01350	ADCAMP INC	156754	TONS OF ASPHALT TONS OF ASPHALT	I 39005 001-201-575	9/30/2019 3,509.12	3,509.12
01-01350	ADCAMP INC	156755	TONS OF ASPHALT TONS OF ASPHALT	I 39012 001-201-575	9/30/2019 4,195.20	4,195.20
01-01350	ADCAMP INC	156756	TONS OF ASPHALT TONS OF ASPHALT	I 39016 001-201-575	9/30/2019 3,283.84	3,283.84
01-01350	ADCAMP INC	156757	TONS OF ASPHALT TONS OF ASPHALT	I 39024 001-201-575	9/30/2019 3,174.72	3,174.72
01-01655	ADVANTAGE BUSINESS SYSTEM	156758	PRINTER FEES BLACK/WHITE COPY COLORED COPY	I 168612 001-340-604 001-340-604	9/24/2019 242.01 43.43	285.44
01-03350	APAC-MS INC	156759	TONS OF ASPHALT TONS OF ASPHALT	I 4000089974 001-201-575	8/10/2019 611.20	611.20
01-01944	ATMOS ENERGY	156760	3013187195;08-29-19 - 09-25-19 3013187195;08-29-19 - 09-25-19	I 201910097617 001-340-630	9/27/2019 30.50	30.50
01-01944	ATMOS ENERGY	156761	3015422613;08-27-19 - 09-25-19 3015422613;08-27-19 - 09-25-19	I 201910097618 001-160-630	9/25/2019 66.62	66.62
01-05219	BAILEY, TRACY	156762	OCTOBER 3, 2019 MEETING OCTOBER 3, 2019 MEETING	I 100319 001-180-611	10/03/2019 50.00	50.00
01-05598	BENCHMARK CONSTRUCTION CO	156763	CONSTRUCTION SERVICE-CITY HALL	I 3	10/01/2019	27,287.76

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*	DATE	AMOUNT	
01-05598	BENCHMARK CONSTRUCTION CO	156763	CONSTRUCTION SERVICE-CITY HALL CONSTRUCTION SERVICE-CITY HALL	I 3 390-601-600	10/01/2019 27,287.76	27,287.76	CONT
01-01614	BERTUCCI, BRETT	156764	CLOTHING ALLOWANCE CLOTHING ALLOWANCE	I 201910097622 001-100-535	10/08/2019 750.00	750.00	
01-04780	BFAC, LLC	156765	RIDGELAND APP RENEWAL RIDGELAND APP RENEWAL	I TR78145C 001-093-650	10/08/2019 3,100.00	3,100.00	
01-04137	BLACKBOARD INC	156766	BLACKBOARD CONNECT MSG SERVICE RENEWAL CARE ANNUAL FEE	I 1333439 001-093-604 001-093-604	10/04/2019 18,194.66 957.13	19,151.79	
01-07400	BLURTON, BANKS & ASSOCIAT	156767	CONCRETE SLAB CONCRETE SLAB	I 054-770 001-340-720	9/27/2019 78,000.00	78,000.00	
01-07400	BLURTON, BANKS & ASSOCIAT	156768	WTR LINE E JACKSON ST WTR LINE E JACKSON ST	I 054-771 400-650-760	9/27/2019 58,612.00	58,612.00	
01-07820	BOURDIN, WENDY	156769	ADV TRAV: 11-04-19 - 11-08-19 ADV TRAV: 11-04-19 - 11-08-19	I 201910117695 001-340-610	10/11/2019 322.00	322.00	
01-05028	BOYD, ERIN	156770	CLOTHING ALLOWANCE CLOTHING ALLOWANCE	I 201910097621 001-100-535	10/08/2019 750.00	750.00	
01-05703	BPC CAPITAL LLC	156771	REFUND FOR PERMIT FEES REFUND FOR PERMIT FEES REFUND FOR PERMIT FEES REFUND FOR PERMIT FEES REFUND FOR PERMIT FEES REFUND FOR PERMIT FEES REFUND FOR PERMIT FEES REFUND FOR PERMIT FEES REFUND FOR PERMIT FEES	I 201910097620 001-000-222 001-000-287 400-000-372 400-000-373 490-000-374 492-000-375 001-000-112 001-000-231	10/09/2019 1,400.00 270.00 395.00 125.00 855.00 300.00 87.50 215.75	3,648.25	
01-05281	BRADLEY, RACHEL	156772	OCTOBER 7, 2019 MEETING OCTOBER 7, 2019 MEETING	I 100719 001-550-599	10/07/2019 50.00	50.00	
01-05698	GIVEN BRECKENRIDGE	156773	REIMBURSE FOR EMT CLASS REIMBURSE FOR EMT CLASS	I 201910097619 001-160-604	10/07/2019 50.00	50.00	
01-04629	BRIDGES, HUNTER	156774	CLOTHING ALLOWANCE CLOTHING ALLOWANCE	I 201910097623 001-100-535	10/08/2019 750.00	750.00	
01-02103	BROOKS, ADELL	156775	2 GAMES @ \$25.00; OCT. 1, 2019 2 GAMES @ \$25.00; OCT. 1, 2019	I 201910087610 001-340-690	10/01/2019 50.00	50.00	
01-01784	BROOKS, PERCY	156776	2GAMES@25.00: OCT 8, 2019 2GAMES@25.00: OCT 8, 2019	I 201910097624 001-340-690	10/08/2019 50.00	50.00	
01-08860	BULLDOG CONSTRUCTION CO I	156777	FREEDOM RIDGE PARK FREEDOM RIDGE PARK	I 5078 001-340-637	9/30/2019 2,150.00	2,150.00	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-08860	BULLDOG CONSTRUCTION CO I	156778	TRACE RIDGE FOAM SEAL TRACE RIDGE FOAM SEAL	I 5085 001-201-603	9/30/2019 12,055.50	12,055.50
01-00440	BUMPER TO BUMPER	156779	TRUCK PARTS 7430 OIL FILTER 7060 OIL FILTER CARB CLEANER 3157 BULB 47555 TRAILER PLUG STARTING FLUID ANTI FREEZE AGC 25 FUSE AGC 15 FUSE	I 02320007859 400-650-632 400-650-632 400-650-632 400-650-632 400-650-632 400-650-632 400-650-632 400-650-632 400-650-632	10/02/2019 22.17 13.62 22.74 7.40 44.97 45.48 144.00 18.40 18.40	337.18
01-05141	BURGER & BLUES	156780	SPONSORSHIP LUNCHEON SPONSORSHIP LUNCHEON	I 201910077589 001-340-650	10/01/2019 1,755.00	1,755.00
01-05106	C SPIRE BUSINESS SOLUTION	156781	CSBS677122: OCT 2019 CSBS677122: OCT 2019 CSBS677122: OCT 2019 CSBS677122: OCT 2019 CSBS677122: OCT 2019 CSBS677122: OCT 2019 CSBS677122: OCT 2019 CSBS677122: OCT 2019 CSBS677122: OCT 2019	I 1469432 001-020-604 001-042-604 001-080-604 001-180-604 001-201-604 001-340-604 400-650-604 001-100-604	10/01/2019 20.16 73.81 6.71 87.23 26.84 73.92 40.32 298.99	627.98
01-03826	C SPIRE WIRELESS	156782	0031656019:08-23-19 - 09-22-19 0031656019:08-23-19 - 09-22-19	I 201910097630 001-020-605	9/22/2019 50.92	50.92
01-03826	C SPIRE WIRELESS	156783	0031656041:08-23-19 - 09-22-19 0031656041:08-23-19 - 09-22-19 0031656041:08-23-19 - 09-22-19 0031656041:08-23-19 - 09-22-19 0031656041:08-23-19 - 09-22-19 0031656041:08-23-19 - 09-22-19	I 201910097631 001-020-605 001-042-605 001-080-605 001-092-605 001-093-605	9/22/2019 273.52 170.22 51.13 20.47 50.92	566.26
01-03826	C SPIRE WIRELESS	156784	0031656076:08-23-19 - 09-22-19 0031656076:08-23-19 - 09-22-19	I 201910097632 001-160-605	9/22/2019 307.00	307.00
01-03826	C SPIRE WIRELESS	156785	0031656124:08-23-19 - 09-22-19 0031656124:08-23-19 - 09-22-19	I 201910097633 001-180-605	9/22/2019 544.31	544.31
01-03826	C SPIRE WIRELESS	156786	0031656148:08-23-19 - 09-22-19 0031656148:08-23-19 - 09-22-19 0031656148:08-23-19 - 09-22-19 0031656148:08-23-19 - 09-22-19	I 201910097634 001-201-605 400-650-605 404-650-605	9/22/2019 735.95 476.25 85.11	1,297.31
01-03826	C SPIRE WIRELESS	156787	0031603285:08-23-19 - 09-22-19 0031603285:08-23-19 - 09-22-19	I 201910117707 001-100-605	9/22/2019 2,577.31	2,577.31

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-01999	CABALLERO, MICHELLE	156788	SEPTEMBER 19, 2019 MEETING SEPTEMBER 19, 2019 MEETING	I 091919 001-180-611	9/19/2019 50.00	50.00
01-01999	CABALLERO, MICHELLE	156789	OCTOBER 3, 2019 MEETING OCTOBER 3, 2019 MEETING	I 100319 001-180-611	10/03/2019 50.00	50.00
01-01441	CAPITOL TOWING INC	156790	TOWING FEES P310 TOW TO SHOP	I 90840 001-100-632	9/25/2019 55.00	55.00
01-01441	CAPITOL TOWING INC	156791	TOWING FEES P332 TOW TO SHOP	I 90841 001-100-632	9/25/2019 55.00	55.00
01-00033	CASTON, NELL	156792	ADV TRAV: 10-21-19 - 10-22-19 ADV TRAV: 10-21-19 - 10-22-19	I 201910117709 001-100-610	10/11/2019 165.42	165.42
01-01136	CENTERPOINT ENERGY	156793	30982987: 09-04-19 - 10-03-19 30982987: 09-04-19 - 10-03-19	I 201910117697 001-100-630	10/08/2019 42.53	42.53
01-01136	CENTERPOINT ENERGY	156794	31746860: 09-04-19 - 10-03-19 31746860: 09-04-19 - 10-03-19	I 201910117698 001-201-630	10/08/2019 28.61	28.61
01-01136	CENTERPOINT ENERGY	156795	31762107: 09-04-19 - 10-03-19 31762107: 09-04-19 - 10-03-19	I 201910117699 001-160-630	10/08/2019 92.02	92.02
01-01136	CENTERPOINT ENERGY	156796	31796030: 09-04-19 - 10-03-19 31796030: 09-04-19 - 10-03-19	I 201910117700 001-092-630	10/08/2019 24.75	24.75
01-01136	CENTERPOINT ENERGY	156797	31942477: 09-04-19 - 10-03-19 31942477: 09-04-19 - 10-03-19	I 201910117701 001-350-630	10/08/2019 30.16	30.16
01-01136	CENTERPOINT ENERGY	156798	31942485: 09-04-19 - 10-03-19 31942485: 09-04-19 - 10-03-19	I 201910117702 001-340-630	10/08/2019 27.84	27.84
01-01136	CENTERPOINT ENERGY	156799	31942493: 09-04-19 - 10-03-19 31942493: 09-04-19 - 10-03-19	I 201910117703 001-160-630	10/08/2019 37.89	37.89
01-01136	CENTERPOINT ENERGY	156800	31942501: 09-04-19 - 10-03-19 31942501: 09-04-19 - 10-03-19	I 201910117704 400-650-630	10/08/2019 30.16	30.16
01-01136	CENTERPOINT ENERGY	156801	31942519: 09-04-19 - 10-03-19 31942519: 09-04-19 - 10-03-19	I 201910117705 400-650-630	10/08/2019 29.39	29.39
01-01136	CENTERPOINT ENERGY	156802	31984024: 09-04-19 - 10-03-19 31984024: 09-04-19 - 10-03-19	I 201910117706 001-100-630	10/08/2019 671.17	671.17
01-02764	CENTRAL MISSISSIPPI CRIME	156803	SEPTEMBER 2019 SEPTEMBER 2019	I 201910097629 001-000-330	10/03/2019 621.16	621.16
01-11950	CENTRAL MS PLANNING & DEV	156804	YEAR 2020 DISTRICT ASSESSMENTS YEAR 2020 DISTRICT ASSESSMENTS	I 3226 001-020-686	10/04/2019 8,041.00	8,041.00

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-12050	CENTRAL PIPE SUPPLY INC	156805	E JACKSON ST MATERIALS 8" MJ ACCESSORY PACK 8" 45 DEGREE FITTING	I S100192821.001 400-650-760 400-650-760	9/13/2019 34.00 52.90	86.90
01-12050	CENTRAL PIPE SUPPLY INC	156806	E JACKSON ST MATERIALS 8" MJ ACCESSORY PACK TRACER WIRE 500 FT 8" 45 DEGREE FITTING	I S100192838.001 400-650-760 400-650-760 400-650-760	9/13/2019 34.00 150.00 52.90	236.90
01-12050	CENTRAL PIPE SUPPLY INC	156807	E JACKSON ST MATERIALS CTS INSERT 1" SS SOLID CTS INSERT-55 2" BRASS SADDLE DS 8"x1" CC BRASS CURB STOP 2" MET FL CI VALVE BOX 562S COMPLET BRASS SADDLE DS 8"x2" IP MATCO THRD GATE VALVE 2" BRASS MALE ADAPTER 2" MIP BRASS STD NIPPLE 2"x6" BRASS CORP STOP 1" CC CTS BRASS CURBSTOP 1" CTS MTR CI MTR BOX LG #6530 MBX2 19"x10" CI STD ROME BOX C	I S100193845.001 400-650-760 400-650-760 400-650-760 400-650-760 400-650-760 400-650-760 400-650-760 400-650-760 400-650-760 400-650-760 400-650-760 400-650-760 400-650-760	9/25/2019 2.64 7.26 203.50 358.55 45.63 116.60 127.30 164.60 13.40 78.50 131.70 132.00 81.50	1,463.18
01-12050	CENTRAL PIPE SUPPLY INC	156808	E JACKSON ST MATERIALS 100' SVC TUBNG 2"CTS 250# 100' SVC TUBNG 1"CTS 250#	I S100194234.001 400-650-760 400-650-760	9/25/2019 125.00 52.00	177.00
01-12050	CENTRAL PIPE SUPPLY INC	156809	E JACKSON ST MATERIALS BRASS CURB STOP 1"x3/4" M BRONZE METER FLANGE SET 2 BRASS THRD COMP FLANGE 2" BRASS STD NIPPLE 2" X CLO 2" 150# FLANGE PACK RR FF	I S100194436.001 400-650-760 400-650-760 400-650-760 400-650-760 400-650-760	9/27/2019 173.10 90.10 86.05 6.00 6.03	361.28
01-05699	CINTAS CORPORATION	156810	PRIVILEGE LICENSE OVRPYMNT PRIVILEGE LICENSE OVRPYMNT	I 201910087596 001-000-220	9/23/2019 699.85	699.85
01-13025	CINTAS CORPORATION LOC #2	156811	04481 04481	I 26980355 400-650-540	7/31/2019 47.32	47.32
01-13025	CINTAS CORPORATION LOC #2	156812	08828 08828	I 31180209 001-340-540	9/27/2019 30.00	30.00
01-13025	CINTAS CORPORATION LOC #2	156813	00025 00025	I 31180355 001-100-604	9/27/2019 312.40	312.40
01-13025	CINTAS CORPORATION LOC #2	156814	02147 02147	I 31180394 001-340-540	9/27/2019 63.84	63.84
01-13025	CINTAS CORPORATION LOC #2	156815	04052	I 31180403	9/27/2019	88.80

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE		
				NUMBER	DATE	AMOUNT
01-13025	CINTAS CORPORATION LOC #2	156815	04052 04052	I 31180403 001-340-540	9/27/2019 88.80	88.80
01-13025	CINTAS CORPORATION LOC #2	156816	02148 02148 02148	I 31180453 001-180-540 400-650-540	9/27/2019 36.35 17.67	54.02
01-13025	CINTAS CORPORATION LOC #2	156817	04450 04450 04450	I 31497838 400-650-535 404-650-535	10/02/2019 149.51 14.71	164.22
01-13025	CINTAS CORPORATION LOC #2	156818	04448 04448	I 31498469 001-201-535	10/02/2019 555.78	555.78
01-13025	CINTAS CORPORATION LOC #2	156819	04479 04479	I 31502690 001-201-540	10/02/2019 2.59	2.59
01-13025	CINTAS CORPORATION LOC #2	156820	04481 04481	I 31502729 400-650-540	10/02/2019 47.32	47.32
01-13025	CINTAS CORPORATION LOC #2	156821	08828 08828	I 31733540 001-340-540	10/04/2019 30.00	30.00
01-13025	CINTAS CORPORATION LOC #2	156822	04052 04052	I 31733725 001-340-540	10/04/2019 88.80	88.80
01-13025	CINTAS CORPORATION LOC #2	156823	02147 02147	I 31733735 001-340-540	10/04/2019 63.84	63.84
01-13025	CINTAS CORPORATION LOC #2	156824	14838230 14838230 14838230	I 32060996 400-650-535 404-650-535	10/09/2019 149.51 14.71	164.22
01-13025	CINTAS CORPORATION LOC #2	156825	14849134 14849134	I 32061112 001-201-535	10/09/2019 263.33	263.33
01-13025	CINTAS CORPORATION LOC #2	156826	14839802 14839802	I 32065965 001-201-540	10/09/2019 2.59	2.59
01-13025	CINTAS CORPORATION LOC #2	156827	14839846 14839846	I 32066022 400-650-540	10/09/2019 47.32	47.32
01-13601	CLARION LEDGER - SUBSCRIP	156828	CL6284182: 10-01-19 - 10-31-19 CL6284182: 10-01-19 - 10-31-19	I 201910117708 001-040-686	10/11/2019 38.64	38.64
01-05030	CLARK, COREY	156829	CLOTHING ALLOWANCE CLOTHING ALLOWANCE	I 201910097626 001-100-535	10/08/2019 750.00	750.00
01-05507	VIRGINIA LEE COCKE	156830	OCTOBER 7, 2019 MEETING OCTOBER 7, 2019 MEETING	I 100719 001-550-599	10/07/2019 50.00	50.00
01-04779	COLLECTIVE DATA	156831	FY 20 RENEWAL	I 16210	10/02/2019	4,093.00

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-04779	COLLECTIVE DATA	156831	FY 20 RENEWAL FY 20 RENEWAL	I 16210 001-100-635	10/02/2019 4,093.00	4,093.00
01-05220	COLLETTE JR, JAMES	156832	SEPTEMBER 19, 2019 MEETING SEPTEMBER 19, 2019 MEETING	I 091919 001-180-611	9/19/2019 50.00	50.00
01-05220	COLLETTE JR, JAMES	156833	OCTOBER 3, 2019 MEETING OCTOBER 3, 2019 MEETING	I 100319 001-180-611	10/03/2019 50.00	50.00
01-04822	COLLIER, RACHEL	156834	OCTOBER 7, 2019 MEETING OCTOBER 7, 2019 MEETING	I 100719 001-550-599	10/07/2019 50.00	50.00
01-02440	COMCAST CABLE	156835	8396410560012870:09-28 - 10-27 8396410560012870:09-28 - 10-27	I 201910097627 001-340-604	9/24/2019 106.85	106.85
01-02440	COMCAST CABLE	156836	8396410530254032:10-01 - 10-31 8396410530254032:10-01 - 10-31	I 201910097628 001-160-604	9/27/2019 89.90	89.90
01-02440	COMCAST CABLE	156837	8396410530116512:10-04 - 11-03 8396410530116512:10-04 - 11-03	I 201910117710 001-160-604	10/01/2019 20.98	20.98
01-15250	CONTROL SYSTEMS INC	156838	SCADA SYSTEM INSTALL SCADA SYSTEM INSTAL	I 57567 400-650-635	9/27/2019 3,000.00	3,000.00
01-04106	COVERTTRACK GROUP INC	156839	RENEWAL OF SUBSCRIPTION RENEWAL OF SUBSCRIPTION	I 34615 001-100-604	10/03/2019 600.00	600.00
01-03220	COX, WALTER	156840	SEPTEMBER 19, 2019 MEETING SEPTEMBER 19, 2019 MEETING	I 091919 001-180-611	9/19/2019 50.00	50.00
01-03220	COX, WALTER	156841	OCTOBER 3, 2019 MEETING OCTOBER 3, 2019 MEETING	I 100319 001-180-611	10/03/2019 50.00	50.00
01-04921	CRAIG, PATRICK	156842	CLOTHING ALLOWANCE CLOTHING ALLOWANCE	I 201910097625 001-100-535	10/08/2019 750.00	750.00
01-02613	DATAPROSE, LLC	156843	09-01-19 - 09-30-19 BILLING 09-01-19 - 09-30-19 BILLING 09-01-19 - 09-30-19 BILLING	I DP1903261 400-650-540 400-650-604	9/30/2019 2,706.73 768.59	3,475.32
01-17900	DEARING ADDRESSING & MAIL	156844	OCTOBER NEWSLETTER EMAIL DOWNLOAD CASS CERTIFY USPS REQ. NCOA COMPUTER ADDRESSES FOLDING BY HAND APPLY LASER SHEET RUBBER STAMPING WHITE TABS POSTAGE	I 25610 001-340-620 001-340-620 001-340-620 001-340-620 001-340-620 001-340-620 001-340-620 001-340-620 001-340-620	10/04/2019 25.75 7.00 30.00 33.52 20.00 50.00 20.00 28.00 118.11	332.38
01-18050	DELL MARKETING L.P.	156845	STREETS LAPTOP	I 10343020818	9/26/2019	2,751.51

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-18050	DELL MARKETING L.P.	156845	STREETS LAPTOP STREETS LAPTOP	I 10343020818 001-201-730	9/26/2019 2,751.51	2,751.51
01-00690	DUNBARMONROE, PLLC	156846	COMCAST CABLE FRANCHISE COMCAST CABLE FRANCHISE	I 18104 001-060-601	9/06/2019 754.50	754.50
01-00690	DUNBARMONROE, PLLC	156847	COMCAST CABLE FRANCHISE COMCAST CABLE FRANCHISE	I 18179 001-060-601	10/02/2019 384.75	384.75
01-02850	ELITE WATER & COFFEE SERV	156848	COOLER RENT 10/2019 COOLER RENT OCTOBER 2019	I 161041 001-100-540	10/01/2019 40.00	40.00
01-03711	EMERGENCY EQUIPMENT PROFE	156849	FD- STEERING WHEEL COVER HORN PADDING LABOR SHOP SUPPLIES FREIGHT	I 443717 001-160-632 001-160-632 001-160-632 001-160-632	10/02/2019 69.16 129.95 10.00 25.00	234.11
01-03711	EMERGENCY EQUIPMENT PROFE	156850	FD - LADDER 1 LABOR PARTS	I 445761 001-160-632 001-160-632	9/24/2019 2,510.45 612.74	3,123.19
01-21500	ENTERGY	156851	14870935 14870935	I 201910097659 001-000-016	10/02/2019 1,209.46	1,209.46
01-21500	ENTERGY	156852	14870968 14870968	I 201910097660 001-160-630	10/02/2019 42.66	42.66
01-21500	ENTERGY	156853	14870984 14870984 14870984 14870984 14870984	I 201910097661 001-160-630 001-201-630 001-092-630 001-350-630	10/02/2019 1,882.07 13.62 2,088.29 1,465.92	5,449.90
01-21500	ENTERGY	156854	14870992 14870992	I 201910097662 001-340-630	10/02/2019 3,110.17	3,110.17
01-21500	ENTERGY	156855	14870943 14870943	I 201910117713 400-650-630	10/11/2019 28,500.93	28,500.93
01-21506	ENTERGY	156856	100962703: 08-26-19 - 09-25-19 100962703: 08-26-19 - 09-25-19	I 201910017540 400-650-630	9/27/2019 9.26	9.26
01-21506	ENTERGY	156857	101379923: 08-26-19 - 09-24-19 101379923: 08-26-19 - 09-24-19	I 201910017541 001-201-684	9/27/2019 20.48	20.48
01-21506	ENTERGY	156858	114576762: 08-26-19 - 09-25-19 114576762: 08-26-19 - 09-25-19	I 201910017542 001-201-684	9/27/2019 52.43	52.43
01-21506	ENTERGY	156859	119515120: 08-23-19 - 09-23-19 119515120: 08-23-19 - 09-23-19	I 201910017543 001-340-630	9/27/2019 46.94	46.94

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-21506	ENTERGY	156860	123468100: 08-23-19 - 09-21-19 I 123468100: 08-23-19 - 09-21-19	201910017544 001-201-684	9/27/2019 23.07	23.07
01-21506	ENTERGY	156861	123468522: 08-23-19 - 09-24-19 I 123468522: 08-23-19 - 09-24-19	201910017545 001-201-684	9/27/2019 27.02	27.02
01-21506	ENTERGY	156862	123469033: 08-23-19 - 09-20-19 I 123469033: 08-23-19 - 09-20-19	201910017546 001-201-684	9/27/2019 27.02	27.02
01-21506	ENTERGY	156863	125164566: 08-26-19 - 09-25-19 I 125164566: 08-26-19 - 09-25-19	201910017547 001-201-684	9/27/2019 95.34	95.34
01-21506	ENTERGY	156864	125336933: 08-26-19 - 09-25-19 I 125336933: 08-26-19 - 09-25-19	201910017548 001-201-684	9/27/2019 39.47	39.47
01-21506	ENTERGY	156865	125345488: 08-23-19 - 09-21-19 I 125345488: 08-23-19 - 09-21-19	201910017549 001-201-684	9/27/2019 49.97	49.97
01-21506	ENTERGY	156866	125345504: 08-26-19 - 09-25-19 I 125345504: 08-26-19 - 09-25-19	201910017550 001-201-684	9/27/2019 33.29	33.29
01-21506	ENTERGY	156867	148884364: 08-23-19 - 09-23-19 I 148884364: 08-23-19 - 09-23-19	201910017551 001-201-684	9/27/2019 1,221.84	1,221.84
01-21506	ENTERGY	156868	148884430: 08-23-19 - 09-20-19 I 148884430: 08-23-19 - 09-20-19	201910017552 001-201-684	9/27/2019 225.85	225.85
01-21506	ENTERGY	156869	154178826: 08-26-19 - 09-24-19 I 154178826: 08-26-19 - 09-24-19	201910017553 001-201-684	9/27/2019 67.86	67.86
01-21506	ENTERGY	156870	15484330: 08-26-19 - 09-25-19 I 15484330: 08-26-19 - 09-25-19	201910017554 001-100-630	9/27/2019 6,154.54	6,154.54
01-21506	ENTERGY	156871	17002775: 08-23-19 - 09-21-19 I 17002775: 08-23-19 - 09-21-19	201910017555 400-650-630	9/27/2019 12.38	12.38
01-21506	ENTERGY	156872	17717240: 08-26-19 - 09-25-19 I 17717240: 08-26-19 - 09-25-19	201910017556 001-201-630	9/27/2019 415.90	415.90
01-21506	ENTERGY	156873	17853490: 08-26-19 - 09-25-19 I 17853490: 08-26-19 - 09-25-19	201910017557 001-340-630	9/27/2019 540.49	540.49
01-21506	ENTERGY	156874	47143144: 08-26-19 - 09-25-19 I 47143144: 08-26-19 - 09-25-19	201910017558 400-650-630	9/27/2019 37.04	37.04
01-21506	ENTERGY	156875	47143193: 08-26-19 - 09-25-19 I 47143193: 08-26-19 - 09-25-19	201910017559 400-650-630	9/27/2019 22.69	22.69
01-21506	ENTERGY	156876	64589617: 08-26-19 - 09-25-19 I 64589617: 08-26-19 - 09-25-19	201910017560 001-340-630	9/27/2019 7.66	7.66

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-21506	ENTERGY	156877	64589682: 08-26-19 - 09-25-19 I 64589682: 08-26-19 - 09-25-19	201910017561 001-340-630	9/27/2019 7.66	7.66
01-21506	ENTERGY	156878	69877777: 08-26-19 - 09-25-19 I 69877777: 08-26-19 - 09-25-19	201910017562 001-340-630	9/27/2019 7.66	7.66
01-21506	ENTERGY	156879	69877793: 08-26-19 - 09-25-19 I 69877793: 08-26-19 - 09-25-19	201910017563 001-340-630	9/27/2019 8.15	8.15
01-21506	ENTERGY	156880	69877819: 08-26-19 - 09-25-19 I 69877819: 08-26-19 - 09-25-19	201910017564 001-340-630	9/27/2019 7.66	7.66
01-21506	ENTERGY	156881	74592593: 08-23-19 - 09-20-19 I 74592593: 08-23-19 - 09-20-19	201910017565 001-201-630	9/27/2019 74.88	74.88
01-21506	ENTERGY	156882	74592635: 08-23-19 - 09-20-19 I 74592635: 08-23-19 - 09-20-19	201910017566 400-650-630	9/27/2019 111.02	111.02
01-21506	ENTERGY	156883	75485649: 08-23-19 - 09-23-19 I 75485649: 08-23-19 - 09-23-19	201910017567 001-201-684	9/27/2019 11.31	11.31
01-21506	ENTERGY	156884	78293693: 08-23-19 - 09-21-19 I 78293693: 08-23-19 - 09-21-19	201910017568 001-201-684	9/27/2019 36.15	36.15
01-21506	ENTERGY	156885	86654423: 08-26-19 - 09-25-19 I 86654423: 08-26-19 - 09-25-19	201910017569 400-650-630	9/27/2019 18.28	18.28
01-21506	ENTERGY	156886	132314451: 08-27-19 - 09-26-19 I 132314451: 08-27-19 - 09-26-19	201910047572 400-650-630	9/30/2019 2,137.77	2,137.77
01-21506	ENTERGY	156887	51277291: 08-23-19 - 09-21-19 I 51277291: 08-23-19 - 09-21-19	201910047573 001-160-630	9/30/2019 1,096.92	1,096.92
01-21506	ENTERGY	156888	86296498: 08-27-19 - 09-26-19 I 86296498: 08-27-19 - 09-26-19	201910047574 400-650-630	9/30/2019 18.26	18.26
01-21506	ENTERGY	156889	105735830: 08-28-19 - 09-27-19 I 105735830: 08-28-19 - 09-27-19	201910047575 001-201-684	10/01/2019 32.54	32.54
01-21506	ENTERGY	156890	114576796: 08-27-19 - 09-24-19 I 114576796: 08-27-19 - 09-24-19	201910047576 001-201-684	10/01/2019 51.85	51.85
01-21506	ENTERGY	156891	114576804: 08-27-19 - 09-25-19 I 114576804: 08-27-19 - 09-25-19	201910047577 001-201-684	10/01/2019 42.25	42.25
01-21506	ENTERGY	156892	125337436: 08-23-19 - 09-25-19 I 125337436: 08-23-19 - 09-25-19	201910047578 001-201-684	10/01/2019 64.91	64.91
01-21506	ENTERGY	156893	128655347: 08-23-19 - 09-24-19 I 128655347: 08-23-19 - 09-24-19	201910047579 001-201-684	10/01/2019 178.97	178.97

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*	DATE	AMOUNT
				NUMBER		
01-21506	ENTERGY	156894	129083648: 08-28-19 - 09-26-19 I 129083648: 08-28-19 - 09-26-19	201910047580 001-160-630	10/01/2019 8.84	8.84
01-21506	ENTERGY	156895	65003816: 08-28-19 - 09-27-19 I 65003816: 08-28-19 - 09-27-19	201910047581 001-201-684	10/01/2019 47.49	47.49
01-21506	ENTERGY	156896	67111021: 08-27-19 - 09-27-19 I 67111021: 08-27-19 - 09-27-19	201910047582 001-201-684	10/01/2019 12.58	12.58
01-21506	ENTERGY	156897	73076234: 08-27-19 - 09-25-19 I 73076234: 08-27-19 - 09-25-19	201910047583 001-201-684	10/01/2019 54.82	54.82
01-21506	ENTERGY	156898	73076317: 08-24-19 - 09-25-19 I 73076317: 08-24-19 - 09-25-19	201910047584 001-201-684	10/01/2019 57.95	57.95
01-21506	ENTERGY	156899	77345429: 08-24-19 - 09-25-19 I 77345429: 08-24-19 - 09-25-19	201910047585 001-201-684	10/01/2019 70.55	70.55
01-21506	ENTERGY	156900	97289623: 08-28-19 - 09-26-19 I 97289623: 08-28-19 - 09-26-19	201910047586 001-160-630	10/01/2019 8.36	8.36
01-21506	ENTERGY	156901	112618996: 08-24-19 - 09-26-19 I 112618996: 08-24-19 - 09-26-19	201910097635 001-201-684	10/02/2019 78.26	78.26
01-21506	ENTERGY	156902	112619010: 08-24-19 - 09-26-19 I 112619010: 08-24-19 - 09-26-19	201910097636 001-201-684	10/02/2019 81.89	81.89
01-21506	ENTERGY	156903	114576788: 08-29-19 - 09-28-19 I 114576788: 08-29-19 - 09-28-19	201910097637 001-201-684	10/02/2019 51.85	51.85
01-21506	ENTERGY	156904	114576812: 08-28-19 - 09-25-19 I 114576812: 08-28-19 - 09-25-19	201910097638 001-201-684	10/02/2019 55.09	55.09
01-21506	ENTERGY	156905	123468233: 08-26-19 - 09-25-19 I 123468233: 08-26-19 - 09-25-19	201910097639 001-201-684	10/02/2019 23.79	23.79
01-21506	ENTERGY	156906	125333245: 08-24-19 - 09-26-19 I 125333245: 08-24-19 - 09-26-19	201910097640 001-201-684	10/02/2019 46.86	46.86
01-21506	ENTERGY	156907	125333369: 08-24-19 - 09-25-19 I 125333369: 08-24-19 - 09-25-19	201910097641 001-201-684	10/02/2019 23.92	23.92
01-21506	ENTERGY	156908	125333385: 08-24-19 - 09-25-19 I 125333385: 08-24-19 - 09-25-19	201910097642 001-201-684	10/02/2019 23.92	23.92
01-21506	ENTERGY	156909	125337220: 08-29-19 - 09-28-19 I 125337220: 08-29-19 - 09-28-19	201910097643 001-201-684	10/02/2019 78.40	78.40
01-21506	ENTERGY	156910	125337451: 08-29-19 - 09-28-19 I 125337451: 08-29-19 - 09-28-19	201910097644 001-201-684	10/02/2019 34.40	34.40

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*			
				NUMBER	DATE	AMOUNT	
01-21506	ENTERGY	156911	64563828: 08-29-19 - 09-28-19 I 64563828: 08-29-19 - 09-28-19	201910097645 001-201-684	10/02/2019 51.96	51.96	
01-21506	ENTERGY	156912	86018090: 08-27-19 - 09-26-19 I 86018090: 08-27-19 - 09-26-19	201910097646 400-650-630	10/02/2019 5,762.14	5,762.14	
01-21506	ENTERGY	156913	97880801: 08-28-19 - 09-27-19 I 97880801: 08-28-19 - 09-27-19	201910097647 001-201-684	10/02/2019 58.97	58.97	
01-21506	ENTERGY	156914	100962695: 08-23-19 - 09-25-19 I 100962695: 08-23-19 - 09-25-19	201910097648 400-650-630	10/03/2019 8.89	8.89	
01-21506	ENTERGY	156915	112618939: 08-28-19 - 09-26-19 I 112618939: 08-28-19 - 09-26-19	201910097649 001-201-684	10/03/2019 45.98	45.98	
01-21506	ENTERGY	156916	112618988: 08-30-19 - 10-01-19 I 112618988: 08-30-19 - 10-01-19	201910097650 001-201-684	10/03/2019 79.40	79.40	
01-21506	ENTERGY	156917	157107822: 08-30-19 - 09-30-19 I 157107822: 08-30-19 - 09-30-19	201910097651 001-201-684	10/03/2019 141.46	141.46	
01-21506	ENTERGY	156918	18014480: 08-28-19 - 09-26-19 I 18014480: 08-28-19 - 09-26-19	201910097652 001-340-630	10/03/2019 36.81	36.81	
01-21506	ENTERGY	156919	19579978: 08-30-19 - 09-30-19 I 19579978: 08-30-19 - 09-30-19	201910097653 001-340-630	10/03/2019 7.73	7.73	
01-21506	ENTERGY	156920	67890202: 08-28-19 - 09-26-19 I 67890202: 08-28-19 - 09-26-19	201910097654 001-201-684	10/03/2019 83.00	83.00	
01-21506	ENTERGY	156921	77233922: 08-30-19 - 09-30-19 I 77233922: 08-30-19 - 09-30-19	201910097655 001-201-630	10/03/2019 7.73	7.73	
01-21506	ENTERGY	156922	95283941: 08-28-19 - 09-30-19 I 95283941: 08-28-19 - 09-30-19	201910097656 001-201-684	10/03/2019 80.27	80.27	
01-21506	ENTERGY	156923	68325224: 08-28-19 - 09-27-19 I 68325224: 08-28-19 - 09-27-19	201910097657 001-201-684	10/04/2019 7.73	7.73	
01-21506	ENTERGY	156924	111753950: 09-05-19 - 10-03-19 I 111753950: 09-05-19 - 10-03-19	201910097658 001-201-684	10/09/2019 277.62	277.62	
01-02231	EWING IRRIGATION PRODUCTS	156925	IRRIGATION PARTS IRRIGATION HEADS RISER EXTENSIONS	I 8433434 001-340-575 001-340-575	10/02/2019 488.60 50.31	538.91	
01-04878	EXTRA SPACE STORAGE INC	156926	UNIT 052 RENT UNIT 052 RENT	I 201910037570 001-040-540	10/01/2019 4,380.00	4,380.00	
01-22335	FARRELL CALHOUN INC	156927	BLACK GLOSS PAINT BLACK GLOSS PAINT	I 000349185 001-201-540	10/01/2019 57.42	57.42	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-04134	FBI NATIONAL ACADEMY ASSO	156928	FBINAA MEETING FBINAA MEETING	I 1117SEC3-12 001-100-681	10/03/2019 150.00	150.00
01-22500	FEDERAL EXPRESS	156929	1393-1125-6 1393-1125-6	I 6-756-82384 001-100-540	10/03/2019 22.21	22.21
01-23490	FOLIAGE DESIGN SYSTEMS	156930	PLANT MAINT. 10/2019 PLANT MAINT. 10/2019	I 948945 001-100-604	10/01/2019 167.50	167.50
01-04958	FOSTER RELATIONS INC	156931	APRIL 2019 MEDIA AD APRIL 2019 MEDIA AD	I 1176 001-340-615	5/01/2019 700.00	700.00
01-24500	FUELMAN OF MS-#127779	156932	127779; 09-23-19 - 09-29-19 127779; 09-23-19 - 09-29-19 127779; 09-23-19 - 09-29-19	I NP56978516 001-020-525 001-092-525	9/30/2019 22.90 33.48	56.38
01-24500	FUELMAN OF MS-#127779	156933	127779; 09-30-19 - 10-06-19 127779; 09-30-19 - 10-06-19 127779; 09-30-19 - 10-06-19 127779; 09-30-19 - 10-06-19	I NP57050127 001-093-525 001-092-525 001-020-525	10/07/2019 26.31 33.48 47.36	107.15
01-01867	FUELMAN OF MS-#127780	156934	127780; 09-23-19 - 09-29-19 127780; 09-23-19 - 09-29-19 127780; 09-23-19 - 09-29-19	I NP56978517 001-201-525 400-650-525	9/30/2019 896.28 592.21	1,488.49
01-01867	FUELMAN OF MS-#127780	156935	127780: 09-30-19 - 10-06-19 127780: 09-30-19 - 10-06-19 127780: 09-30-19 - 10-06-19 127780: 09-30-19 - 10-06-19	I NP57050128 001-201-525 400-650-525 404-650-525	10/07/2019 787.01 535.54 89.34	1,411.89
01-01868	FUELMAN OF MS-#127781	156936	127781; 09-23-19 - 09-29-19 127781; 09-23-19 - 09-29-19	I NP56978518 001-160-525	9/30/2019 644.63	644.63
01-01868	FUELMAN OF MS-#127781	156937	127781; 09-30-19 - 10-06-19 127781; 09-30-19 - 10-06-19	I NP57050129 001-160-525	10/07/2019 423.50	423.50
01-01869	FUELMAN OF MS-#127782	156938	127782; 09-23-19 - 09-29-19 127782; 09-23-19 - 09-29-19	I NP56978519 001-180-525	9/30/2019 166.04	166.04
01-01869	FUELMAN OF MS-#127782	156939	127782; 09-30-19 - 10-06-19 127782; 09-30-19 - 10-06-19	I NP57050130 001-180-525	10/07/2019 102.12	102.12
01-01870	FUELMAN OF MS-#127783	156940	127783; 09-23-19 - 09-29-19 127783; 09-23-19 - 09-29-19	I NP56978520 001-100-525	9/30/2019 3,710.79	3,710.79
01-01870	FUELMAN OF MS-#127783	156941	127783; 09-30-19 - 10-06-19 127783; 09-30-19 - 10-06-19	I NP57050131 001-100-525	10/07/2019 3,176.09	3,176.09
01-01871	FUELMAN OF MS-#127785	156942	127785; 09-23-19 - 09-29-19 127785; 09-23-19 - 09-29-19	I NP56978521 001-340-525	9/30/2019 81.21	81.21

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-01871	FUELMAN OF MS-#127785	156943	127785; 09-30-19 - 10-06-19 127785; 09-30-19 - 10-06-19	I NP57050132 001-340-525	10/07/2019 91.23	91.23
01-05706	RODERIC GARRETT	156944	2GAMES@25.00: OCT 8, 2019 2GAMES@25.00: OCT 8, 2019	I 201910097665 001-340-690	10/08/2019 50.00	50.00
01-00218	GIESSNER, BERNIE	156945	SEPTEMBER 19, 2019 MEETING SEPTEMBER 19, 2019 MEETING	I 091919 001-180-611	9/19/2019 50.00	50.00
01-00218	GIESSNER, BERNIE	156946	OCTOBER 3, 2019 MEETING OCTOBER 3, 2019 MEETING	I 100319 001-180-611	10/03/2019 50.00	50.00
01-05700	RYAN GILBERT	156947	2 GAMES @ \$25.00; OCT. 1, 2019 2 GAMES @ \$25.00; OCT. 1, 2019	I 201910087599 001-340-690	10/01/2019 50.00	50.00
01-05700	RYAN GILBERT	156948	2GAMES@25.00: OCT 8, 2019 2GAMES@25.00: OCT 8, 2019	I 201910097663 001-340-690	10/08/2019 50.00	50.00
01-04553	GIVENS, JERRY	156949	2 GAMES @ \$30.00; OCT. 1, 2019 2 GAMES @ \$30; OCT. 1, 2019	I 201910087598 001-340-690	10/01/2019 60.00	60.00
01-04553	GIVENS, JERRY	156950	2GAMES@25.00: OCT 8, 2019 2GAMES@25.00: OCT 8, 2019	I 201910097664 001-340-690	10/08/2019 50.00	50.00
01-01201	HAMMETT, POLLY	156951	OCTOBER 7, 2019 MEETING OCTOBER 7, 2019 MEETING	I 100719 001-550-599	10/07/2019 50.00	50.00
01-27765	HARCROS CHEMICALS INC	156952	150LB CHLORINE CYLINDER 150LB CHLORINE CYLINDER	I 770112127 400-650-575	9/26/2019 795.00	795.00
01-00889	HARRELL'S LLC	156953	FERTILIZER FERTILIZER	I INV01298386 001-340-575	9/27/2019 9,521.50	9,521.50
01-04898	HARRIS TIRE COMPANY	156954	TIRES 11R/22.5 TIRE FCT 11R/22.5 DRIVE FCT 225/70/19.5 TIRE FCT DISPOSAL	I MS-22352 400-650-632 400-650-632 400-650-632 400-650-632 400-650-632 400-650-632 400-650-632	10/01/2019 255.52 25.28 298.25 29.39 284.80 8.88 2.00	904.12
01-02256	HART, ALAN	156955	ACT TRAV: 10-16-19 - 10-18-19 ACT TRAV: 10-16-19 - 10-18-19	I 201910097667 001-180-610	10/09/2019 556.58	556.58
01-05707	JAKE HARTHCOCK	156956	2GAMES@25.00: OCT 8, 2019 2GAMES@25.00: OCT 8, 2019	I 201910097666 001-340-690	10/08/2019 50.00	50.00
01-29350	HEMPHILL CONSTRUCTION INC	156957	LAKE HARBOUR PROJECT LAKE HARBOUR PROJECT	I 3I 378-601-750	10/07/2019 442,365.69	442,365.69

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-02680	HIGHLAND BUILDING SERVICE	156958	CLEANING CLEANING	I 2876 001-340-604	10/01/2019 640.00	640.00
01-04622	HOLLY, SALLY M.	156959	ENTERTAINMENT ENTERTAINMENT	I 102319 001-340-650	10/04/2019 500.00	500.00
01-05466	HOLMES COMMUNITY COLLEGE	156960	FD - REFRESHERS REFRESHERS	I 201910077590 001-160-681	10/02/2019 2,500.00	2,500.00
01-05689	MICHAEL HOWARTH	156961	2 GAMES @ \$25.00; OCT. 1, 2019 2 GAMES @ \$25.00; OCT. 1, 2019	I 201910087600 001-340-690	10/01/2019 50.00	50.00
01-05055	HUNTER, BARBARA	156962	OCTOBER 7, 2019 MEETING OCTOBER 7, 2019 MEETING	I 100719 001-550-599	10/07/2019 50.00	50.00
01-31850	I I M C	156963	ANNUAL MEMBERSHIP ANNUAL MEMBERSHIP	I 201910077591 001-180-686	10/04/2019 110.00	110.00
01-31850	I I M C	156964	MEMBERSHIP: INA BYRD MEMBERSHIP: INA BYRD	I 201910097669 001-040-686	9/23/2019 110.00	110.00
01-31850	I I M C	156965	MEMBERSHIP APPLICATION: KIM MEMBERSHIP APPLICATION: KIM	I 201910097670 001-040-686	10/09/2019 110.00	110.00
01-00905	INTERSTATE ALL BATTERY CE	156966	GATE BATTERY GATE BATTERY	I 01029786 400-650-635	10/01/2019 99.80	99.80
01-00905	INTERSTATE ALL BATTERY CE	156967	BATTERY P292 BATTERY P292	I 02036074 001-100-632	10/01/2019 141.95	141.95
01-00905	INTERSTATE ALL BATTERY CE	156968	CONTROL BATTERY 3V BATTERY 12V BATTERY 9 V BATTERY SIZE C BATTERY	I 02036103 400-650-540 400-650-540 400-650-540 400-650-540	10/02/2019 8.97 17.94 39.98 11.99	78.88
01-32675	INTERSTATE BATTERY SYSTEM	156969	BATTERY BATTERY	I 697075 001-201-635	9/25/2019 96.95	96.95
01-32675	INTERSTATE BATTERY SYSTEM	156970	BATTERY BATTERY	I 697180 001-340-635	10/01/2019 93.95	93.95
01-32675	INTERSTATE BATTERY SYSTEM	156971	C78-XHD BATTERY MTP 65XHD BATTERY	I 697237 400-650-632	10/02/2019 255.90	255.90
01-33380	JACKSON COMMUNICATIONS IN	156972	SERVICE WARRANTY SERVICE WARRANTY	I 11162 001-100-635	9/24/2019 300.00	300.00
01-33800	JACKSON PAPER COMPANY	156973	CH- JANITORIAL SUPPLIES ROLL TOWELS TOILET RIM HANGERS	I 1147809 001-092-510 001-092-510	9/30/2019 96.00 11.60	107.60

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-05686	GABE JACKSON	156974	REIMBURSE FOR EMT CLASS REIMBURSE FOR EMT CLASS	I 201910097672 001-160-604	10/07/2019 50.00	50.00
01-05701	KENDALL JACKSON	156975	2 GAMES @ \$25.00; OCT. 1, 2019 2 GAMES @ \$25.00; OCT. 1, 2019	I 201910087601 001-340-690	10/01/2019 50.00	50.00
01-05708	TOMMY JOHNSON	156976	2GAMES@25.00: OCT 8, 2019 2GAMES@25.00: OCT 8, 2019	I 201910097671 001-340-690	10/08/2019 50.00	50.00
01-04317	K & K SYSTEMS, INC	156977	CROSSWALK RAPID FLASH CROSSWALK RAPID FLASH	I 14260 001-201-578	9/06/2019 8,087.66	8,087.66
01-04317	K & K SYSTEMS, INC	156978	CROSSWALK RAPID FLASH CROSSWALK RAPID FLASH	I 14497 001-201-578	9/30/2019 7,837.66	7,837.66
01-38275	LEWIS ELECTRIC INC	156979	WENDOVER DRIVE LOOP INSTALL LOOP	I M2019.96 001-201-603	9/30/2019 2,550.00	2,550.00
01-05482	LOHMAN, JORDAN	156980	ADV TRAV: 10-16-19 - 10-18-19 ADV TRAV: 10-16-19 - 10-18-19	I 201910097673 001-180-610	10/09/2019 158.70	158.70
01-02031	LOWE'S BUSINESS ACCOUNT	156981	WELLNESS CNTR ITEMS 52QT TRASHCAN SHOWER ROD CLOTHES HOOK 20 GAL TRASHCAN CLEAR PEVA LINER SHOWER CURTAIN SHOWER RODS HOOKS	I 02892 001-100-540 001-100-540 001-100-540 001-100-540 001-100-540 001-100-540 001-100-540	10/01/2019 18.58 10.21 26.94 13.00 9.28 14.86 13.00	105.87
01-02031	LOWE'S BUSINESS ACCOUNT	156982	METRIC IMPACT SOCKETS METRIC IMPACT SOCKETS	I 14091 001-100-540	9/25/2019 68.80	68.80
01-02031	LOWE'S BUSINESS ACCOUNT	156983	CH- TOILET VALVE TOILET VALVE	I 14966 001-092-637	10/01/2019 7.42	7.42
01-02031	LOWE'S BUSINESS ACCOUNT	156984	SHEET METAL SCREWS SHEET METAL SCREWS SHEET METAL SCREWS	I 23811 001-100-540 001-100-540	10/04/2019 5.56 5.56	11.12
01-39175	LUSTRE-CAL	156985	ASSET LABELS -ADM 1000 COR PURPLE TAGS SHIPPING	I 102530 001-040-540 001-040-540	10/04/2019 390.00 9.00	399.00
01-02372	MAC'S FRESH MARKET	156986	PW CWC LUNCH CWC LUNCH	I 201910017538 001-201-540	9/30/2019 413.10	413.10
01-02372	MAC'S FRESH MARKET	156987	PD CWC MEALS SEPT. 2019 PD CWC MEALS SEPT. 2019	I 201910087614 001-100-540	9/30/2019 96.39	96.39
01-40485	MADISON ACE HARDWARE	156988	SUPPLIES	I 14605	10/03/2019	11.32

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-40485	MADISON ACE HARDWARE	156988	SUPPLIES	I 14605	10/03/2019	11.32
			FASTNERS	001-340-635	0.74	
			BARB HOSE	001-340-635	3.99	
			TOGGLE SWITCHES	001-340-635	6.59	
01-41000	MADISON COUNTY JOURNAL	156989	1/4 PAGE AD	I 201909277537	9/27/2019	775.00
			INVOICE FOR 1/4 PAGE AD	001-093-615	775.00	
01-41000	MADISON COUNTY JOURNAL	156990	RIDGELAND BUDGET	I 300067982	9/26/2019	820.25
			RIDGELAND BUDGET	001-040-615	820.25	
01-41000	MADISON COUNTY JOURNAL	156991	ORDINANCE- B PAXTON	I 300067999	9/26/2019	114.00
			ORDINANCE- B PAXTON	001-180-615	114.00	
01-41100	MADISON COUNTY SHERIFF'S	156992	AUGUST 2019 HOUSING	I R-0819	9/18/2019	7,098.00
			AUGUST 2019 HOUSING	001-100-687	7,098.00	
01-41100	MADISON COUNTY SHERIFF'S	156993	MEDICAL SERVICES	I R-M0819	9/09/2019	65.45
			MEDICAL SERVICES	001-100-687	65.45	
01-03554	MADISON SOUTH RUBBISH LAN	156994	LANDFIELD CHARGE	I 13313	9/24/2019	1,620.00
			12 CUBIC YARDS	001-201-683	396.00	
			6 CUBIC YARDS	001-201-683	957.00	
			HOST FEE	001-201-683	67.50	
			ENVIRONMENTAL FEE	001-201-683	67.50	
			LIMB DEBRIS	001-340-575	132.00	
01-03880	MALONE, DOUGLAS	156995	SEPTEMBER 19, 2019 MEETING	I 091919	9/19/2019	50.00
			SEPTEMBER 19, 2019 MEETING	001-180-611	50.00	
01-03880	MALONE, DOUGLAS	156996	OCTOBER 3, 2019 MEETING	I 100319	10/03/2019	50.00
			OCTOBER 3, 2019 MEETING	001-180-611	50.00	
01-42425	MARTIN, DONALD	156997	CLOTHING ALLOWANCE	I 201910097675	10/08/2019	750.00
			CLOTHING ALLOWANCE	001-100-535	750.00	
01-42855	MCALISTERS GOURMET DELI	156998	SGT PANEL LUNCH CATER	I 311888	10/03/2019	68.00
			SANDWICH TRAY	001-100-681	59.50	
			SWEET TEA	001-100-681	6.75	
			GALLON ADDONS	001-100-681	1.75	
01-42865	MCCOLLUM, JOHN M.	156999	ADV TRAV: 10-23-19 - 10-25-19	I 201910117711	10/11/2019	226.70
			ADV TRAV: 10-23-19 - 10-25-19	001-201-610	226.70	
01-42865	MCCOLLUM, JOHN M.	157000	ADV TRAV: 10-29-19 - 10-30-19	I 201910117712	10/11/2019	219.50
			ADV TRAV: 10-29-19 - 10-30-19	001-201-610	219.50	
01-05693	ALBERT MCCUNE	157001	2 GAMES @ \$25.00; OCT. 1, 2019	I 201910087602	10/01/2019	50.00
			2 GAMES @ \$25.00; OCT. 1, 2019	001-340-690	50.00	
01-00383	MCGAHEY, MIKE	157002	CLOTHING ALLOWANCE	I 201910097676	10/08/2019	750.00
			CLOTHING ALLOWANCE	001-100-535	750.00	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-42882	MCGRAW GOTTA-GO	157003	PORTA POTTY RENTAL PORTA POTTY RENTAL	I 31169C 001-100-540	9/30/2019 85.00	85.00
01-05704	MCMASTER & ASSOCIATES INC	157004	WOLCOTT EXPANSION WOLCOTT EXPANSION	I 201910097679 382-601-760	9/26/2019 11,425.00	11,425.00
01-05688	MIDSTATE CONSTRUCTION OF	157005	RIDGELAND CITY HALL PROJECT RIDGELAND CITY HALL PROJECT	I 2 390-601-750	10/02/2019 477,295.27	477,295.27
01-02605	MILLER, LARRY A	157006	SEPTEMBER 19, 2019 MEETING SEPTEMBER 19, 2019 MEETING	I 091919 001-180-611	9/19/2019 50.00	50.00
01-02605	MILLER, LARRY A	157007	OCTOBER 3, 2019 MEETING OCTOBER 3, 2019 MEETING	I 100319 001-180-611	10/03/2019 50.00	50.00
01-00837	MISS CHEMICAL SUPPLY INC	157008	NON CONDUCTIVE HYDRO OIL NO CONDUCTIVE OIL	I 35281 400-650-525	9/24/2019 3,024.45	3,024.45
01-00837	MISS CHEMICAL SUPPLY INC	157009	ASPHALT CLEANER ASPHALT CLEANER	I 35284 001-201-540	10/02/2019 3,078.90	3,078.90
01-04591	MISS DEPARTMENT OF PUBLIC	157010	SEPTEMBER 2019 SEPTEMBER 2019	I 201910097678 001-000-118	10/03/2019 1,263.84	1,263.84
01-03495	MISS DEPARTMENT OF REVENUE	157011	TAG RENEWAL TAG RENEWAL	I 201910097674 001-100-632	10/08/2019 38.25	38.25
01-47700	MISS STATE FIRE ACADEMY	157012	FD - CPAT CPAT	I 27791 001-160-681	9/25/2019 40.00	40.00
01-47950	MISS VALLEY ELECTRIC SUPP	157013	ELECTRIC PARTS 1 1/2 PVC FTG 1 1/2 COUPLING PVC ADAPTER TRAY CABLE 1 1/2 PVC SCH 40	I 51328276.001 001-201-635 001-201-635 001-201-635 001-201-635 001-201-635	9/11/2019 5.45 2.58 0.56 151.84 75.40	235.83
01-04419	MISSISSIPPI AG COMPANY	157014	MOWER PARTS SPINDLE DECK WHEELS BOLTS NUTS SPACER	I P25211 001-201-635 001-201-635 001-201-635 001-201-635 001-201-635	7/23/2019 182.74 56.24 12.72 3.84 52.40	307.94
01-49863	MYERS, BRIAN	157015	CLOTHING ALLOWANCE CLOTHING ALLOWANCE	I 201910097677 001-100-535	10/08/2019 750.00	750.00
01-05709	CHARLES NASH	157016	2GAMES@25.00: OCT 8, 2019 2GAMES@25.00: OCT 8, 2019	I 201910097680 001-340-690	10/08/2019 50.00	50.00
01-51950	NEAL, JOHN	157017	ADV TRAV: 10-25-19 - 10-30-19	I 201910117714	10/11/2019	1,965.45

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-51950	NEAL, JOHN	157017	ADV TRAV: 10-25-19 - 10-30-19 ADV TRAV: 10-25-19 - 10-30-19	I 201910117714 001-100-610	10/11/2019 1,965.45	1,965.45 CONT
01-04679	NEXAIR, LLC	157018	CUTTING TORCH BOTTLE RENT HIGH PSI BOTTLE LOW PSI BOTTLE CYLINDER MAINT.	I 07250824 400-650-540 400-650-540 400-650-540	9/30/2019 23.46 23.46 11.00	57.92
01-05692	ETHAN THOMAS O'ROURKE	157019	2 GAMES @ \$25.00; OCT. 1, 2019 2 GAMES @ \$25.00; OCT. 1, 2019	I 201910087603 001-340-690	10/01/2019 50.00	50.00
01-53600	OFFICE DEPOT INC	157020	INK REFILL INK REFILL	I 2343084954 400-650-635	9/18/2019 76.82	76.82
01-53715	OFFICE PRODUCTS PLUS INC	157021	FD - SUPPLIES PENS PEN POST IT NOTES CORRECTION TAPE FILE FOLDERS SHREDDER	I 878516-0 001-160-500 001-160-500 001-160-500 001-160-500 001-160-500 001-160-500	9/25/2019 16.98 7.89 32.62 26.43 15.29 295.79	395.00
01-53715	OFFICE PRODUCTS PLUS INC	157022	LABELS LABELS	I 879866-0 001-180-540	10/08/2019 76.98	76.98
01-03814	OSBORNE, STEVE	157023	2 GAMES @ \$25.00; OCT. 1, 2019 2 GAMES @ \$25.00; OCT. 1, 2019	I 201910087604 001-340-690	10/01/2019 50.00	50.00
01-03814	OSBORNE, STEVE	157024	2GAMES@25.00: OCT 8, 2019 2GAMES@25.00: OCT 8, 2019	I 201910097681 001-340-690	10/08/2019 50.00	50.00
01-04017	OZBORN COMMUNICATIONS, LL	157025	TAG BLUE LIGHTS ALL BLUE FUSION TAG BLUE LIGHTS	I 20720 001-100-540 001-100-540	9/30/2019 214.92 550.00	764.92
01-04017	OZBORN COMMUNICATIONS, LL	157026	2019 CHARGER UPFIT LABOR-UPFIT RELAY RELAY SPST 75A UHF MALE CONNECTOR 17' NMO CABLE KIT ANTENNA WASHER GROMMET FUSE BUSSES PUSH BUMPERS	I 20721 001-100-632 001-100-632 001-100-632 001-100-632 001-100-632 001-100-632 001-100-632 001-100-632 001-100-632	9/30/2019 2,900.00 17.65 106.00 19.00 84.00 21.00 45.00 100.00 1,220.00	4,512.65
01-05494	PANDORA VENTURES LLC	157027	PRIVILEGE LICENSE OVRPYMNT PRIVILEGE LICENSE OVRPYMNT	I 201910087597 001-000-220	9/25/2019 36.00	36.00
01-04346	PARKER, PHYLLIS	157028	OCTOBER 7, 2019 MEETING OCTOBER 7, 2019 MEETING	I 100719 001-550-599	10/07/2019 50.00	50.00

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-01276	PARR, CRAIG	157029	2 GAMES @ \$25.00; OCT. 1, 2019 2 GAMES @ \$25.00; OCT. 1, 2019	I 201910087605 001-340-690	10/01/2019 50.00	50.00
01-55060	PEARL RIVER VALLEY WATER	157030	90400: 08-21-19 - 09-19-19 90400: 08-21-19 - 09-19-19	I 201910097684 001-340-630	9/26/2019 92.09	92.09
01-55100	PENN, MARK	157031	CLOTHING ALLOWANCE CLOTHING ALLOWANCE	I 201910097682 001-100-535	10/08/2019 750.00	750.00
01-02175	PHILLIPS BARK PROCESSING	157032	PINESTRAW PLAYGROUND SURFACE FREIGHT	I 134805 001-340-575 001-340-575	10/07/2019 630.00 300.00	930.00
01-01932	PINNACLE TOWERS LLC	157033	OCT 2019 TOWER RENTAL OCT 2019 TOWER RENTAL	I 29184359 005-101-604	10/01/2019 1,904.85	1,904.85
01-04399	PITNEY BOWES GLOBAL FINAN	157034	08-01-19 - 10-31-19 BILLING 08-01-19 - 10-31-19 BILLING	I 3309849990 001-040-635	10/03/2019 418.77	418.77
01-56600	PLAY IT AGAIN SPORTS	157035	DISCS GOLF DISCS DISC PUTTER DISC DRIVER	I 201910087595 012-280-730 012-280-730	10/07/2019 21.57 44.95	66.52
01-03279	PNC EQUIPMENT FINANCE	157036	COMMERCIAL LEASE PAYMENT COMMERCIAL LEASE PAYMENT	I 594842 001-340-604	10/07/2019 4,333.53	4,333.53
01-57350	PRASSEL LUMBER COMPANY IN	157037	PORTLAND CEMENT PORTLAND QUICKRETE	I 915195 001-201-540 001-201-540	10/02/2019 1,030.40 167.58	1,197.98
01-58427	PURPLE CREEK SELF STORAGE	157038	STORAGE UNIT STORAGE UNIT	I 201910087615 001-180-686	10/01/2019 1,512.00	1,512.00
01-58550	QUALITY CHEMICAL & SUPPLY	157039	TOILET PAPER TOILET PAPER	I 186600 001-100-540	9/27/2019 132.00	132.00
01-02153	RADIATOR WAREHOUSE	157040	RADIATOR RADIATOR	I 78606 001-180-632	10/02/2019 119.75	119.75
01-05690	ANTHONY RAINEY	157041	2 GAMES @ \$25.00; OCT. 1, 2019 2 GAMES @ \$25.00; OCT. 1, 2019	I 201910087607 001-340-690	10/01/2019 50.00	50.00
01-03246	READY, ADRIAN	157042	CLOTHING ALLOWANCE CLOTHING ALLOWANCE	I 201910097685 001-100-535	10/08/2019 750.00	750.00
01-05255	REX TEAM SPORTS	157043	STAFF UNIFORMS CROSSUP HOODIE CROSSUP PANT FC SLIDER ADIZERO GLOVES TEAM 19 SHORT	I RB72300RIDG 001-340-540 001-340-540 001-340-540 001-340-540 001-340-540	9/25/2019 126.00 36.00 252.00 432.00 192.00	1,821.00

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-05255	REX TEAM SPORTS	157043	STAFF UNIFORMS	I RB72300RIDG	9/25/2019	1,821.00
			TEAM 19 SS 1/4 ZIP	001-340-540	135.00	
			GM TRAINING HOODY	001-340-540	252.00	
			CORE SLEEVE	001-340-540	216.00	
			DUFFFEL	001-340-540	120.00	
			FREIGHT	001-340-540	60.00	
01-05276	RICE, JUDY	157044	SEPTEMBER 19, 2019 MEETING	I 091919	9/19/2019	50.00
			SEPTEMBER 19, 2019 MEETING	001-180-611	50.00	
01-05276	RICE, JUDY	157045	OCTOBER 3, 2019 MEETING	I 100319	10/03/2019	50.00
			OCTOBER 3, 2019 MEETING	001-180-611	50.00	
01-03894	RICHARDSON ATHLETICS LLC	157046	BATTING CAGE TURF	I 31563	9/27/2019	25,345.20
			TMVP TURF	001-340-540	16,695.00	
			CUSTOM SIZE CUT	001-340-540	350.00	
			GLUE BUCKET	001-340-540	2,799.60	
			INSTALLATION	001-340-540	4,588.75	
			FREIGHT	001-340-540	911.85	
01-03894	RICHARDSON ATHLETICS LLC	157047	BATTING CAGE/INSTALL	I 31564	9/27/2019	57,981.84
			FREIGHT	001-340-604	357.82	
			BATTING CAGE SYSTEM	001-340-720	3,399.90	
			BATTING CAGE NET	001-340-720	9,750.00	
			SALES DISCOUNT	001-340-720	1,100.00CR	
			INSTALATION/POSTS	001-340-720	37,574.12	
			TOP/BOTTOM CABLES	001-340-720	8,000.00	
01-04325	RICHARDSON, JAN M.	157048	OCTOBER 7, 2019 MEETING	I 100719	10/07/2019	50.00
			OCTOBER 7, 2019 MEETING	001-550-599	50.00	
01-01424	ROBERSON, WILLIAM E	157049	2 GAMES @ \$25.00; OCT. 1, 2019	I 201910087606	10/01/2019	50.00
			2 GAMES @ \$25.00; OCT. 1, 2019	001-340-690	50.00	
01-01424	ROBERSON, WILLIAM E	157050	2GAMES@25.00: OCT 8, 2019	I 201910097686	10/08/2019	50.00
			2GAMES@25.00: OCT 8, 2019	001-340-690	50.00	
01-62275	S W A N A	157051	MEMBERSHIP RENEWAL	I 201910077594	10/02/2019	194.00
			MEMBERSHIP RENEWAL	400-650-686	194.00	
01-04563	SCHEMMEL, LAWRENCE	157052	2 GAMES @ \$25.00; OCT. 1, 2019	I 201910087608	10/01/2019	50.00
			2 GAMES @ \$25.00; OCT. 1, 2019	001-340-690	50.00	
01-04563	SCHEMMEL, LAWRENCE	157053	2GAMES@25.00: OCT 8, 2019	I 201910097690	10/08/2019	50.00
			2GAMES@25.00: OCT 8, 2019	001-340-690	50.00	
01-05712	HARLEY SEXTON	157054	REIMBURSE FOR EMT CLASS	I 201910117715	9/25/2019	50.00
			REIMBURSE FOR EMT CLASS	001-160-604	50.00	
01-05705	SHIVERS CONSTRUCTION	157055	RIDGELAND CITY HALL PROJECT	I 001	10/02/2019	25,270.00
			RIDGELAND CITY HALL PROJECT	390-601-750	25,270.00	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-04484	SHOWS, GREGORY	157056	2GAMES@25.00: OCT 8, 2018 2GAMES@25.00: OCT 8, 2018	I 201910097689 001-340-690	10/08/2019 50.00	50.00
01-05488	SIMMONS LANDSCAPE LLC	157057	LANDSCAPE MAINT-PARKS LANDSCAPE MAINT-PARKS	I 16-12183 001-340-604	10/01/2019 8,592.52	8,592.52
01-05488	SIMMONS LANDSCAPE LLC	157058	LANDSCAPE MAINT - POLICE LANDSCAPE MAINTENANCE	I 16-12188 001-100-637	10/01/2019 477.68	477.68
01-64965	SKEEN PLUMBING & GAS INC	157059	REPAIR TOILET- WATER DEP REPAIR TOILET SERVICE FEE	I A61821 400-650-637 400-650-637	9/23/2019 483.00 45.00	528.00
01-05099	SOUTHERN BILLING SERVICES	157060	10-01-19 - 10-31-19 SERVICES 10-01-19 - 10-31-19 SERVICES 10-01-19 - 10-31-19 SERVICES 10-01-19 - 10-31-19 SERVICES 10-01-19 - 10-31-19 SERVICES 10-01-19 - 10-31-19 SERVICES 10-01-19 - 10-31-19 SERVICES	I 7097 001-020-605 001-040-605 001-180-605 001-201-605 001-340-605 400-650-605	10/01/2019 113.02 207.20 150.69 56.51 131.85 131.85	791.12
01-05099	SOUTHERN BILLING SERVICES	157061	10-01-19 - 10-31-19 SERVICES 10-01-19 - 10-31-19 SERVICES	I 7098 001-160-605	10/01/2019 554.21	554.21
01-05099	SOUTHERN BILLING SERVICES	157062	10-01-19 - 10-31-19 10-01-19 - 10-31-19 10-01-19 - 10-31-19	I 7099 001-100-605 001-160-605	10/01/2019 808.93 91.92	900.85
01-03210	SOUTHERN CONNECTION POLIC	157063	OUTER VEST ORDER MOLLE DBL MAG CASE NYLON MOLLE HANDCUFF CASE NYLON BLACKHAWK SERPA PLATFORM	I 13523 001-100-535 001-100-535 001-100-535	9/30/2019 1,280.00 1,160.00 679.60	3,119.60
01-03210	SOUTHERN CONNECTION POLIC	157064	OUTER VEST ORDER OUTER SHELL MED/LG OUTER SHELL XL/TALL OUTER SHELL XL/REG OUTER SHELL LG/REG OUTER SHELL MED/REG MOLLE FOR ARMORSKIN BASE SHIRT 3XL/REG BASE SHIRT XL/REG BASE SHIRT LG/REG BASE SHIRT MED/REG OUTER SHELL XS/SHORT OUTER SHELL XS-SM/SH OUTER SHELL SM/TALL BASE SHIRT SM/TALL BASE SHIRT XL/TALL BASE SHIRT SM BASE SHIRT XS	I 13524 001-100-535 001-100-535 001-100-535 001-100-535 001-100-535 001-100-535 001-100-535 001-100-535 001-100-535 001-100-535 001-100-535 001-100-535 001-100-535 001-100-535 001-100-535 001-100-535 001-100-535	9/30/2019 79.95 79.95 79.95 159.90 479.70 546.00 99.90 704.00 528.00 1,144.00 159.90 159.90 79.95 88.00 88.00 88.00 88.00	7,029.95

VENDOR		DOCKET	*-----INVOICE-----*			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-03210	SOUTHERN CONNECTION POLIC	157064	OUTER VEST ORDER	I 13524	9/30/2019	7,029.95
			BASE SHIRT LG	001-100-535	88.00	
			OUTER SHELL SM/REG	001-100-535	159.90	
			OUTER SHELL MED/LG	001-100-535	479.70	
			BASE SHIRT SM/REG	001-100-535	440.00	
			OUTER SHELL SM/MED	001-100-535	559.65	
			OUTER SHELL LG-XL/RE	001-100-535	319.80	
			OUTER SHELL XS-SM/RE	001-100-535	159.90	
			OUTER SHELL MED/TALL	001-100-535	79.95	
			OUTER SHELL 3XL/TALL	001-100-535	89.95	
01-03210	SOUTHERN CONNECTION POLIC	157065	KHAKI FOR T. THOMPSON	I 13545	10/03/2019	99.98
			KHAKI FOR T. THOMPSON	001-100-535	99.98	
01-66650	SOUTHERN PIPE & SUPPLY CO	157066	WATER PIPE EAST JACKSON	I 3390637-00	9/30/2019	11,292.20
			8"C 900 WATER MAIN	400-650-760	10,784.00	
			8" MJ RESTRAINTS	400-650-760	265.20	
			8" MJ ASSY. PACKS	400-650-760	243.00	
01-66650	SOUTHERN PIPE & SUPPLY CO	157067	WATER PIPE EAST JACKSON	I 3464207-00	9/13/2019	212.16
			8" MJ RESTRANTS	400-650-760	212.16	
01-00247	SOUTHERN REGIONAL PUBLIC	157068	FTO TRAINING	I 2332	10/08/2019	1,400.00
			FTO TRAINING	001-100-681	1,400.00	
01-03627	SOUTHERN TELECOMMUNICATIO	157069	ACCT 2361: 6018538610	I 201910097688	9/27/2019	1,286.66
			ACCT 2361: 6018538610	001-020-605	0.00	
			ACCT 2361: 6018538610	001-040-605	77.35	
			ACCT 2361: 6018538610	001-100-605	253.03	
			ACCT 2361: 6018538610	001-160-605	257.40	
			ACCT 2361: 6018538610	001-180-605	0.00	
			ACCT 2361: 6018538610	001-201-605	68.15	
			ACCT 2361: 6018538610	001-340-605	215.83	
			ACCT 2361: 6018538610	001-350-605	176.46	
			ACCT 2361: 6018538610	400-650-605	238.44	
01-04347	STACY, LEA ANNE	157070	OCTOBER 7, 2019 MEETING	I 100719	10/07/2019	50.00
			OCTOBER 7, 2019 MEETING	001-550-599	50.00	
01-68200	STATE TREASURER	157071	SEPTEMBER 2019	I 201910097687	10/03/2019	80,064.79
			SEPTEMBER 2019	001-000-107	992.92	
			SEPTEMBER 2019	001-000-113	13,438.00	
			SEPTEMBER 2019	001-000-114	297.19	
			SEPTEMBER 2019	001-000-332	64,835.36	
			SEPTEMBER 2019	001-000-116	500.61	
			SEPTEMBER 2019	001-000-117	0.71	
01-68250	STATE TREASURER FUND: 337	157072	SEPT 2019 ANALYTICAL FEES	I 90084545	10/01/2019	720.00
			SEPT 2019 ANALYTICAL FEES	001-100-604	720.00	
01-00853	STEVENS SHEET METAL & IRO	157073	FD - METAL	I 29778	9/24/2019	400.00
			SHEET METAL	001-160-635	400.00	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-02858	STRINGER, BILLY	157074	ADV TRAV: 10-20-19 - 10-23-19 I ADV TRAV: 10-20-19 - 10-23-19	201910117717 400-650-610	10/11/2019 386.06	386.06
01-69095	SULLIVAN ELECTRIC	157075	SERVICE CALLS TENNIS CENTER WALKING TRAIL FREEDOM RIDGE	I 812280 001-340-637 001-340-637 001-340-637	10/01/2019 900.00 720.00 1,620.00	3,240.00
01-04392	TAW POWER SYSTEM	157076	FD - GEN REPAIR - CENTRAL PARTS LABOR ENVIRONMENTAL FEE SHIPPING	I 26173887 001-160-635 001-160-635 001-160-635 001-160-635	9/24/2019 415.39 840.00 50.22 6.69	1,312.30
01-02021	TAYLOR POWER SYSTEMS	157077	REPAIR SCHOOL STREET WELL LABOR PC BOARD TRAVEL MILEAGE	I 02555672 400-650-604 400-650-604 400-650-604	9/30/2019 460.00 752.56 75.00	1,287.56
01-02274	TCS WARE INC	157078	FIXED ALPR FIXED ALPR SYSTEM INSTALLATION ONSITE	I 151832 005-101-730 005-101-730	9/23/2019 25,495.00 3,549.00	29,044.00
01-05284	TELEDYNE INSTRUMENT	157079	REPLACE SENSORS LABOR SHIPPING	I P020067406 404-650-730 404-650-730	9/13/2019 480.00 48.00	528.00
01-05284	TELEDYNE INSTRUMENT	157080	REPLACE SENSORS WARRANTY	I P020067720 404-650-730	9/23/2019 734.00	734.00
01-05284	TELEDYNE INSTRUMENT	157081	REPLACE SENSORS REPLACE SENSORS SHIPPING	I 5020352395 404-650-730 404-650-730	9/17/2019 7,340.00 115.00	7,455.00
01-70350	TEMPLE INC	157082	REPAIR INVERTOR REPAIR INVERTOR SHIPPING	I INV0190241 001-201-635 001-201-635	9/26/2019 720.00 40.00	760.00
01-03419	THINKWEBSTORE.COM	157083	WEBSITE HOSTING WEBSITE HOSTING	I 6613 001-093-604	10/01/2019 1,200.00	1,200.00
01-00449	TOMPKINS, RONNIE	157084	ADV TRAV: 10-23-19 - 10-25-19 I ADV TRAV: 10-23-19 - 10-25-19	201910117718 001-201-610	10/11/2019 226.70	226.70
01-71850	TRAFFIC CONTROL PRODUCTS	157085	HIGHLAND COLONY PKWY 6" SKIP WHITE 6" EDGE WHITE 6" EDGE YELLOW 6" DETAIL WHITE 6" THERMO LEGEND RED-CLEAR RPM'S	I T-197(1R) 388-601-750 388-601-750 388-601-750 388-601-750 388-601-750 388-601-750	8/05/2019 3,262.68 2,432.22 1,570.50 8,169.75 30,747.08 2,601.00	59,805.98

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*			
				NUMBER	DATE	AMOUNT	CONT
01-71850	TRAFFIC CONTROL PRODUCTS	157085	HIGHLAND COLONY PKWY 6" DETAIL YELLOW	I T-197(1R) 388-601-750	8/05/2019 11,022.75	59,805.98	CONT
01-71850	TRAFFIC CONTROL PRODUCTS	157086	PAVEMENT MARK COLE RD 6" EDGE WHITE 6" DOUBLE YELLOW 6" DETAIL WHITE 6" THERMO LEGEND RED-CLEAR RPM 2 WAY YELLOW RPM	I T-197(3R) 001-201-603 001-201-603 001-201-603 001-201-603 001-201-603 001-201-603	8/05/2019 4,884.18 5,415.52 222.75 2,814.00 135.00 1,980.00	15,451.45	
01-71850	TRAFFIC CONTROL PRODUCTS	157087	SUNNYBROOK RD STRIPPING RED CLEAR RPM'S 2 WAY YELLOW RPM'S 6" DETAIL YELLOW 6" DETAIL WHITE 6" EDGE WHITE 6" EDGE YELLOW 6" THERMO LEGENDQ	I T-200(1) 388-601-750 388-601-750 388-601-750 388-601-750 388-601-750 388-601-750 388-601-750	9/25/2019 387.00 297.00 967.50 3,127.50 422.52 271.48 9,357.60	14,830.60	
01-04160	KC EXPRESS LLC	157088	09-13-19 SERVICES 09-13-19 SERVICES	I 150K19538 001-160-604	10/01/2019 122.95	122.95	
01-04160	KC EXPRESS LLC	157089	AUGUST 2019 SERVICES AUGUST 2019 SERVICES AUGUST 2019 SERVICES AUGUST 2019 SERVICES	I 155K19538 001-100-604 001-160-604 001-201-604	10/01/2019 83.70 210.00 120.00	413.70	
01-02393	TYLER TECHNOLOGIES	157090	OCT 2019 MONTHLY FEE OCT 2019 MONTHLY FEE	I 025-273489 400-650-604	10/01/2019 370.00	370.00	
01-02393	TYLER TECHNOLOGIES	157091	UTILITY BILLING NOTIFICATION UTILITY BILLING NOTIFICATION	I 025-273958 400-650-604	9/30/2019 134.90	134.90	
01-02393	TYLER TECHNOLOGIES	157092	INSITE TRANSACTION FEES INSITE TRANSACTION FEES	I 025-274274 400-650-604	9/30/2019 3,537.00	3,537.00	
01-00544	U.S. LAWNS OF JACKSON	157093	MONTHLY LAWN SERVICE CITY SIGN	I 43468 001-201-604	10/01/2019 200.00	200.00	
01-00544	U.S. LAWNS OF JACKSON	157094	HARBOR DRIVE HARBOR DRIVE	I 43469 001-201-604	10/01/2019 1,017.18	1,017.18	
01-00544	U.S. LAWNS OF JACKSON	157095	MONTHLY LAWN SERVICE JESSAMINE CEMETERY SPILLWAY ROAD	I 43470 001-201-604 001-201-604	10/01/2019 1,100.00 2,499.00	3,599.00	
01-00544	U.S. LAWNS OF JACKSON	157096	COUNTY LINE ROAD COUNTY LINE ROAD	I 43471 001-201-604	10/01/2019 3,778.50	3,778.50	
01-00544	U.S. LAWNS OF JACKSON	157097	JACKSON ST PARKING LOT JACKSON ST PARKING LOT	I 43472 001-201-604	10/01/2019 775.00	775.00	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-00544	U.S. LAWNS OF JACKSON	157098	I-55 INTERCHANGE I-55 INTERCHANGE	I 43473 001-201-604	10/01/2019 7,499.58	7,499.58
01-03710	UNION AUTO PARTS	157099	BRAKE BOOSTER P303 BRAKE BOOSTER P303 BOOSTER SENSOR	I 1582834-00 001-100-632 001-100-632	9/19/2019 130.00 36.11	166.11
01-03710	UNION AUTO PARTS	157100	TRUCK PARTS FILLER HOSE TRANSMISSION FLUID DEX TRANSMISSION FLU	I 1587267-00 001-201-632 001-201-632 001-201-632	9/25/2019 38.90 28.08 69.12	136.10
01-03710	UNION AUTO PARTS	157101	P332 RADIATOR FAILURE P287 MISFIRE	I 1588531-00 001-100-632	9/26/2019 34.61	34.61
01-03710	UNION AUTO PARTS	157102	P332 RADIATOR FAILURE P332 RADIATOR P332 RAD. FAN MOTOR P332 RAD. FAN MOTOR FAN BLADES FAN SHROUD COOLANT	I 1588533-00 001-100-632 001-100-632 001-100-632 001-100-632 001-100-632 001-100-632	9/26/2019 248.89 131.11 130.00 60.00 105.55 32.22	707.77
01-03710	UNION AUTO PARTS	157103	REPAIR 1/2 TON PICKUP RADIATOR THERMOSTAT	I 1589177-00 400-650-632 400-650-632	9/26/2019 138.23 34.50	172.73
01-03710	UNION AUTO PARTS	157104	TRUCK PARTS RADIATOR CAP	I 1591347-00 001-201-632	10/01/2019 8.73	8.73
01-03710	UNION AUTO PARTS	157105	BATTERY -MAYOR SUV BATTERY	I 1591349-00 001-020-632	9/30/2019 126.32	126.32
01-03710	UNION AUTO PARTS	157106	A/C REPAIR P287 COMPRESSOR DRYER ORIFICE TUBE	I 1593527-00 001-100-632 001-100-632 001-100-632	10/01/2019 284.89 39.71 2.28	326.88
01-03710	UNION AUTO PARTS	157107	A/C REPAIR P287 LOW PRESSURE SWITCH	I 1594176-00 001-100-632	10/02/2019 16.12	16.12
01-03710	UNION AUTO PARTS	157108	A/C REPAIR P287 P291 DOOR LOCK	I 1594584-00 001-100-632	10/02/2019 37.85	37.85
01-03710	UNION AUTO PARTS	157109	OIL FILTER STOCK CHARGER FILTERS HEMI FILTERS 11-13 CHARGERS EXPLORER FILTERS CROWN VIC FILTERS	I 1595288-00 001-100-632 001-100-632 001-100-632 001-100-632 001-100-632	10/03/2019 55.20 54.32 32.15 37.75 19.89	199.31

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-03710	UNION AUTO PARTS	157110	PARTS FOR CITY TRUCK WINSHIELD WASHER TAN WINSHIELD PUMP	I 1595343-00 001-180-632 001-180-632	10/03/2019 45.87 15.37	61.24
01-03710	UNION AUTO PARTS	157111	P305 FRONT BRAKE PADS P305 FRONT BRAKE PADS	I 1597895-00 001-100-632	10/07/2019 48.75	48.75
01-73625	UNITED STATES POSTMASTER	157112	BOX# 875 - 12 MONTH FEE BOX# 875 - 12 MONTH FEE	I 201910097692 001-100-540	10/09/2019 118.00	118.00
01-01663	UTILITY SERVICE CO, INC	157113	OLD CANTON RD TANK OLD CANTON RD TANK	I 489451 400-650-604	10/01/2019 7,207.45	7,207.45
01-01663	UTILITY SERVICE CO, INC	157114	NATCHEZ TRACE TANK NATCHEZ TRACE TANK	I 489453 400-650-604	10/01/2019 4,080.55	4,080.55
01-01663	UTILITY SERVICE CO, INC	157115	NORTH PARK TANK NORTH PARK TANK	I 489454 400-650-604	10/01/2019 16,716.60	16,716.60
01-01663	UTILITY SERVICE CO, INC	157116	HARDY ROAD TANK HARDY ROAD TANK	I 489455 400-650-604	10/01/2019 2,843.12	2,843.12
01-02597	VERIZON WIRELESS	157117	742166727-00001:08-25 - 09-25 742166727-00001:08-25 - 09-25	I 9838877040 001-100-605	9/25/2019 120.03	120.03
01-04258	VOLK, MICHAEL	157118	2 GAMES @ \$25.00; OCT. 1, 2019 2 GAMES @ \$25.00; OCT. 1, 2019	I 201910087609 001-340-690	10/01/2019 50.00	50.00
01-04258	VOLK, MICHAEL	157119	2GAMES@25.00: OCT 8, 2019 2GAMES@25.00: OCT 8, 2019	I 201910097691 001-340-690	10/08/2019 50.00	50.00
01-02456	W F M N-FM SUPERTALK MS	157120	HEATWAVE CLASSIC ADVERTISE HEATWAVE CLASSIC ADVERTISE	I 4787-00030-0000 001-340-615	6/30/2019 750.00	750.00
01-75100	WAGGONER ENGINEERING, INC	157121	PROJECT# 0018145 PROJECT# 0018145	I 35889R 378-601-600	6/12/2019 10,541.40	10,541.40
01-75100	WAGGONER ENGINEERING, INC	157122	PROJECT# 0018145.000 PROJECT# 0018145.000	I 35952 378-601-600	7/08/2019 11,605.01	11,605.01
01-75100	WAGGONER ENGINEERING, INC	157123	PROJECT# 0018145.000 PROJECT# 0018145.000	I 36017R 378-601-600	8/07/2019 45,155.79	45,155.79
01-75100	WAGGONER ENGINEERING, INC	157124	PROJECT# 0018145.000 PROJECT# 0018145.000	I 36126 378-601-600	9/10/2019 30,477.09	30,477.09
01-03185	WALLACE, MICHELE	157125	ADV TRAV: 10-21-19 - 10-22-19 ADV TRAV: 10-21-19 - 10-22-19	I 201910117720 001-010-610	10/11/2019 52.90	52.90
01-75450	WALMART	157126	SUPPLIES PAINT BRUSHES	I 00408 001-340-540	9/27/2019 6.20	975.90

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-75450	WALMART	157126	SUPPLIES	I 00408	9/27/2019	975.90
			CUTLERY	001-340-540	6.26	
			TISSUE	001-340-540	11.96	
			CANDY	001-340-540	951.48	
01-75450	WALMART	157127	FD-SUPPLIES	I 01781	10/02/2019	175.32
			GATORADE	001-160-540	18.81	
			FRAMES	001-160-540	25.92	
			FRAME	001-160-540	11.94	
			WATER	001-160-540	11.94	
			RX WASHER	001-160-540	8.91	
			COFFEE	001-160-540	52.36	
			COFFEE	001-160-540	16.71	
			CREAMER	001-160-540	2.28	
			CREAMER	001-160-540	2.77	
			FACE TISSUE	001-160-540	4.68	
			PRE-SPOTTER	001-160-540	4.18	
			AIR FRESHENER	001-160-540	2.97	
			AIR FRESHENER	001-160-540	6.97	
			AIR FRESHENER	001-160-540	4.88	
01-75450	WALMART	157128	CH- JANITORIAL SUPPLIES	I 05017	10/07/2019	280.92
			PAPER TOWELS	001-092-510	125.28	
			TOILET PAPER	001-092-510	155.64	
01-75450	WALMART	157129	FD - STATION 3	I 08819	10/02/2019	100.44
			LYSOL TBC	001-160-510	8.94	
			PINE SOL	001-160-510	5.88	
			409	001-160-510	10.32	
			LYSOL SPRAY	001-160-510	32.88	
			CLOROX CLEANUP	001-160-510	13.52	
			BOWL BRUSH	001-160-510	0.98	
			FABULOSO	001-160-510	5.78	
			COFFEE	001-160-540	20.76	
			COFFEE FILTERS	001-160-540	1.38	
01-75450	WALMART	157130	SUPPLIES	I 09050	10/02/2019	46.14
			DAWN	001-201-510	8.94	
			PINESOL	001-201-510	11.76	
			COFFEE	001-201-540	19.44	
			SUGAR	001-201-540	1.37	
			CREAMER	001-201-540	4.63	
01-75900	WASTE MANAGEMENT OF MS	157131	09-01-19 - 09-30-19 SERVICES	I 0012371-1894-6	10/02/2019	121,082.31
			09-01-19 - 09-30-19 SERVICES	003-220-682	85,212.89	
			09-01-19 - 09-30-19 SERVICES	003-220-683	35,869.42	
01-75900	WASTE MANAGEMENT OF MS	157132	09-01-19 - 09-30-19 SERVICES	I 2931010-0078-5	9/25/2019	1,020.00
			09-01-19 - 09-30-19 SERVICES	001-340-682	800.00	
			09-01-19 - 09-30-19 SERVICES	001-201-682	80.00	
			09-01-19 - 09-30-19 SERVICES	400-650-682	80.00	
			09-01-19 - 09-30-19 SERVICES	001-350-682	60.00	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*	DATE	AMOUNT
01-77020	WILLRIDGE, TONY	157133	ADV TRAV: 10-25-19 - 10-30-19 I 201910117719 ADV TRAV: 10-25-19 - 10-30-19 001-100-610		10/11/2019	1,965.45
01-05487	ANTHONY WOOLFOLK	157134	2 GAMES @ \$25.00; OCT. 1, 2019 I 201910087612 2 GAMES @ \$25.00; OCT. 1, 2019 001-340-690		10/01/2019	50.00
01-05487	ANTHONY WOOLFOLK	157135	2GAMES@25.00: OCT 8, 2019 I 201910097693 2GAMES@25.00: OCT 8, 2019 001-340-690		10/08/2019	50.00
01-01645	YOUNG, SAMUEL	157136	2 GAMES @ \$25.00; OCT. 1, 2019 I 201910087611 2 GAMES @ \$25.00; OCT. 1, 2019 001-340-690		10/01/2019	50.00
01-01645	YOUNG, SAMUEL	157137	2GAMES@25.00: OT 8, 2019 I 201910097694 2GAMES@25.00: OT 8, 2019 001-340-690		10/08/2019	50.00
TOTAL =						2,001,317.19

FUND TOTALS		
FUND	NAME	TOTAL
001	GENERAL FUND	519,792.60
003	SANITATION	121,082.31
005	COURT SERVICES FEE FUND	30,948.85
012	HEALTHY HOMETOWN	66.52
378	LAKE HARBOUR DR EXT	540,144.98
382	WOLCOTT PARK IMPS	11,425.00
388	HIGHLAND COLONY REHAB	74,636.58
390	CITY CENTER PROJECTS	529,853.03
400	PUBLIC UTILITIES FUND	163,291.45
404	EMCRS OPERATION & MAINT	8,920.87
490	WATER HOOKUP FEES	855.00
492	SEWER HOOKUP FEES	300.00
=====		
TOTALS FOR ALL FUNDS =		2,001,317.19

10/01/2019 1:21 PM

A / P CHECK REGISTER

PAGE: 1

PACKET: 17587 Regular Payments

VENDOR SET: 01

**** CHECK LISTING ****

BANK : PYBK PAYROLL RELATED DISB

September 2019 month end

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00027	MISS DEPT OF HUMAN SERVICE							
	I-C05201909107389	VARIOUS CHILD SUPP MONTHLY	R	9/30/2019		75.00CR	143801	
	I-C05201909247468	VARIOUS CHILD SUPP MONTHLY	R	9/30/2019		75.00CR	143801	150.00

10/01/2019 1:21 PM
 PACKET: 17587 Regular Payments
 VENDOR SET: 01
 BANK : PYBK PAYROLL RELATED DISB

A / P CHECK REGISTER

PAGE: 2

*** DRAFT/OTHER LISTING ***

VENDOR	NAME / I.D.	DESC	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
00010	STATE TAX COMMISSION							
	I-T2 201909107389	STATE TAX WITHHOLDING	D	9/30/2019		12,546.00CR	000463	
	I-T2 201909247468	STATE TAX WITHHOLDING	D	9/30/2019		12,893.00CR	000463	25,439.00
00011	GOVT EMPL DEFERRED COMP P							
	I-ANN201909107389	ANNUITY	D	9/30/2019		1,852.00CR	000464	
	I-ANN201909247468	ANNUITY	D	9/30/2019		2,992.00CR	000464	4,844.00
00029	CITY OF RIDGELAND PAYROLL							
	I-RET201909107389	RETIREMENT	D	9/30/2019		115,126.24CR	000465	
	I-RET201909247468	RETIREMENT	D	9/30/2019		120,358.96CR	000465	235,485.20

* * T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	150.00	150.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	0.00	265,768.20	265,768.20
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	4	0.00	265,918.20	265,918.20

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

10/01/2019 1:21 PM
PACKET: 17587 Regular Payments
VENDOR SET: 01
BANK : PYBK PAYROLL RELATED DISB

A / P CHECK REGISTER

PAGE: 3

*** DRAFT/OTHER LISTING ***

VENDOR	NAME / I.D.	DESC	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
001	9/2019	238,542.53CR
005	9/2019	2,175.18CR
400	9/2019	23,792.06CR
404	9/2019	1,408.43CR
=====		
ALL		265,918.20CR

DEPT: ALL

PAYROLL NO#: 01

PAY PERIOD BEGINNING: 9/20/2019

PAY PERIOD ENDING: 10/03/2019

October 11, 2019 payroll

*** GRAND TOTALS ***

-----EARNINGS-----			----BENF/REIMB----		-----DEDUCTIONS-----				-----TAXES-----			
DESC	HRS	AMOUNT	DESC	AMOUNT	CD	ABBV	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
SAL	1,268.00	52,332.72	VEH	174.00	AFA	AFACC	886.76		FED W/H	383,630.78	32,481.76	
SMON	0.00	9,297.36			AFC	AFCAN	1034.00		ST WH MS	383,630.78	12,874.00	
REG	19,418.00	349,847.17			AFD	AFSHO	936.89		FICA	425,380.15	26,373.44	26373.44
R/O	4.00	45.24			AFH	AFHOS	523.96		MEDI	425,380.15	6,167.97	6167.97
O/T	190.50	3,937.58			AFS	AFSPE	251.28					
CE	17.63	0.00			ANN	ANUTY	1902.00					
CMPRG	2.50	0.00			B18	BKRUP	181.00					
COMP	52.50	911.98			C18	CHSUP	202.50					
SICK	542.50	11,138.53			C32	CHSUP	225.00					
VAC	504.50	11,288.69			C33	CHSUP	25.00					
HOL	198.25	3,392.90			C39	CHSUP	152.50					
FNRL	19.00	430.62			C42	CHSUP	147.50					
PARAM	0.00	1,384.62			C43	CHSUP	110.00					
SHIFT	0.00	350.00			C56	CHSUP	130.00					
TRAFF	0.00	2,002.00			C57	CHSUP	75.00					
TASKF	13.00	550.29			C58	CHSUP	164.00					
FUGTF	3.00	87.63			C59	CHSUP	285.25					
MBNHI	13.00	370.50			C63	CHSUP	96.00					
					C66	CHSUP	107.50					
					C67	CHSUP	177.50					
					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	115.50	135.52				
					CCF	CANCF	56.05					
					CHC	CHCAR	870.82					
					CO5	CHSUP	75.00					
					CRU	CRUN	3768.00					
					D56	GARNI	284.26					
					D64	GARNI	304.93					
					D69	GARNI	100.00					
					D70	GARNI	217.19					
					DCF	DENCF	2122.15	1253.12				
					DEN	DENTL		2154.24				
					FCE	FLEX	4.34					
					HCF	HTHCF	14029.32	17906.36				
					HLT	HELTH		39111.26				
					HRF	HRF	176.89	275.76				
					LIF	LIFE	43.99	1282.60				

DEPT: ALL

PAYROLL NO#: 01

PAY PERIOD BEGINNING: 9/20/2019

PAY PERIOD ENDING: 10/03/2019

** (CONTINUED) **

DATE	ORG	FN	ACCOUNT	CODE/RATE	HOURLY RATE	HOURS	AMOUNT	PROJECT
				PBA	POBEN	176.25		
				RET	RET	39847.37	77038.03	
				T38	TAXLE	77.14		
				T39	TAXLE	613.08		
				T40	TAXLE	159.36		
				UNR	UNREM	2518.78		
TOTALS: 22,246.38 447,367.83				174.00		74042.56	139156.89	77,897.17 32541.41

-----DEPARTMENT RECAP-----

DEPT NO#	GROSS	REGULAR	OVERTIME	LEAVE	OTHER	BENEFITS	DEDUCTIONS	TAXES	NET
001-010	14,890.66	14,177.20	0.00	713.46	0.00	0.00	2,139.73	2,235.75	10,515.18
001-020	6,050.71	5,903.31	0.00	147.40	0.00	0.00	1,128.44	1,120.24	3,802.03
001-040	23,239.20	20,024.78	0.00	3,214.42	0.00	0.00	4,611.26	3,849.38	14,778.56
001-092	1,311.20	1,180.08	0.00	131.12	0.00	0.00	353.90	152.59	804.71
001-100	151,491.06	138,355.97	1,966.56	7,808.11	3,360.42	0.00	22,827.00	26,529.96	102,134.10
001-160	101,566.94	96,249.73	0.00	3,932.59	1,384.62	0.00	18,804.00	17,492.40	65,270.54
001-180	24,544.00	22,288.66	0.00	2,255.34	0.00	0.00	3,722.92	4,801.19	16,019.89
001-201	45,687.38	41,770.28	11.99	3,803.11	0.00	102.00	6,743.02	7,583.03	31,259.33
001-340	30,491.75	28,241.56	747.79	1,502.40	0.00	0.00	3,994.96	5,774.19	20,722.60
005-101	4,072.96	3,878.40	0.00	194.56	0.00	0.00	843.35	728.67	2,500.94
400-650	41,632.77	37,048.58	1,211.24	3,255.71	45.24	72.00	8,298.51	7,285.71	25,976.55
404-650	2,563.20	2,358.70	0.00	204.50	0.00	0.00	575.47	344.06	1,643.67
TOTALS	447,541.83	411,477.25	3,937.58	27,162.72	4,790.28	174.00	74,042.56	77,897.17	295,428.10

REGULAR INPUT: 260

MANUAL INPUT: 0

CHECK STUB COUNT: 0

DIRECT DEPOSIT STUB COUNT: 260