

**MEETING OF THE
MAYOR AND BOARD OF ALDERMAN OF THE
CITY OF RIDGELAND, MISSISSIPPI
March 4, 2014
6:00 PM**

INVOCATION

PLEDGE OF ALLEGIANCE

CONSIDERATION OF MINUTES FROM PRIOR BOARD MEETING

Accept Minutes of February 18, 2014 Board Meeting

1. CONSENT ITEMS

- a) Approve Special Event - City of Ridgeland Parks and Recreation 2014 Balloon Glow (Police)
- b) Approve Special Event - 200 Million Flowers 5K (Police)
- c) Approve Special Event - Titan Trot 5K Run/Walk (Police)
- d) Approve Site Plan / Architectural for Renaissance Restaurant (Reniassance at Colony Park)
- e) Approve Special Event - On the Road to Health (Police)
- f) Declare Property Surplus (Police)
- g) Approve Amendments to the Operational Policy to Collect and Enforce Water and Sewer Charges (Public Works)
- h) Approve Software & Hardware Support Services Maintenance Agreement for Badger Meter (Public Works)

2. PAYMENT OF CLAIMS

- a) Approve Payment of Claims 113946-114195 and February 21, 2014 Payroll (\$2,411,314.44)

ADJOURNMENT

INFORMATION FOR MAYOR AND BOARD

Attorney Statement for Services thru 2/24/2014

**MEETING OF THE
MAYOR AND BOARD OF ALDERMAN OF THE
CITY OF RIDGELAND, MISSISSIPPI
February 18, 2014
6:00 PM**

The Mayor called the second regular February 2014 meeting of the Mayor and Board of Aldermen to order. Present were Mayor Gene F. McGee, Alderman D. I. Smith, Alderman Wesley Hamlin, Alderman Brian Ramsey, Alderman Ken Heard, Alderman Kevin Holder, Alderman Scott Jones, Alderman Chuck Gautier, City Attorney Jerry Mills, City Attorney James Gabriel, and City Clerk Paula Tierce. The meeting was opened with an invocation by Alderman Scott Jones followed by the Pledge of Allegiance.

The Mayor and Board of Aldermen were provided the January 2014 Privilege License Report, the January 2014 Financial Statement, and the February 2014 Sales Tax Report.

Next came the recognition of Officer Ryan Ainsworth for being selected “Officer of the Month” for September 30, 2013. Mayor McGee informed the Board and audience that Officer Ainsworth was on routine patrol and noticed a vehicle that did not maintain its designated lane of travel as well as the vehicle’s taillights were not functioning. Officer Ainsworth initiated a traffic stop and detected suspicious behavior being exhibited by the driver. Officer Ainsworth also recognized the passenger in the vehicle from past dealings with her and knew that she had a history of illegal drug use. From this field interview, Officer Ainsworth developed probable cause and was given consent to search the vehicle. Upon searching the vehicle, Officer Ainsworth discovered cocaine, methamphetamine, Xanax, a large amount of drug paraphernalia, and over 200 dosage units of steroids. In addition, Officer Ainsworth discovered numerous checks that did not belong to the driver or passenger that were possibly stolen checks. Officer Ainsworth subsequently arrested the driver of the vehicle for several felony and misdemeanor charges. Due to the felony drug charges, Officer Ainsworth seized the vehicle, a 2002 Toyota 4-Runner, for forfeiture.

Mayor McGee thanked Officer Ainsworth for his service and dedication to the citizens of Ridgeland, Mississippi and encouraged him to continue his efforts to keep crime out of Ridgeland.

Next came the matter of accepting the Minutes of the February 3, 2014 Work Session and the February 4, 2014 Mayor and Board of Aldermen Meeting. The Minutes were accepted with no corrections noted.

CONSENT AGENDA

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

- a) Approve Highland Presbyterian Church Addition – *Order Attached Hereto As Exhibit “A”*
- b) Approve \$2,000 Budget Amendment Increasing Account 001-020-604 and Decreasing Account 001-092-740 – *Order Attached Hereto As Exhibit “B”*
- c) Approve Recording System Support Agreement with BIS Digital – *Order Attached Hereto As Exhibit “C”*
- d) Declare Property Surplus – *Order Attached Hereto As Exhibit “D”*

- e) Special Event – Shucker’s Annual Crawfish Boil – *Order Attached Hereto As Exhibit “E”*
- f) Special Event – Magnolia Meltdown – *Order Attached Hereto As Exhibit “F”*
- g) Approve \$1,680.00 Budget Amendment Increasing Account 103-000-003 – *Order Attached Hereto As Exhibit “G”*
- h) Approve Project Close-Out Documents & Change Order #2 for Hurricane Isaac NRCS Emergency Watershed Protection Projects – *Order Attached Hereto As Exhibit “H”*
- i) Approve Contractor’s Pay Estimate #1 – Mississippi Craft Center Parking Improvements Project “A” – *Order Attached Hereto As Exhibit “I”*
- j) Approve Payment of Estimate #3 – MS Craft Center Parking Project “A” – *Order Attached Hereto As Exhibit “J”*
- k) Approve Payment of Estimate #14 for Lake Harbour Drive Widening/MDOT Project #STP-8323-00(003)LPA/104840-701000 – *Order Attached Hereto As Exhibit “K”*
- l) Approve Supplemental Agreement No. 4 and Quantity Adjustment No. 4 for Lake Harbour Drive Widening/MDOT Project #STP-8323-00(003)LPA/104840-701000 – *Order Attached Hereto As Exhibit “L”*
- m) Approve Payment of Estimate #15 – Lake Harbour Drive Extension Project – *Order Attached Hereto As Exhibit “M”*

The Motion was seconded by Alderman Chuck Gautier and a vote was taken thereon as follows:

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

The Mayor then declared the Motion carried.

PAYMENT OF CLAIMS

There next came for consideration the matter of payment of claims. Alderman Ken Heard moved that claim numbers 113616 through 113945 and February 7, 2014 payroll be paid. The Motion was seconded by Alderman Kevin Holder and a vote was taken thereon as follows:

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

The Mayor then declared the Motion carried.

Mayor McGee then informed the Board of Alderman of the need to go into Closed Session to

discuss pending and possible future litigation. Alderman Chuck Gautier moved to go into Closed Session to discuss the need to go into Executive Session to discuss pending and possible future litigation. The Motion was seconded by Alderman Brian Ramsey and a vote was taken thereon as follows:

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

The Mayor then declared the Motion carried.

The meeting was closed and discussion followed regarding the necessity of going into Executive Session to discuss pending and possible future litigation.

Alderman Chuck Gautier moved that the Board go into Executive Session to discuss pending and possible future litigation. The Motion was seconded by Alderman Brian Ramsey and a vote was taken thereon as follows:

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

The Mayor then declared the Motion carried.

The Mayor reopened the meeting and announced that, by unanimous vote, the Board of Aldermen were going into Executive Session to discuss pending and possible future litigation.

EXECUTIVE SESSION

Alderman Brian Ramsey moved that the Board of Aldermen come out of Executive Session. The Motion was seconded by Alderman D. I. Smith and a vote was taken thereon as follows:

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

The Mayor then declared the Motion carried.

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

ADJOURNMENT

There being no further business before the Mayor and Board of Aldermen, the Mayor declared the second regular February meeting adjourned at 7:03 p.m.

WITNESS MY SIGNATURE, this the _____ day of February, 2014.

GENE F. MCGEE, MAYOR

ATTEST:

PAULA TIERCE, CITY CLERK



police department

February 24, 2014

TO: Mayor & Board of Aldermen

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

SUBJECT: Special Event Permit – City of Ridgeland Parks and Recreation 2014 Balloon Glow

I have attached a request for a Special Events Permit from Wendy Bourdin with the City of Ridgeland Parks and Recreation. The event is the 2014 Balloon Glow which is scheduled for Friday, July 4, 2014. The event will begin at 1730 hours and will end at 2200 hours.

The Balloon Glow is an event that features musical entertainment, illumination of hot air balloons, a large fireworks show and vendors selling food and apparel. Wendy is estimating a crowd of about 20000. Portable restrooms will be rented for the event. Ridgeland Parks and Recreation staff will provide clean-up.

This event will generate overtime for the Police Department. There are eighteen (18) traffic posts that need to be manned for the event. Each post will have to be manned for five (7) hours. With an average rate of \$27/hour the approximate cost of overtime will be \$3402.00.

Wendy respectfully requested that we waive the \$100 filing fee and the \$1000 bond money.

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

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

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

City of Ridgeland
Application for
SPECIAL EVENTS PERMIT

Name & Address Ridgeland Recreation and Parks

Of _____

Individual/Business: _____

Type of Event: (Details) Celebrate America Balloon Glow

Concert, hot air balloon, fireworks and food vendors

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

Date(s) of Event: July 4, 2013 to July 4, 2014

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

Estimated Crowd Size: 20,000

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

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

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

Signature of Contact Person: _____ Date: _____

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

- 1). You must present to the Chief of Police or his designee your plan for parking and traffic control. You must state in this plan whether or not police or private security personnel will be needed to direct and handle traffic and parking.
- 2). If the event is to have outdoor music, a written statement will be required from the applicant stating that the applicant will comply with the noise ordinance of the City of Ridgeland, MS.
- 3). If there is a need for Police Department and/or Public Works Department personnel to work in controlling the special event, the applicant will agree in writing to pay this cost.
- 4). The applicant may be required to post a bond in the minimum amount of One Thousand Dollars (\$1,000.00) with the City Clerk. This is to insure that the event area is immediately cleaned up after its conclusion, and any City employee who works overtime as a result of the special event, will be compensated from the bond proceeds.
- 5). Submit the above application and information to the City Clerk with a non-refundable filing fee of One Hundred Dollars (\$100.00).

☒ Approved Chief of Police/or Designee

☐ Denied Date: 2-25-14

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



February 24, 2014

TO: Mayor & Board of Aldermen
FROM: Jimmy R. Houston, Sr., Chief of Police
SUBJECT: Special Event Permit – 200 Million Flowers 5K

I have attached a request for a Special Events Permit from Rick Valore with 200 Million Flowers Inc. 200 Million Flowers Inc. is a charity that raises awareness for Orphan Care and Adoption. The event is a 5K race that is scheduled for Saturday, April 26, 2014. The event will begin at 0700 hours and end at 1100 hours. Rick is estimating 500 participants for the event.

The start/finish line will be at 128 N. Maple Street in Ridgeland. Runners will run north on Maple Street – east on Porter Street- north on Central Ave. – east on Ridgeland Ave. – south on Railroad Street – west on Jackson Street – north on Wheatley Street until it dead ends then turn around. Runners will go back south to Ridgeland Ave. - go west on Ridgeland Ave – south on Maple Street back to the finish.

Rick has arranged to have portable restrooms delivered. Set up and clean-up will done by staff and volunteers of 200 Million Flowers Inc.

This event will generate overtime for the Police Department. Rick has requested four (4) police officers to help man the intersections and insure participant safety. Each post will need to be manned for four (4) hours. With an average rate of \$27/hour the approximate overtime cost will be \$432.00. At this time the \$1000 bond money has not been received.

Included in the packet is a check per the \$100 filing fee and request for Permit to Play on Premises Music. The music is background music and the public address system will allow them to announce the winners.

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Ph: 601.856.2121 • www.ridgelandms.org

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

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

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

Name & Address 200 MILLION FLOWERS, INC.
Of 128 N. MAPLE ST.
Individual/Business: RIDGELAND, MS 39157

Type of Event: (Details) CHARITY FUNDRAISING EVENT FOR
200 MILLION FLOWERS. 5K RUN / WALK
THIS WOULD BE THE THIRD ANNUAL EVENT
"5K FOR THE FATHERLESS"

Location of Event: START / FINISH: 128 N. MAPLE ST.
RIDGELAND, MS

Date(s) of Event: APRIL 26, 2014 to APRIL 26, 2014

Hours of Event: 7:00 AM to 11:00 AM

Estimated Crowd Size: 500

What arrangements will be made for adequate restroom facilities: PORTA-POTTIES HAVE
BEEN ORDERED (4) MORE AVAILABLE IF NEEDED.

What arrangements will be made for clean-up at completion of event: CLEAN UP WILL BE
DONE BY THE STAFF + VOLUNTEERS OF 200 MILLION FLOWERS

Contact Person: RICK VALORE Phone: 601 709-9007

Signature of Contact Person: R. Valore Date: 2/7/14

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

- 1). You must present to the Chief of Police or his designee your plan for parking and traffic control. You must state in this plan whether or not police or private security personnel will be needed to direct and handle traffic and parking.
- 2). If the event is to have outdoor music, a written statement will be required from the applicant stating that the applicant will comply with the noise ordinance of the City of Ridgeland, MS.
- 3). If there is a need for Police Department and/or Public Works Department personnel to work in controlling the special event, the applicant will agree in writing to pay this cost.
- 4). The applicant may be required to post a bond in the minimum amount of One Thousand Dollars (\$1,000.00) with the City Clerk. This is to insure that the event area is immediately cleaned up after its conclusion, and any City employee who works overtime as a result of the special event, will be compensated from the bond proceeds.
- 5). Submit the above application and information to the City Clerk with a non-refundable filing fee of One Hundred Dollars (\$100.00).

☒ Approved Chief of Police/or Designee [Signature]
☐ Denied Date: 2-24-14

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

Ridgeland Police Department
Application for
PERMIT to PLAY ON PREMISES MUSIC

Date of Application: 2/7/14

Permit Applicant: RICK VALORE ON BEHALF OF 200 MILLION FLOWERS

Applicant Address: 128 N. MAPLE ST. Phone #: 601 709-9007

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

Name of Business: 200 MILLION FLOWERS

Business Address: 128 N. MAPLE ST RIDGELAND, MS

Business Telephone: 601 709-9007

Date(s) of Activity: APRIL 26, 2014 to APRIL 26, 2014

Hours of Operation: 8:00 AM to 11:00 AM

Maximum Noise Level, in decibels, to be emitted at the nearest boundary of the premises: 80

Description of premises where activity is scheduled: THE PREMISES IS THE LAW OFFICE
OF ROBERTSON + ASSOC. - A FREE STANDING TWO-STORY STRUCTURE

Provide any facts that would show the activity for which the permit is requested would not disturb the peace of any family or person within the area into which sound shall carry: THE INTENT IS TO
HAVE BACKGROUND MUSIC FOR THE PARTICIPANTS + TO BE ABLE TO
START THE RACE + ANNOUNCE WINNERS AFTERWARDS.
WE CAN CHECK DECIBEL LEVELS AT THE BOUNDARIES OF THE PROPERTY

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

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

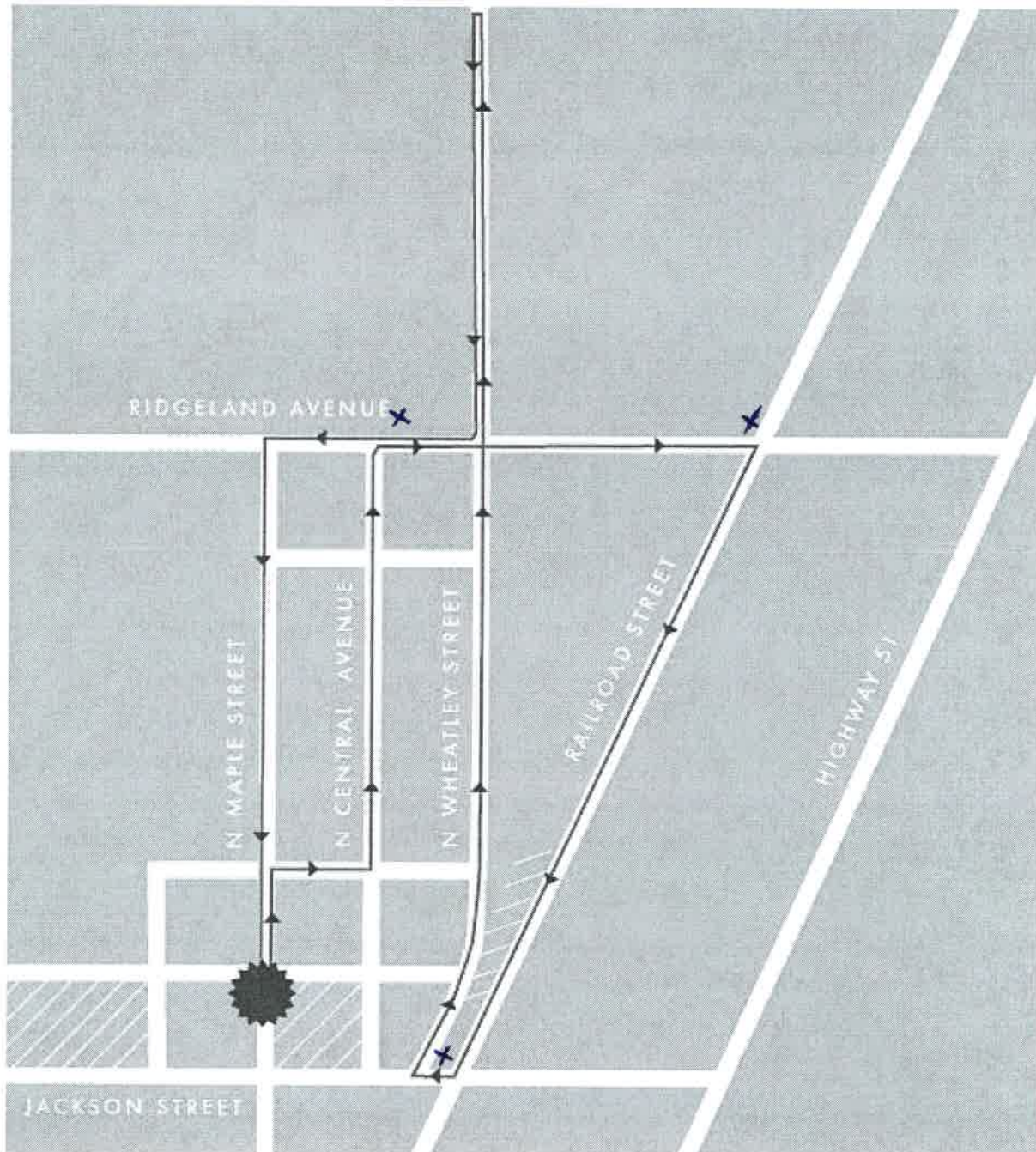
Rick Valore
Applicants Signature

2/7/14
Date

☒ APPROVED
☐ DENIED

Chief of Police or Designee
Date 2-24-14

[Signature]



MOTORCYCLE LEADING THE RACE.

[http://events.constantcontact.com/register/event?
llr=vajbmvjab&oeidk=a07e73x0suz9a55abcc](http://events.constantcontact.com/register/event?llr=vajbmvjab&oeidk=a07e73x0suz9a55abcc)

- [Contact \(/contact\)](#)
- [Newsroom \(/newsroom\)](#)



CONTACT:

Rick Valore
200 Million Flowers
601.709.9007
601.790.1144
rick@200millionflowers.org (<mailto:rick@200millionflowers.org>)

Vanessa Sceroler
200 Million Flowers
601.790.1144
Vanessa@200millionflowers.org (<mailto:Vanessa@200millionflowers.org>)

2014 AWARDS:

5K Overall Male and Female Winners	\$200
5k Overall Male and Female Second Place	\$100
5K Overall Male and Female Third Place	\$50
5k Under 10 Male and Female Winners	Medals/Flowers
5k Ages 11-14 Male and Female Winners	Medals/Flowers
5k Ages 15-19 Male and Female Winners	Medals/Flowers
5k Ages 20-29 Male and Female Winners	Medals/Flowers
5k Ages 30-39 Male and Female Winners	Medals/Flowers
5k Ages 40-49 Male and Female Winners	Medals/Flowers
5k Ages 50-59 Male and Female Winners	Medals/Flowers
5k Ages 60 and Up Male and Female Winners	Medals/Flowers
5K Walk Male and Female Winners	Gift Cards
1 Mile Fun Run Male and Female Winners	Gift Cards
1 Mile Participants	Medals

Registration for this event is \$30, and you will need a credit card or PayPal account for online registration. For mail in registration, download the form [HERE](#) and send to:

200 Million Flowers
Five K for the Fatherless
128 North Maple Street, Ste A
Ridgeland, Mississippi 39157

If you are unable to participate, but would still like to contribute to this cause, you can [make a donation online \(https://200millionflowers.cleverdonations.com/donations/\)](https://200millionflowers.cleverdonations.com/donations/).



200
MILLIONFLOWERS

200 MILLION FLOWERS

128 N. Maple St., Ste. A
Ridgeland, MS 39157

BankPlus
4450 Old Canton Rd., Ste. A
Jackson, MS 39211
85-194-653

2/7/2014

PAY TO THE ORDER OF City of Ridgeland

\$ **100.00

One Hundred and 00/100*****

DOLLARS

City of Ridgeland
PO Box 217
Ridgeland, MS 39158

[Signature]
AUTHORIZED SIGNATURE

MEMO Five K for the Fatherless 4/26/14- Charity Even

⑈001383⑈ ⑆065301948⑆4820⑈4185⑈82⑈

200 MILLION FLOWERS
City of Ridgeland

2/7/2014

1383

100.00

Operating Account Five K for the Fatherless 4/26/14- Charity Even

100.00



February 7, 2014

Dear City Officials:

On behalf of 200 Million Flowers Inc, I am pleased to present to you an Application for Special Events Permit for the purposes of a charity 5k run. Please find enclosed our proposed route for the run.

In addition per the requirements of the application below are the listed components of our plan to conduct a safe race beneficial to the participants as well as the City.

Plan for Parking: We will utilize the parking lots of the office buildings located on Maple Street. In addition we plan to ask permission from First Baptist Church to use their parking lot. Also the public parking by the railroad tracks will be used.

Traffic: We request 4 police officer to help direct traffic when runners are crossing major roads such as Ridgeland Ave.

Restrooms: We will have adequate restrooms through use of port-a-jons to meet the required ratio of persons to facilities

Clean Up: We will have volunteers who will clean up all signs, aid stations, and any litter immediately after the race

EMT/Aid Stations: We will have EMT's on duty, and will have the recommended number of aid stations throughout the course.

Thank you for your consideration. We look forward to partnering with the City as we promote this worthy cause of Orphan Care and Adoption. Please feel free to contact me with any questions.

Best,

Rick Valore – Executive Director

200 Million Flowers, Inc. 601 709-9007



police department

February 24, 2014

TO: Mayor & Board of Aldermen

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

SUBJECT: Special Event Permit – Titan Trot 5K run/walk

I have attached a request for a Special Events Permit from Jan Richardson with the Ridgeland High School PTO and Marci Williams with the Old Towne Middle School PTO. The event is the Titan Trot and is scheduled for Saturday, March 29, 2014. The event is a 5K run/walk and a 1 mile fun run. The event will begin at 0730 hours and end at 1100 hours.

The start/finish line will be at Ridgeland High. The 5K race will take runners south on Sunnybrook Rd. to Old Towne Middle School and back to the high school. The fun run will not leave the high school campus.

Jan is estimating a crowd of 400. Arrangements have been made to have girl scouts and boy scouts set and clean-up. The parents of these scouts will supervise them and will man the water stations on the race course.

This event will not generate overtime for the Police Department. The race route will only use Sunnybrook Road and the shift will be able to handle the event. The on duty motor officer will oversee the event.

Included in the packet are two (2) checks totaling \$100 per the filing fee. Also included is a request for Permit to Play on Premises Music at the High School.

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

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

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

City of Ridgeland
Application for
SPECIAL EVENTS PERMIT

Name & Address

Of

Individual/Business:

Ridgeland High PTO, DTMS PTO, Highland
+ Ann Smith
PTO

Type of Event:

(Details) 5K and 1 mile fun run.

Location of Event:

Ridgeland High School
586 Sunnybrook Rd

Date(s) of Event:

March 29, 2014 to —

Hours of Event:

7:30 a.m. to 10:45 am.

Estimated Crowd Size:

400

What arrangements will be made for adequate restroom facilities: Yes - High School

What arrangements will be made for clean-up at completion of event: Yes - girl scout,

Boy Scout, Volunteer Club + Parents will supervise + conduct clean-up.

Contact Person: Marc Williams / Jan Richardson

Phone: 601 953-8665 / 601 665-3364
marc w.

Signature of Contact Person: Jan Richardson

Date: Feb 12, 2014

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

- 1). You must present to the Chief of Police or his designee your plan for parking and traffic control. You must state in this plan whether or not police or private security personnel will be needed to direct and handle traffic and parking.
- 2). If the event is to have outdoor music, a written statement will be required from the applicant stating that the applicant will comply with the noise ordinance of the City of Ridgeland, MS.
- 3). If there is a need for Police Department and/or Public Works Department personnel to work in controlling the special event, the applicant will agree in writing to pay this cost.
- 4). The applicant may be required to post a bond in the minimum amount of One Thousand Dollars (\$1,000.00) with the City Clerk. This is to insure that the event area is immediately cleaned up after its conclusion, and any City employee who works overtime as a result of the special event, will be compensated from the bond proceeds.
- 5). Submit the above application and information to the City Clerk with a non-refundable filing fee of One Hundred Dollars (\$100.00).

☒ Approved Chief of Police/or Designee [Signature]

☐ Denied Date: 2-25-14

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

Ridgeland Police Department
Application for
PERMIT to PLAY ON PREMISES MUSIC

Date of Application: Feb 12, 2014
Permit Applicant: Jan Richardson - as RHS PTO
Applicant Address: _____ Phone #: _____
Name of Individual Responsible for On-Premises Activity: _____
(This person must be present at all times)
Name of Business: Ridgeland High PTO
Business Address: 586 Sunnybrook Rd
Business Telephone: 601953 8665
Date(s) of Activity: March 29, 2014 to _____
Hours of Operation: 8:00 a.m. to 10:45 a.m.
Maximum Noise Level, in decibels, to be emitted at the nearest boundary of the premises: 70
Description of premises where activity is scheduled: Ridgeland High School

Provide any facts that would show the activity for which the permit is requested would not disturb the peace of any family or person within the area into which sound shall carry: Event will be held at Ridgeland High. No neighboring residents due to campus size & their distance from campus.

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

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

Applicants Signature _____

☒ APPROVED
☐ DENIED

Chief of Police or Designee _____
Date 2-24-14

Date _____

JRH

Titan Trot 5K and Fun Run MARCH 29, 2014

2/12/14 2:03 PM

- 1) Parking-Participants will use parking lots at Ridgeland High School. We plan to have self-park.
- 2) We may have outdoor music, limited to start and finish line area close to the school not to exceed 80 decibiles.
- 3) Police are requested for traffic control during the 5K and 1-mile fun run to keep runners safe from vehicular traffic.
- 4) There will be two water stations. Volunteers, including parents, a Girl Scout troop, a Boy Scout troop and Volunteer Club, and PTO members will ensure that the course is cleaned after the race.

Race Course:

5K

Start #1 Ridgeland High School. Proceed towards Sunnybrook Road. #2 Take a left and head south on road to Olde Towne Middle School. #3 Loop through OTMS front parking lot.

#4 Take a right out of OTMS and head North on Sunnybrook Rd on sidewalk-trail until it ends. Continue on Sunnybrook Rd. to Ridgeland High School.

#5 Take a right into the school #6 At end of Titan Lane take a right and continue around high school. Take right #7 to continue. #8 Cross finish line.

1-Mile Fun Run

Start #1. Proceed on Titan Circle towards Sunnybrook Rd. Circle around Ridgeland High sign and return up Titan Circle towards #6. Proceed to #7 and #8 to finish line. This course remains on RHS campus except for loop around the sign at the intersection of Titan Circle and Sunnybrook.

Race Times:

8:00 a.m. Registration Opens

9:00 a.m. Fun Run

Approximately 9:20-5K Run/Walk Start

Course should be clear by 10:45 a.m. (possibly earlier).

HIGHLAND ELEMENTARY SCHOOL PTO
330 BRAME ROAD
RIDGELAND, MS 39157

02-11

2463

85-194/53

DATE 1/21/14

PAY TO THE ORDER OF City of Ridgeland

\$ 25.00

Twenty-Five & 00/100

DOLLARS

Security
Printed on
Back

BankPlus

It's more than a name. It's a promise.

Carrie C. Blount
Jan Richardson

FOR Titan Trot

⑈002463⑈ ⑈065301948⑈ 4020325751⑈

JAN M. RICHARDSON
322 INDIAN GATE CIRCLE
RIDGELAND, MS 39157

06/08

1113

DATE Feb 12, 2014

85-178/42

PAY TO THE ORDER OF

City of Ridgeland
Seventy-Five & 00/100

\$ 75.00

DOLLARS

BANKFIRST

701 Lakeview Drive - Ridgeland, MS 39157

Titan Trot-Permit

Jan Richardson

MP

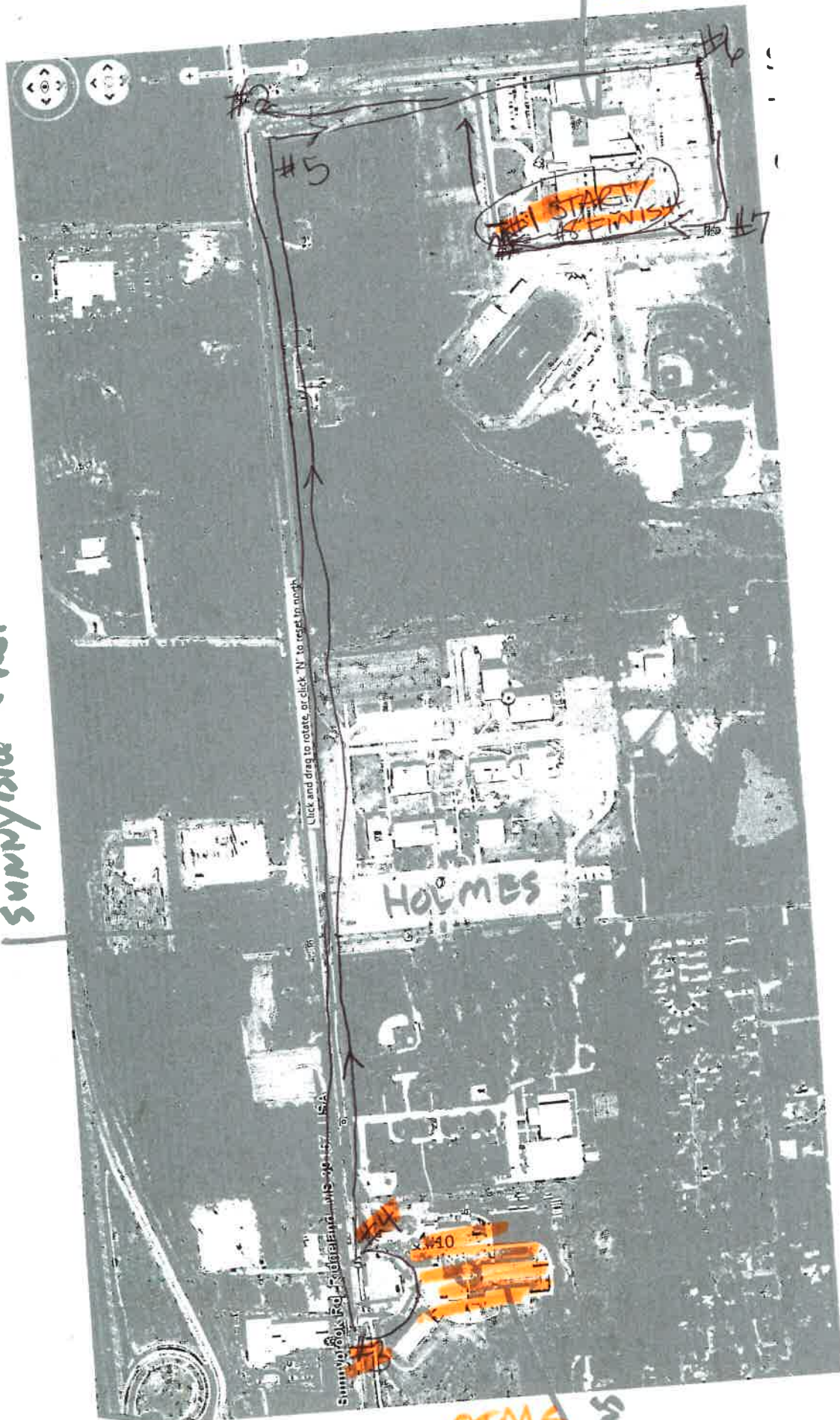
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Sponsor: RIDGELAND
SCHOOL PTOS

TITAN TROT
MARCH 29, 2014

RHS

Sunnybrook Rd.



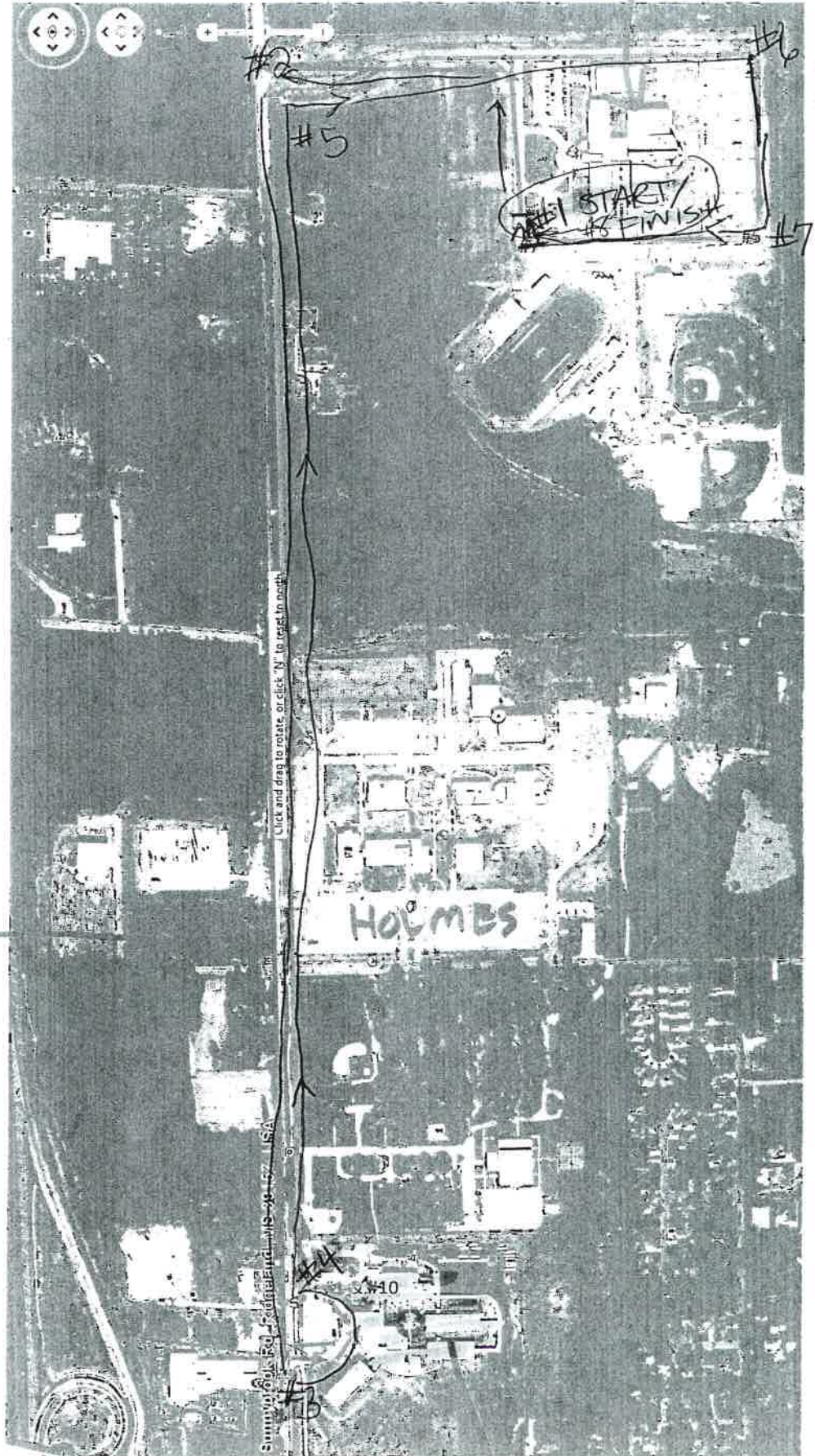
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Sponsor: RIDGELAND
SCHOOL PTOS

TITAN TROT
MARCH 29, 2014

RHS

Sunnybrook Rd.



MEMORANDUM

To: Mayor and Board of Aldermen

From: Alan Hart, Director
Community Development Department

Mike McCollum, Director
Public Works Department

Date: February 26, 2014

Re: Site / Architectural Review:

RENAISSANCE RESTAURANT (RENAISSANCE AT COLONY PARK)

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

The Architectural Review Board met in accordance with the Architectural Review Ordinance at its regularly scheduled meeting on February 25, 2014 and recommended approval of the project as submitted.

Thank you for your consideration of this matter. Please contact me if you have any questions.

mailing address: p.o. box 217 • ridgeland, ms 39158
street address: 304 highway 51 • ridgeland, ms 39157
ph: 601.856.7113 • www.ridgelandms.org

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

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

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

A meeting of the Architectural Review Board of the City of Ridgeland, Mississippi, (the "Board"), was duly called, held, and conducted on Tuesday February 25, 2014 at 6:00 o'clock P.M. in the Ridgeland City Hall in the City of Ridgeland, Madison County, Mississippi.

.....

The following members were present, to-wit:

Bill Dicken, Chairman
Connie Suber
Tom Bobbitt
Alex Ross
Karen Bishop

Members Absent:

Donald Pendergrast
Ron Blaylock
Glenn Ray

Also attending:

Matthew Dodd, City Planner

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

The first item on the agenda was **NOGGINS**. The project was presented by **Mr. Clint Herring of Kerioth Corp.** The project is located in the **Township at Colony Park Development**. The Applicant is requesting approval to their proposed storefront elevations.

Chairman Dicken opened the floor for a motion. Tom Bobbitt made a motion to approve the project as a "minor" agenda item. Alex Ross seconded the motion and a vote was taken thereon as follows:

Alex Ross	Aye
Tom Bobbitt	Aye
Ron Blaylock	Absent
Donald Pendergrast	Absent
Karen Bishop	Aye
Glenn Ray	Absent
Connie Suber	Aye

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

The next item on the agenda was **RENAISSANCE RESTAURANT**. The project was presented by **Mr. Alan Grant** of **Dean and Dean Architects**. The project is located in the **Renaissance at Colony Park Development**. The Applicant is requesting approval to their proposed storefront elevations.

Chairman Dicken opened the floor for a motion. Alex Ross made a motion to approve the project as a "major" agenda item. Tom Bobbitt seconded the motion and a vote was taken thereon as follows:

Alex Ross	Aye
Tom Bobbitt	Aye
Ron Blaylock	Absent
Donald Pendergrast	Absent
Karen Bishop	Aye
Glenn Ray	Absent
Connie Suber	Aye

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

The next item on the agenda was **CHEVRON**. The project was presented by **Mr. Daniel Wooldridge, Architect**. The project is located on the corner of **Lake Harbour Drive** and **Pear Orchard Road**. The Applicant is requesting approval to expand their existing convenience store.

Chairman Dicken opened the floor for a motion. Karen Bishop made a motion to approve the project as a "minor" agenda item. Connie Suber seconded the motion and a vote was taken thereon as follows:

Alex Ross	Aye
Tom Bobbitt	Aye
Ron Blaylock	Absent
Donald Pendergrast	Absent
Karen Bishop	Aye
Glenn Ray	Absent
Connie Suber	Aye

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

The last item on the agenda was the **KROGER FUEL CENTER**. The project was presented by a **Kroger Representative**. The project is located off of **E. County Line Road**. The Applicant is requesting approval to construct a new restroom facility.

Chairman Dicken opened the floor for a motion. Karen Bishop made a motion to approve the project as a "minor" agenda item contingent upon the HVAC unit being

screened from view. Tom Bobbitt seconded the motion and a vote was taken thereon as follows:

Alex Ross	Aye
Tom Bobbitt	Aye
Ron Blaylock	Absent
Donald Pendergrast	Absent
Karen Bishop	Aye
Glenn Ray	Absent
Connie Suber	Aye

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

The minutes from the February 11, 2014 meeting were then read and approved by the board. There being no further business to come before the meeting, the meeting was adjourned.

Bill Dicken, Chairman

ATTEST:

Connie Suber, Secretary

TEAM MEMBERS

S100	STRUCTURAL NOTES
S101	FOUNDATION FRAMING PLAN
S102	ROOF FRAMING PLAN
S201	FOUNDATION DETAILS
S301	STEEL DETAILS

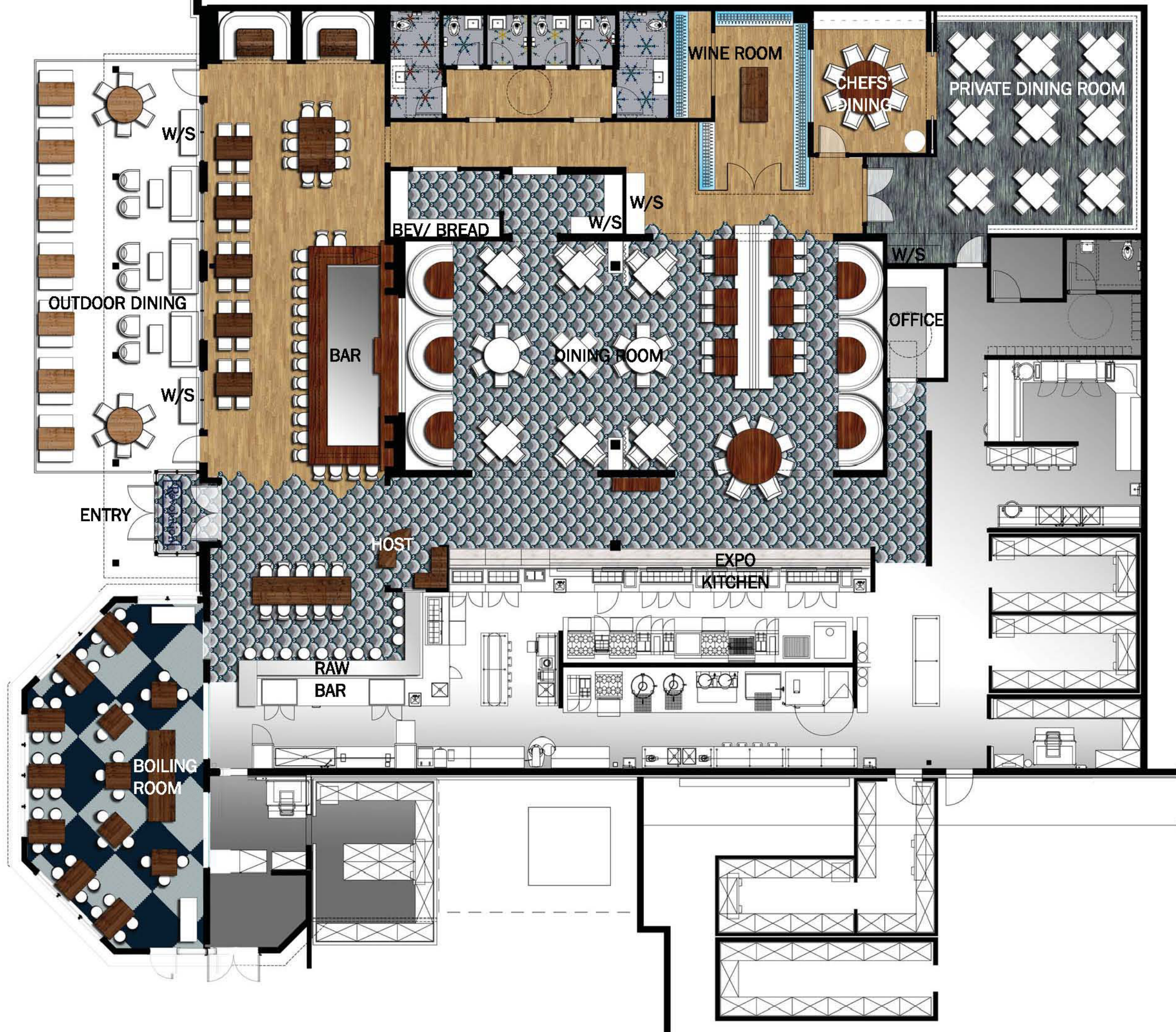


Renaissance
Restaurant











police department

February 24, 2014

TO: Mayor & Board of Aldermen
FROM: Jimmy R. Houston, Sr., Chief of Police
SUBJECT: Special Event Permit – On the Road to Health

I have attached a request for a Special Events Permit from Don Watson with the Voice of Calvary Ministries. The event is the 2nd annual “On the Road to Health” bike ride. The ride is scheduled for Saturday, April 26, 2014. The event will begin at 0700 hours and end at 1400 hours.

The event will begin at Old Trace Park. Riders will cross Post Road and get on the multi-purpose trail going to Overlook Point. Riders will then get on the Natchez Trace and go to mile marker 135, turn around and go back the same route.

Don is estimating a crowd of 100 riders. Members of the Voice of Calvary Ministries will clean-up after the event. Don will utilize the on-site facilities at Old Trace Park.

This event will not generate overtime for the Police Department. An on duty officer can help riders cross Post Road when the event starts.

Included in the packet is a check per the \$100 filing fee. Also included in the packet is a Facility Use Application for the Pearl River Valley Water Supply District.

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

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

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

Voice of Calvary Ministries

Operating Account
PO Box 10562
Jackson, MS 39289

BankPlus
www.BankPlus.net
85-194/653

12293

Date: 01/24/2014

Pay To
The Order Of City of Ridgeland

One Hundred Dollars

\$**100.00**

City of Ridgeland
PO Box 217
Ridgeland, MS 39158
United States

Phillip K. Reed
Margaret Johnson

⑈012293⑈ ⑆065301948⑆

4820255414⑈

Voice of Calvary Ministries
5414_CityofRidgeland—City of Ridgeland
Print As: City of Ridgeland

PO Box 217
Ridgeland, MS 39158

12293
BankPlus
BankPlus-Oper5414 5414
Date: 01/24/2014

Date	Bill #	Reference Number			
Acct	Memo	Department ID	Location	Amount Entered	Amount Paid
01/17/2014	011514				
7700--Taxes - Other	Special Events Permit - On the Road to Health	150	9999--Operating	\$100.00	\$100.00
Net Amount:					\$100.00



City of Ridgeland
Application for
SPECIAL EVENTS PERMIT

Name & Address Voice of Calvary Ministries
Of 531 W. Capitol Street, Jackson, MS 39203

Individual/Business: _____

Type of Event: (Details) Bike riding event to be staged at Old Trace Park and
proceeding to Overlook Point and north on the Natchez Trace
to mile marker 135 and back to Old Trace Park. The purpose of
the event is to emphasize exercise in a family oriented setting.

Location of Event: Old Trace Park, 141 Madison Landing, Ridgeland, MS

Date(s) of Event: April 26, 2014 to _____

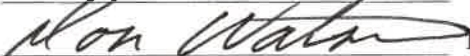
Hours of Event: 7:00am to 2:00pm

Estimated Crowd Size: 100 persons

What arrangements will be made for adequate restroom facilities: We will utilize restrooms at the
Old Trace Park and rest stop on the Natchez Trace.

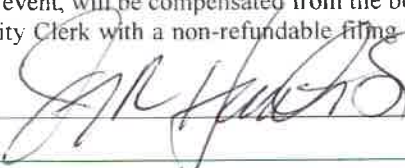
What arrangements will be made for clean-up at completion of event: We will clean up all sites.

Contact Person: Don Watson Phone: 601-317-4786

Signature of Contact Person:  Date: January 13, 2014

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

- 1). You must present to the Chief of Police or his designee your plan for parking and traffic control. You must state in this plan whether or not police or private security personnel will be needed to direct and handle traffic and parking.
- 2). If the event is to have outdoor music, a written statement will be required from the applicant stating that the applicant will comply with the noise ordinance of the City of Ridgeland, MS.
- 3). If there is a need for Police Department and/or Public Works Department personnel to work in controlling the special event, the applicant will agree in writing to pay this cost.
- 4). The applicant may be required to post a bond in the minimum amount of One Thousand Dollars (\$1,000.00) with the City Clerk. This is to insure that the event area is immediately cleaned up after its conclusion, and any City employee who works overtime as a result of the special event, will be compensated from the bond proceeds.
- 5). Submit the above application and information to the City Clerk with a non-refundable filing fee of One Hundred Dollars (\$100.00).

☒ Approved Chief of Police/or Designee 
☐ Denied Date: 2-25-14

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



FACILITY USE APPLICATION

1. Name of Facility: Old Trace Park Event Name: On the Road to Health Trace Ride
2. Date Requested April 26th, 2014 Time of Event: 7:00am To 2:00pm
3. Sponsoring Organization: Voice of Calvary Ministries
Address: 531 W. Capitol Street, Jackson, MS 39203
Contact Person: Donald E. Watson Contact Number: 601-317-4786
Email Address: dwatsonc230@bellsouth.net
4. How many people do you anticipate attending the event? 200 maximum
5. Will Concessions or Products be sold: Yes: _____ No: X
Will a Gate Fee be charged: Yes: _____ No: X
Will Service Fees be charged: Yes: _____ No: X
6. Will there be amplified music at event?
(not to exceed 90 decibels) Yes: _____ No: X
7. Will there be equipment / structures brought in for
set-up? Yes: X No: _____
8. State in detail the nature of the event. Please use map to show location of event and its activities within
the facility. The On the Road to Health Trace Ride is a family oriented special event centered around biking,
The purpose is to promote increased exercise as a family unit, healthier lifestyles, and focus on overall positive
outcomes. Bike rides will vary in length from 1-5 mile fun ride around Old Trace Park with the Extreme Challenge
Ride of 65 miles being held on the Natchez Trace.
9. State in detail your traffic control plan. Please use map to show details.
Parking will be at the Old Trace Park parking which has more than adequate parking.
10. State in detail your public toilet service plan:
There are restrooms at the Old Trace Park which will be used by participants.
11. Certificate of Liability Insurance is required. Must be submitted to the PRV Parks & Recreation
Department 10 days prior to event. (\$1Million minimum)
Attached.

PERMIT WILL NOT BE VALID WITHOUT THE FOLLOWING SIGNATURES:

City of Ridgeland Special Events Permit
OR Rankin County Sheriff's Department:

Chief Perry Waggener of the PRVWSD Reservoir Patrol:

PRVWSD Parks & Recreation Department:





February 24, 2014

MEMORANDUM

TO: Mayor & Board of Aldermen
FROM: Jimmy R. Houston, Sr., Chief of Police
SUBJECT: Surplus Property

I am requesting that the following items be declared surplus property:

Smith & Wesson model SW40VE serial # DWX6259 and one clip
FNH 40cal handgun model FNS-40 serial # GKU0032130
Ruger Model SR45 45cal Handgun Ser# 380-02243
Jimenez Model JA Nine 9mm Handgun Ser# 077154
Kustom handheld radar 100-1-342

Your consideration and approval of this request will be appreciated.

CC: EJ Wilkerson
Greg Phillips



public works

Memorandum

To: Mayor and Board of Alderman

From: Mike McCollum, Public Works Director

Date: February 26, 2014

Re: Amendments to the Operational Policy to Collect and Enforce Water and Sewer Charges

We request the Mayor and Board of Alderman approve the below changes to referenced policy regarding the following:

1. Cut-offs approved only by the Mayor, City Clerk, Public Works Director or Water Billing Supervisor.
2. Turning on the water: Once the application and user agreement are complete the water billing clerk will issue a work order to turn on the water and provide the Recycling Contractor the customer's information in order to include them in the Recycle Bank Program and deliver a container.
3. Discontinuation or transfer of Service
 - a. The customer makes a request to discontinue service
 - b. The Water Billing Clerk will issue a work order for a final read and cut off the meter and validate that the recycling container is still on the property
 - c. The customer pays for any outstanding balance (including the recycle container if missing)
 - d. The water billing clerk will refund the deposit to the customer
 - e. Transfer of service to another person's name is not permitted!
 - f. Water service is discontinued for all services showing zero consumption.
 - i. The water billing clerk establishes the list and attempts to contact the account holder to determine the reason for zero consumption. If contact is not made a work order is issued to discontinue service, validate the recycle container is there and inform Waste Management to pick up the container
4. V. Adjustments: (Sanitary Sewer Only)

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 - 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 • Scott Jones, cmo - ward 5 • Wesley Hamlin, cmo - ward 6

Operational policy to collect and enforce water and sewer charges:

I. Situation:

The Mayor and Board of Alderman of the City of Ridgeland have adopted an ORDINANCE FIXING WATER, SEWER, AND SANITATION RATES FOR THE CITY OF RIDGELAND, MISSISSIPPI AND FOR RELATED PURPOSES (200911), (200633) and (2000201)

The Mayor and Board of Aldermen of the City of Ridgeland have also adopted the PROPERTY MAINTENANCE CODE OF THE CITY OF RIDGELAND (APRIL 6, 2010) that sets forth regulations relating to Rental Inspections and connection/disconnection of water service.

II. Mission:

The City of Ridgeland Public Works, Community Development, Administration, Police and Fire Department will enforce the provisions of these Ordinances (200911), (200633) and (2000201) in order to ensure the highest level of service and financial responsibility to pay capital, maintenance and operational expenses to run the water, sewer and solid waste systems of the City as well as effectively administer the Rental Section of the Property Maintenance Code of the City of Ridgeland with respect to its relationship with water service. (201002)

III. Execution

The Administration Department shall bill, collect all fees and other charges related to the use of water, sewer and solid waste. (See Annex A for a Schedule of fees and Charges.) The Public Works Department will start the billing cycle by reading the meters on the 2nd or 3rd Monday and Tuesday of the month which ever is closer to the 15th of each month. . They will complete all re-reads and tamper lists on the Wednesday or Thursday after meters are read. Water Billing will mail utility and sanitation bills on the 1st day work day of the month. Payment of the utility bill is due 14 days from the billing date (the due date is between the 15th and 19th of the month). All payments not received on or before the due date are considered delinquent and charged and automatic 10% penalty. The penalty is assessed on the next business day following the “Due Date”. Water Billing will mail delinquent notices the day after the due date on accounts that are 60 days or more in arrears. This notice gives the date service is discontinued for non payment. The due date on the delinquent notice is on Friday of the next week after the notice is mailed. The customer is allowed to pay the past due amount of the delinquent notice until 5:00pm on the due date. Cut off day is the following Monday or Tuesday. A \$25.00 reconnection fee is assessed on all accounts that are cut off prior to 7:00 am on cut off day.

The City will disconnect service on the date specified in the late notice without further notice to the customer. **No water will be cut off on Friday or the day before any City of Ridgeland Holiday.** The City will cut the water service back on the same business day so long as all payments are received no later than 4:45 pm that same day. All customers are assessed a \$40.00 reconnection fee for request to turn water on after 4:45 pm or any time on a City of Ridgeland Holiday or Saturday or Sunday when approved by the Mayor, City Clerk, Public Works Director or Water Billing Supervisor. Customers must request turn on from the Ridgeland Police Department during these times at 601-856-4646. The Police Department will call the Water Billing Supervisor to determine if the bill is paid. If the bill is paid the Water Billing Supervisor will contact "On Call" personnel to turn on the water.

The City will charge a \$30.00 fee for all checks returned for non sufficient funds (NSF) or closed accounts. All customers who pay with two NSF checks must pay by cash or money order only from that point forward. Water Billing will inform the customer of NSF checks with a door tag notice with a due date. If the bill and NSF fees are not paid by the due date water service is cut off and a \$25.00 reconnection fee is charge to the customers account.

The customer must make payments or satisfactory arrangements before 5:00 PM on cut off day to avoid interruption of service.

IV. Applying for service

- a. Existing Services: All customers must apply for service and pay the required deposit any outstanding balance due on any pre-existing account in their name by requesting it at the Water Billing Department. The following documents are required from the customer:
 - i. User Agreement
 - ii. The Administration Department shall collect Lease Agreements, Rental Agreements, or other Legal Documents declaring the arrangement of occupancy of the residence whereby the occupant is not the Owner as declared by Warranty Deed. The Administration Department shall scan a copy for Water Billing records and forward a copy to the Community Development Department for further coordination with the rental inspection program. The Administration Department shall notify the Public Works Department in the event water service needs to be disconnected after being notified by the Community Development Department that there is a clear violation of Section 112 of the Property Maintenance Code of the City of Ridgeland.

Turning on the water: Once the application and user agreement are complete the water billing clerk will issue a work order to turn on the water and provide the Recycling Contractor and the customer's

information in order to include them in the Recycle Bank Program and deliver a container.

- b. **New Services:** All application for new services starts in the Community Development Department. All fees to include taps, tie-ons, road bores, base charges, tax and deposits are collect at the time the permit application is completed. The Community Development Department will provide a copy of the permit to Water Billing to input the information into the billing system. They will also provide Public Works a copy of the permit application to issue a work order to install the service. **Only the owner of the property may apply for a new service.**

V. Discontinuation or transfer of Service

- a. **The customer makes a request to discontinue service**
- b. **The Water Billing clerk will issue a work order for a final read and cut off the meter and validate that the recycling container is still on the property**
- c. **The customer pays for any outstanding balance (including the recycle container if missing)**
- d. **The water billing clerk will refund the deposit to the customer**
- e. **Transfer of service to another person's name is not permitted!**
- f. **Water service is discontinued for all services showing zero consumptions**
 - i. **The water billing clerk establishes the list and attempts to contact the account holder to determine the reason for zero consumption. If contact is not made a work order is issued to discontinue service, validate the recycle container is there and inform waste management to pick up the container**

V. Adjustments: (Sanitary Sewer Only) Adjustments are given for the following reasons:

1. Errors in the water meter readings or data incorrectly imputed to into the computer system
2. Leaks on the customer's water system plumbing for which proof of repair is presented and inspection by the Public Works Department.
3. The City Utility billing supervisor will consider adjustment of water bills that exceed the average of the previous two months by fifty percent. The Public Works Director or City Clerk must approve adjustment request that are less than 50% of the average on a case by case basis.
4. The customer must file an application requesting a sewer fee adjustment (See Attachment B). The customer must present a plumbers bill or written statement that the leak was repaired. In the case were a customer repairs the leak a copy of repair parts receipts is considered proof. Before an adjustment is approved a representative

from the Public Works Department will make an inspection to determine that the leak was not caused by negligence on the part of the customer and that the leak was in fact repaired.

If the City approves an adjustment the customer will pay the cost of the average monthly bill, plus on half of the amount from the leak. The Utility billing supervisor will deduct the remaining one half of the bill. The City will not consider bill for adjustment that exceed 90 days past the original due date or more than two adjustments in a 365 day period. The Utility Billing Supervisor will compute the adjustment using the form provided in attachment B. The Utility Billing Supervisor, plus either the Public Works Director or City Clerk must sign the form approving an adjustment. The Utility Billing Supervisor will maintain a digital copy of the request and computation form.

VI. Sewer Fee Exception:

1. Any person may request relief from the sewer fee by making a written application to the City.
2. Users of the water and sewer service, after filing written application, may receive authorization for a sewer fee adjustment if it is determined that the water consumption is not being disposed of in the City sewer system.
3. Users authorized a sewer fee adjustment shall be required to file an application for a separate water meter and the regulation/policy for installation of the separate meter shall apply. The sewer fee shall not be calculated for this separate meter.
4. This procedure does not provide for retroactive sewer fee adjustments for sewer fees incurred prior to installation of a second meter.

VII. Two Meter Installations:

1. The installation of a second meter for the purpose of measuring water usage on which sewer fees will not be applied is authorized.
2. This will be authorized when the waste water will not be introduced into the City's sanitary sewer system, but will be discharged onto the ground or into the City's storm drainage system. Examples of water users fitting this description are flower nurseries and car washes.
3. The charges for installation will depend on whether the additional meter is a split service or an additional line installation. This determination is made by the customer.
4. The additional service line installation is more expensive and the difference in cost will be fully explained to the customer.
5. The additional service line installation will normally be made if there is not enough pressure or volume on the current meter service line to satisfy the customer's need.

6. Additional meters will be installed only upon approval of the Public Works Director.
7. The installation agreement for additional meters gives the City the right to go upon the customer's property at any time for inspection to insure proper installation.
8. The manipulation of water meters and water lines so water is used and introduced into the City's sanitary sewer system without being charged sewer fees is illegal and violators will be prosecuted.

VIII. Administrative Corrections:

1. The Utility Billing Supervisor has the discretion to make clerical corrections to obvious Meter Reader transpositions of meter readings.
2. This policy is not intended to prohibit clerical corrections.
3. Administrative corrections need only the approval of the Director of Finance and Administration.

IX. Administrative Hearing:

1. It is the intent of the Mayor and Board of Alderman to provide for an Administrative Hearing in order for a utility customer to contest to accuracy of their utility bill in accordance with the case of Memphis Light, Gas, and Water Division, et al. v. Craft.
2. In accordance with this decision, a notice is placed on the back of utility second notices styled "Notice as to Termination of Water and Sewer Service" (Attachment C). This notice advises utility customers of the opportunity to request an administrative hearing in order to contest the administrative hearing in order to contest the accuracy of their utility bill.
3. In accordance with the Supreme Court decision, this administrative hearing may be conducted by anyone with the authority to adjust the utility bill who is not a member of the utility section of the City.
4. For the City of Ridgeland, the participants in an administrative hearing will be composed of a representative from the Department of Finance and Administration and a representative from the Public Works Department. The authorized representatives from the Finance Department include: the Director of Finance and Administration or the Deputy Director of Administration. The authorized representatives from the Public Works Department include: the Director of the Public Works department or the Assistant Director of the Public Works Department.

X. Specified Tasks

The Public Works Department shall read and re-read (as required) all water meters as stated by this policy. It will discontinue and re-establish service, as requested by the Administration Department. The Public Works Department will

make all water and sewer taps and tie-on upon receipt of a work order from the Community Development Department or the Administrative Department of the City of Ridgeland. All tap and tie-on fees shall be approved by the Public Works Director or his designee before the work order is issued. It will re-establish service after hours for non-payment by on-call personnel upon request by the Mayor, City Clerk, Public Works Director or Water Billing Supervisor and provide the information to the Administrative Department the next business day in order to verify payment. It will validate that the recycling container is present at single family homes during establishment and discontinuation of service and report its findings to the Water Billing Supervisor.

The Public Works Department shall provide a copy of all on-call personnel to the Police Department. The Public Works Director with the concurrence of the City Clerk will set the fees for the fiscal year for water, sewer and solid waste in accordance with the ordinances approved by the Mayor and Board of Alderman and provide a copy to water billing no later than September 30th of each year. The Community Development Department shall collect all deposits, base charges, tap, and tie-on fees for all new water and sewer services. It will request a work order at the Public Works Department for the work to be done once all fees are paid. Community Development will provide all account information to the Administration Department (Water Billing) before any work orders are issued. All water and sewer tap and tie-on fees shall be approved by the Public Works Director or his designee. The Community Development Department shall be responsible for enforcement of Section 112 of the Property Maintenance Code of the City of Ridgeland and notify the Administration Department in the event that water services need to be disconnected for failure to comply with the requirements of the Ordinance.

The Police Department is the after hours point of contact for emergency work regarding water, sanitary sewer, storm sewer, and road problems. If a customer calls the Police Department to reconnect water service between the hours of 1700 to 0800 Monday thru Friday, Saturday, Sunday or City Holiday they must inform the customer of the \$40.00 reconnection charge.

The Administration (Water Billing) will bill, collect fees, establish and discontinue service for water and sanitary sewer. It will also provide a monthly customer count to the waste and recycling contractor. They will also inform the recycling contractor of locations where a recycling container is required. The Water Billing Clerk will also withhold a customer's deposit until the Public Works Department validates the recycling container is still located at that address. They will then notify Waste Management to remove the recycling container once the deposit is refunded.

Coordinating Instructions:

-The Public Works Director shall provide personnel and equipment to conduct the meter reading process on the 1st work day of each month (after billing for the previous month) at 0730 and shall continue this process each work day until the Water Billing Clerk releases them. These personnel will report to the Water Billing Division to receive work orders and equipment.

The Water Billing Division will make adjustments to water bill based on the following criteria:

1. If the customer proves that there was a leak and it has been repaired an average of the prior three months use will be used to establish water consumption. There will be only two adjustments for leaks allowed per 365 day period. For new customers that prove they had a leak and it was repaired they will be charge based on a daily average.
2. For customers whose meter was misread by the City in the City's favor their meter will immediately be re-read and a credit or refund issued for the reflecting actual amount of water Consumed. Late fees shall be waived using the following criteria
 - Bills were mailed or to the wrong address.
 - The customer is appealing the amount of his bill to the Mayor and Board of Alderman
 - There was a mistake on the City's part in reading the water meter.
4. The purpose of the administrative hearing is to receive witnesses and evidence to support the customer's protest. The customer may be represented by an attorney.
5. The City's representatives at the administrative hearing will attempt to resolve the matter in the favor of the citizen, but without violating City Ordinances, policies, procedures, or guidelines.
6. The Customer will be advised of the option to have their water meter tested by placing a deposit of \$50.00 with the Utility Billing Office. If the meter is found to be reading incorrectly, the deposit will be refunded and the meter repaired or replaced. If the meter is reading correctly, the deposit will be retained by the City as a charge for service.
7. The Water billing division will scan and attach all requests for adjustments to the customer's account.

XI. . Service Support:

Each Department shall use its standard allocation of personnel and equipment to perform and assigned or implied tasks.

XII. Supervision and Communication:

Supervision

The Public Works Director shall have supervisory control of all personnel in the Public Works Department and provide technical advice on the operation of the Water Billing Division of the Administrative Department. Meter Readers shall be under the operational control of the Water Billing Clerk during the meter reading process. The City Clerk shall have supervisory control of all personnel in the Water Billing Division and will request any additional manpower or equipment from the Public Works Director in order to complete the meter reading process in a timely manner.

**Annex A
(Schedule of Charges)**

Water Base Charges

See attached spreadsheet

Note: State sales tax shall be added to all Base Charges.

* Dinsmor \$150.00, Windrush \$705.00 and Old Agency Village \$112.50

Sewer Base Charges

\$1,500 square feet of building = one unit		\$300.00 per unit *
Apartment		\$225 per Unit

*Old Agency Village \$112.50

Water and Sewer Use Fees (Ordinance #200201)

Deposit 5/8" and 3/4" meters	Each residential and commercial unit	\$50.00 per residential and \$75 per commercial unit.
Deposit 1" meters	All	\$75.00
Deposit 2"	All	\$250.00
Surcharge (capital fire)		Gross floor area per building-3500/2 X \$0.03/square foot
Water minimum charge	Water meters serving one residence/business	\$3.00 per month plus \$1.72 per 1,000.00 gallons metered
Water minimum Charge	Water meters serving more than one residence/business	Number of residential / commercial units X \$3.00 per month plus \$1.72 per 1,000.00 gallons metered
*Sewer Service	Sewer serving one residence/business	\$1.00 per month plus \$1.39 for City of Ridgeland Sewer and \$1.69 for regional sewer per 1,000.00 gallons of metered water. . See Ordinance #200911
*Sewer Service	Sewer serving more than one residence/business	Number of residential and commercial units X 1.00

		per month plus \$1.39 for City of Ridgeland Sewer and \$1.69 for regional sewer per 1,000.00 gallons of metered water. See Ordinance #200911
--	--	--

*Increases 2% per year

*Lawn Irrigation Systems are exempt for paying sewer charges

Notes:

- Water and sewer use rates for customers outside the corporate limits are charged 150% more than users in the corporate limits

Water Tap and Tie-on Fees (Ordinance #200711 and spreadsheet on fees)

Note: Add 7% sales tax on all tap and tie-on fees.

Sewer Tap and Tie-on Fees

	Tap	Tie-on
All	\$250.00	\$125.00

Solid Waste and Recycling Fees

	Monthly Fee	Notes
Residential Garbage	\$11.34	
Lt. Commercial Garbage	\$16.71	
Recycling	\$5.85	Senior Citizens Exempt

ATTACHMENT B
CITY OF RIDGELAND
WATER LEAK ADJUSTMENT REQUEST

I. CUSTOMER INFORMATION

CUSTOMER NAME _____ ACCOUNT _____
ADDRESS _____

NOTE: LEAKY FAUCETS OR TOLIETS NOT SUBJECT TO ADJUSTMENTS

II. REPAIR INFORMATION

Date Repaired _____

PLUMBER'S CERTIFICATE ATTACHED: YES ___ NO ___ N/A ___

SELF REPAIR (BILLS SHOWING PARTS ATTACHED) YES ___ NO ___ N/A ___

OTHER INFORMATION _____

CUSTOMER SIGNATURE _____

RECEIVED BY _____

III. PUBLIC WORKS DEPARTMENT INSPECTION/RECOMMENDATION

ACTION TAKEN: _____ DATE REC'D _____

ADJUSTMENT RECOMMENDED: YES ___ NO ___ HANDLED BY: _____

ADJUSTMENT APPROVED BY

PUBLIC WORKS DIRECTOR: YES ___ NO ___ INITIAL _____ DATE _____

CITY CLERK YES ___ NO ___ INITIAL _____ DATE _____

IV. ADJUSTMENT CALCUATIONS

(A) DATE AND AMOUNT OF UTILITY BILL FOR WHICH
ADJUSTMENT IS REQUESTED:

DATE _____ (a) _____ (b) _____

(LESS 2 MO. FROM BELOW) (c) _____ (d) _____

TOTAL ADJUSTMENT (e) _____ (f) _____

ATTACHMENT C

(B) DATE AND AMOUNT OF 2 PREVIOUS BILLS:

	DATE	WATER CHARGES	SEWER CHARGES
(1)	_____	_____	_____
(2)	_____	_____	_____
TOTALS		_____	_____

TOTALS DIVIDED BY
2 FOR AVERAGE

(c) _____ (d) _____

(C) CUSTOMER TO PAY AVERAGE BILL PLUS ½ OF TOTAL ADJUSTMENT (e) AND (f)

(1) WATER: (e) _____ = _____
2

(2) SEWER: (f) _____ = _____

PLUS AVERAGE :(c) + _____ PLUS AVERAGE:

(d) + _____ NEW AMOUNT TO BE PAID _____ NEW
AMOUNT TO BE PAID _____

ADJUSTED WATER CHARGES: _____

ADJUSTED SEWER CHARGES: _____

GARBAGE FEE: _____

NEW TOTAL: _____

V. STAFF RECOMMENDATION

UT. BILLING SUPER.: YES ___ NO ___ INITIAL ___ DATE _____

DIR. PUBLIC WORKS: YES ___ NO ___ INITIAL ___ DATE _____

CITY CLERK : YES ___ NO ___ INITIAL ___ DATE _____

ATTACHEMENT D

NOTICE AS TO DISCONNECTION OF WATER AND SEWER SERVICE

Dear Customer:

You are hereby notified that according to the records of the City of Ridgeland, your account for water and sewer services is past due. Your service will be cut off on

_____.

ADMINISTRATIVE HEARING ALLOWED

The accuracy of this bill (no other matters with reference to your service) may be contested by you at an informal administrative hearing. You may present witnesses and evidence to support your protest. You may be represented by a layer if you so wish. If you desire such an administrative hearing please call the Utility Service Division at (601) 856-7113, located in the City Hall.

The request for a hearing must be filed with the City no later than three (3) days before the cut-off date shown above.

SOFTWARE AND HARDWARE SUPPORT SERVICES MAINTENANCE AGREEMENT

This Software and Hardware Support Services Maintenance Agreement (“**Support Agreement**”) is entered into effective this **18th** day of **February, 2014** (the “**Effective Date**”) by and between **City of Ridgeland**, located at **304 Hwy. 51, Ridgeland, MS 39157** (“**Customer**”), and Badger Meter, Inc., a Wisconsin corporation with its principal place of business located at 4545 West Brown Deer Road, Milwaukee, WI 53224 (“**Badger Meter**”). Under this Support Agreement, Customer and Badger Meter are referred to individually as a “**Party**” and collectively as the “**Parties**.”

I. RECITALS

- A. Customer has purchased Badger Meter Software (“**Software**”) and Badger Meter has granted Customer a license to use certain Badger Meter software pursuant to the terms of the Badger Meter Software License Agreement (the “**License Agreement**”).
- B. Customer may also have purchased a Badger Meter mobile meter reading hardware system, such as handheld data collectors, laptop computers or other mobile reading equipment (“**Hardware**”) for use with the Software. If so, this Support Agreement also covers Hardware as provided for herein.
- C. Customer desires to receive and Badger Meter agrees to provide certain support and maintenance services (collectively “**Support Services**”) for the Software and/or for the Hardware pursuant to the terms of this Support Agreement. Badger Meter.

II. TERMS AND CONDITIONS

- A. **Customer Software Support Services.** During the Term of this Support Agreement, Badger Meter agrees to provide Customer the support services (“**Software Support Services**”) related to the Software:
- B. **Badger Meter Customer Hardware Support Services.**
 - 1. **One Year Hardware Warranty.** Badger Meter agrees to provide Customer with support services for Hardware, as detailed in Schedule, under the one (1) year warranty included with the purchase of Hardware (“**Hardware Support Services**”).
 - 2. **Optional Extended Hardware Warranty.** Customer may elect to purchase up to four (4) years of extended warranty to cover the Hardware, for which Support Services will be provided according to Schedule 2 Badger Meter (“**Extended Hardware Warranty**”).
- C. **Professional Services.** Upon mutual agreement of the parties, Badger Meter will provide certain additional Software Support professional services (“**Professional Services**”) at Badger Meter’s then standard hourly and expense reimbursement rates. If Customer elects to purchase Professional Services, the Parties will prepare a Statement of Work setting forth a description of the Professional Services, the timeline for performance of the Professional Services, and the cost for the Professional Services. Each Statement of Work for Professional Services will incorporate all of the terms of this Support Agreement by reference.
- D. **Effective Date.** This term of this Support Agreement will commence on the Effective Date and continue for a period of **one (1) year** (“**Initial Support Term**”). At the end of the Initial Support Term, if renewed and paid for by Customer, the Support Agreement will renew for successive one-year terms, for Software Support Services as long as Badger Meter supports the Software, and for

Hardware Support Services for up to an additional four years after the end of the Initial Support Term (“**Renewal Support Term**”) unless earlier terminated in accordance with Section J (collectively, the “**Term**”). If Customer does not renew and later requests Support Services, prior to being eligible for Support Services, Customer must: 1) Pay prior unpaid Renewal Support Term years in full; and 2) send all Hardware to Badger Meter, at Customer's cost, for Badger Meter evaluation to confirm the Hardware is operational before Support Services are made available on a go-forward basis.

E. Payments to Badger Meter; Terms.

1. Customer must pay all applicable fees as invoiced.
2. Payment of Fees for the Renewal Support Terms. Badger Meter will notify Customer of fees due for any subsequent Renewal Support Term on an annual basis approximately ninety (90) days prior to the commencement of the anniversary of the Effective Date. To renew Support Services, Customer must at least submit a purchase order to Badger Meter if not pay the applicable fees for the upcoming Renewal Support Term, prior to the commencement of the applicable Renewal Support Term.
3. Interest. If Customer fails to pay an invoice when due, Badger Meter may charge interest on the unpaid balance at the rate of lesser of eighteen percent (18%) per annum or the maximum rate is allowable by law.
4. Taxes and Charges. In addition to the Fees, Customer agrees that it will be responsible to pay any taxes, government charges, surcharges or fees related to the purchase of services under this Support Agreement, except for taxes on Badger Meter's income.

F. Limitations on Support Services. This Support Agreement does not include Support Services for:

1. Software, products, data, or features not provided by Badger Meter or by its authorized representatives to Customer;
2. Modifications or alterations to the Software by Customer or a third party without the prior written consent of Badger Meter;
3. Failure by Customer to install or use the Software in accordance with the Documentation as defined in the Software Agreement;
4. Failure to replace earlier versions of the Software with updates and improvements provided to Customer within a reasonable amount of time after receipt;
5. Repair or restoration of Customer's data (unless the data loss is caused solely by Badger Meter while providing services to Customer and in such case, up to the point of the last Customer backup);
6. Software defects caused by Customer's negligence, misuse, misapplication, or use of the Software other than as specified in the Documentation; or
7. Using a version of the Software which is no longer supported by Badger Meter.

G. Customer's Obligations.

1. Access. During the Term of this Support Agreement, Customer will provide Badger Meter with reasonable access to Customer's copies of the Software to the extent necessary to enable Badger Meter to perform the Support Services.

2. Miscellaneous Costs. Customer will bear all reasonable costs associated with procuring, installing, and maintaining all equipment, telephone lines and communications interfaces necessary for Customer to obtain Support Services.
3. Customer Contacts. Customer will designate on **Schedule 3**, two (2) employees, including one primary contact, as its “**Customer Contacts**” to be generally available during the Coverage Hours defined in **Schedule 2**, in order to confer with Badger Meter regarding support-related issues. Customer must provide Badger Meter with the full name, work and cell phone numbers and email addresses for each of its Support Contacts. Customer will notify Badger Meter promptly of any changes in the Support Contacts. Badger Meter will provide technical support only to Customer’s Support Contacts.

H. **Express Limited Warranty.**

1. Express Limited Warranty. Badger Meter provides an express limited warranty that the Support Services will be performed in a professional manner consistent with industry standards for a period of the lesser of one year or the balance remaining on the applicable warranty from the performance of those Support Services. **EXCEPT FOR THIS EXPRESS LIMITED WARRANTY, BADGER METER MAKES NO OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES AS TO THE SUPPORT SERVICES. BADGER METER EXPRESSLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE SUPPORT SERVICES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR INDUSTRY PRACTICE. CUSTOMER ACKNOWLEDGES THAT NO THIRD PARTY, INCLUDING A BADGER METER DISTRIBUTOR, HAS THE AUTHORITY TO MAKE OR MODIFY THE TERMS OF THIS EXPRESS LIMITED WARRANTY ON BEHALF OF BADGER METER.**
2. LIMITATION OF LIABILITY; REMEDIES. **IN THE EVENT THAT BADGER METER FAILS TO PERFORM THE SUPPORT SERVICES IN ACCORDANCE WITH THE EXPRESS LIMITED WARRANTY, CUSTOMER’S EXCLUSIVE REMEDY WILL BE THAT BADGER METER WILL USE COMMERCIALY REASONABLE EFFORTS TO RE-PERFORM THE SUPPORT SERVICES. IN THE EVENT THAT BADGER METER IS UNABLE TO CURE A DEFAULT UNDER THIS EXPRESS LIMITED WARRANTY, BADGER METER MAY CHOOSE TO REFUND ANY PAYMENTS RECEIVED BY CUSTOMER FOR THE DISPUTED SUPPORT SERVICES IN FULL SATISFACTION OF BADGER METER’S OBLIGATIONS.**

IN NO EVENT WILL THE PARTIES BE LIABLE TO ONE ANOTHER OR ANY THIRD PARTY FOR ANY (i) DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, (ii) ANY DAMAGES RESULTING FROM LOSS OR INTERRUPTION OF DATA, EXCEPT AS DESCRIBED IN SECTION F(5), OR LOST PROFITS, OR (iii) ANY CLAIM WHETHER IN CONTRACT OR TORT OR OTHERWISE THAT AROSE MORE THAN ONE (1) YEAR PRIOR TO INSTITUTION OF SUIT.

THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS SUPPORT AGREEMENT AND WILL APPLY NOTWITHSTANDING THAT A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

3. Essential Terms. The enforceability of this Section H is essential to Badger Meter’s willingness to enter into this Support Agreement with Customer.

I. Confidentiality.

1. Protection of Confidential Information. The Parties agree that any non-public information shared between the Parties in connection with their performance under this Support Agreement will be deemed to be confidential and proprietary information if the Disclosing Party identifies that information as Confidential in writing prior to or at the time of disclosure ("Confidential Information"). Each Party agrees to hold the other Party's Confidential Information in strict confidence and will not copy, reproduce, give, sell, assign, license, market, transfer or otherwise dispose of the Confidential Information to third parties or use the Confidential Information for any purposes whatsoever other than as contemplated by this Support Agreement, without the other Party's prior written consent.
2. Third Party Requests for Confidential Information. Neither Party may disclose the other Party's Confidential Information except as required by law. If a Party receives a request for access to the other Party's Confidential Information, Party agrees to inform the Disclosing Party in writing within three (3) business days of receipt of the request unless prohibited by law.
3. Exclusions from Confidential Information. Confidential Information of a Party will not include information which is (i) in or becomes part of the public domain through no fault of the Receiving Party, (ii) the Receiving Party can prove was known to it prior to its receipt from the Disclosing Party, (iii) independently developed by the Receiving Party outside of this Support Agreement without the use of the Disclosing Party's information, or (iv) obtained by the Receiving Party from a third party which had no obligation of confidentiality to the Disclosing Party.
4. Equitable Relief. The Parties agree that in the event of a breach of this Section I, money damages may be inadequate. Either Party may seek injunctive, declaratory or other equitable relief to prevent a breach of this Section I.

J. Termination. This Support Agreement may be terminated for the following reasons:

1. Termination of License Agreement. This Support Agreement will immediately terminate upon the termination of the License Agreement.
2. For Breach. Either party may terminate this Support Agreement upon the occurrence of a material breach by the other Party if that breach has not been cured within thirty (30) days after the non-breaching Party has provided the breaching Party with written notice which contains a detailed explanation of the alleged breach.

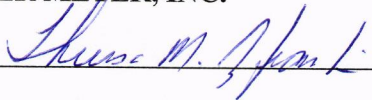
K. General.

1. Binding Agreement. This Support Agreement is binding upon and will inure to the benefit of the Parties and their respective successors and assigns.
2. Assignment. Either party may assign its rights and obligations under this Support Agreement with the express written consent of the other party, which consent will not be unreasonably withheld or delayed, provided however that either party may assign its rights and obligations under this Support Agreement without the consent of the other party (i) upon a sale of a majority of its outstanding capital stock to an affiliate or third-party, (ii) if it sells all or substantially all of its assets, or (iii) in the event of a similar change of control.
3. No Waiver; Severability. All rights and remedies of the Parties are separate and cumulative. The waiver or failure of either Party to exercise any right or remedy provided under this Support Agreement will not be deemed a waiver of any further right or remedy.

4. Savings Clause. The invalidity of any provision of this Support Agreement will not affect the validity and binding effect of the remaining provisions.
5. Notices. Any notice required under this Support Agreement must be sent by (i) an internationally recognized overnight delivery service, (ii) by facsimile with electronic confirmation of receipt or acknowledgement, or (iii) by electronic mail with electronic confirmation of receipt or acknowledgement. All written notices will be effective upon receipt.
6. Force Majeure. If, and to the extent that either party is precluded from performing its duties and obligations under this Agreement as the result of acts of God, authority of laws, strikes, lockouts, labor disputes, riots or other causes beyond its control, such non-performing party shall be excused to the extent that its performance continues to be precluded by such acts.
7. Entire Agreement. This Support Agreement constitutes the entire agreement between the Parties with regard to its subject matter and supersedes all prior or contemporaneous agreements, negotiations, representations or proposals, whether written or oral.

By executing this Support Agreement, the Parties acknowledge that they have reviewed the terms and conditions of this Support Agreement and agree to be legally bound by those terms. —An electronic signature on this Support Agreement is legally binding on the parties.

BADGER METER, INC.

By: 

Name: Theresa M. Szafranski
Assistant Secretary

Title: _____

CUSTOMER

By: _____

Name: _____

Title: _____

SCHEDULE 1
CONTACT INFORMATION

Badger Meter, Inc.
4545 W. Brown Deer Rd.
Milwaukee, WI 53223
1-800-876-3837
www.badgermeter.com/

SCHEDULE 2

SERVICE LEVELS

1. **Service Hours.** Badger Meter will provide the Support Services during the following hours:
 - (a) Normal Business Hours. Badger Meter will provide Support Services between the hours of 7:30 am and 5:00 pm Central Time, Monday thru Friday, excluding U.S. holidays (“Coverage Hours”).
 - (b) Extended Coverage Hours. Badger Meter, in its discretion, may provide Customer with Support Services during hours extending beyond the Coverage Hours for customers with active customer support agreements [or license agreements].

2. **Support Services Process and Procedures.**

- (a) Software Support Services--

Badger Meter will provide Customer with access to scheduled software releases, product update releases, engineering updates and related documentation on an as-available basis.

Upon experiencing a difficulty with the Software, Customer should do as follows:

Check troubleshooting resources imbedded in the Software, instruction manuals, Badger Meter's self-service troubleshooting tips at www.badgermeter.com/ (includes informational materials, instructions and FAQs); Badger Meter

Contact Badger Meter with a request for assistance. Contact information can be found on Schedule 1.

Badger Meter will use reasonable efforts to identify and resolve the request.

- (b) Hardware Support Services -- Upon experiencing a difficulty with the Hardware, Customer should do as follows:

Check troubleshooting resources imbedded in the Hardware, instruction manuals, Badger Meter's self-service troubleshooting tips at www.badgermeter.com/ (includes informational materials, instructions and FAQs);

Contact Badger Meter with a request for assistance. Contact information can be found on Schedule 1.

Badger Meter will use reasonable efforts to identify and resolve the request.

If Hardware is covered under the Support Agreement and a Hardware issue cannot be resolved after a Level 1 and 2 troubleshooting assessment, Badger Meter will provide Customer with loaned replacement Hardware and Customer will immediately return the inoperable Hardware to Badger Meter at Customer's cost. Upon receipt of the Hardware from Customer, Badger Meter will verify the Hardware inoperability issue and will arrange for the repair or replacement of the inoperable Hardware at its sole discretion. Badger Meter will return the repaired or replaced Hardware to Customer at Badger Meter's cost. Customer consents to Badger Meter's use of third-party vendors in repairing or replacing the Hardware. During use, Customer agrees be liable for damages to and misuse of loaned Hardware, owned by Badger Meter.

3. **Priority of Requests.** Badger Meter will prioritize Customer requests for assistance based upon the following criteria:

- (a) Priority I: Work Stoppage. Customer is unable to collect reading data or process reading data for billing purposes due to issues with Badger Meter Hardware or Software and a work-around is not available or is generally unacceptable.
- (b) Priority II: Loss of Software Function. A major software function is inoperable but reading and billing work can continue without any significant impact to Customer.
- (c) Priority III: Minor Software Issue. Loss of a function which does not seriously impact reading and billing.
- (d) Response Goals:

INCIDENT FIX	INCIDENT SEVERITY		
	Priority I	Priority II	Priority III
Initial Response	1 Business Hour	4 Business Hours	12 Business Hours
Response Update	Each Business Day	Each Week	Bi-Weekly
Relief	Immediate	As Soon as Possible	Reasonable Efforts

SCHEDULE 3
CUSTOMER CONTACTS

Primary Contact:

Name:
Title:
Address:
Phone Number
Fax Number
Email Address

Secondary Contact:

Name:
Title:
Address:
Phone Number
Fax Number
Email Address