

**MEETING OF THE
MAYOR AND BOARD OF ALDERMAN OF THE
CITY OF RIDGELAND, MISSISSIPPI
December 7, 2021
6:00 PM**

INVOCATION

PLEDGE OF ALLEGIANCE

CONSIDERATION OF MINUTES FROM PRIOR BOARD MEETING

November 16, 2021

CONSIDERATION OF MINUTES FROM PRIOR WORK SESSION

November 15, 2021

1. AGENDA ITEMS

2. CONSENT ITEMS

- a) Petition and Application for Conditional Use Permit for Bayou Daddy's
- b) Interlocal Cooperation Agreement Between Madison County and City of Ridgeland for Funding of Certain Road Improvements Located in the City of Ridgeland
- c) Site Plan/Architectural Review for Bayou Daddy's - 295 Hwy 51
- d) Petition and Application for Conditional Use Permit for Sukhdev Bedi
- e) Site Plan/Architectural Review for Wilson Hyundai Premier
- f) Petition and Application for Conditional Use Permit for Korean Church in Jackson
- g) Truck Route Permit for 100 Woodmont Way (Pool)
- h) Truck Route Permit for 304 Bob White Lane (Storage Building)
- i) Approve Public Works Surplus Items
- j) Authority to Re-advertise 304 Highway 51 for sale
- k) Authorize Mayor Gene McGee to sign the Professional Services Agreement between the City of Ridgeland and Waggoner Engineering, Inc for Highland Commerce Drive
- l) Reject Bid Received for Freedom Ridge Overhead Net Project
- m) Budget Amendment for the Ridgeland Police Department
- n) Declare Surplus Property for the Ridgeland Police Department
- o) Sewer Adjustments

- p) Accept November 2021 Privilege License Report
- q) Mississippi State-Local Government Opioid Litigation Memorandum of Understanding
- r) Set Public Hearing for the Appeal of the Recommendation of the Zoning Board for 300 Hillview Drive - Code Violation - January 4, 2021
- s) Declare Property Surplus (Recreation & Parks)

3. PAYMENT OF CLAIMS

- a) 172355 - 172731 and Payrolls Dated 11/19/2021 and 12/3/2021

4. EXECUTIVE SESSION

ADJOURNMENT

INFORMATION FOR MAYOR AND BOARD

City Attorney Statement for Services through 11/30/2021

**MEETING OF THE
MAYOR AND BOARD OF ALDERMAN OF THE
CITY OF RIDGELAND, MISSISSIPPI
November 16, 2021
6:00 PM**

The Mayor opened the November 16, 2021 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 D.I. Smith, Alderman Bill Lee, City Attorney Jerry Mills, City Attorney John Scanlon, and City Clerk Paula Tierce. Absent was Alderman Brian Ramsey. The meeting was opened with an invocation by Alderman Kevin Holder followed by the pledge of allegiance, which was led by Boy Scout Henry Russ of First Baptist Jackson, Troop 8.

The Mayor and Board of Aldermen were provided a copy of the October 2021 Financial Statement and the November 2021 Sales Tax Report.

Next came the recognition of Officer Kason Travis for being selected "Officer of the Month" for October 2021. Mayor McGee announced that on Monday, October 11, 2021, officers responded to a burglary at Crab's Seafood Shack. Officers obtained video of the suspect from various locations and Officer Kason Travis was able to identify him immediately. Officer Travis remembered the individual from a previous encounter and was able to recall information in order to get identification for a warrant. The suspect was apprehended later on the same day the business had been burglarized. As a result of Officer Travis' attention to detail and knowledge of the community he works in, a suspect was captured less than 24 hours after the crime was committed. Officer Travis continues to show his dedication to his position as a police officer and is an asset to the department as well as his shift. Mayor McGee thanked Officer Kason Travis for his hard work and dedication to the City of Ridgeland.

Next came the matter of accepting the Minutes of the November 1, 2021 Work Session and the November 2, 2021 Board of Aldermen meeting. The Minutes were accepted with no corrections noted.

Next came the consideration of the Consent Agenda. Alderman Bill Lee moved to approve the Consent Agenda as follows:

- a) Site Plan/Architectural Review for Fast Paced Urgent Care - Order Attached Hereto As Exhibit "A"
- b) Plat for Countryside of Ridgeland (Fast Paced Urgent Care) - Order Attached Hereto As Exhibit "B"
- c) Preliminary Plat for The Heritage at Jacobs Farm - Order Attached Hereto As Exhibit "C"
- d) Budget Amendment Increasing Accounts 013-000-348 (Donations Restricted) and 013-000-192 (Fire Dept Donations) \$2,000 - Resolution Attached Hereto As Exhibit "D"
- e) Approve Solid Waste and Recycling CPI Increase for FY2022 - Order Attached Hereto As Exhibit "E"
- f) Accept Donation of Nikon D60 Camera with Lens, Strap, and Battery Charger from the Ridgeland Tourism Commission - Order Attached Hereto As Exhibit "F"
- g) Sewer Adjustments - Order Attached Hereto As Exhibit "G"
- h) October 2021 Privilege License Report - Order Attached Hereto As Exhibit "H"

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

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

Nay(s): None

Absent: Alderman Brian Ramsey

The Mayor then declared the Motion carried.

Next came the payment of claims 171975 - 172354 and November 5, 2021 Payroll (\$1,791,685.75). Alderman D.I. Smith moved to approve. The Motion was seconded by Alderman Ken Heard and a vote was taken thereon as follows:

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

Nay(s): None

Absent: Alderman Brian Ramsey

The Mayor then declared the Motion carried.

The Mayor announced the need to go into Executive Session to discuss pending litigation and a real estate transaction.

Alderman Kevin Holder moved to go into Closed Session to discuss going into Executive Session to discuss pending litigation and a real estate transaction. The motion was seconded by Alderman Wesley Hamlin and a vote was taken thereon as follows:

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

Nay(s): None

Absent: Alderman Brian Ramsey

The Mayor then declared the Motion carried.

CLOSED SESSION

Alderman Kevin Holder moved to go into Executive Session to discuss pending litigation and a real estate transaction. Alderman Chuck Gautier seconded the motion and a vote was taken thereon as follows:

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

Nay(s): None

Absent: Alderman Brian Ramsey

The Mayor then declared the Motion carried.

EXECUTIVE SESSION

Alderman D. I. Smith moved to leave Executive Session. Alderman Chuck Gautier seconded the motion and a vote was taken thereon as follows:

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

Nay(s): None

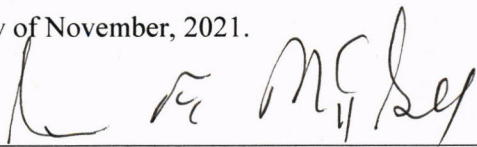
Absent: Alderman Brian Ramsey

The Mayor then declared the Motion carried.

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

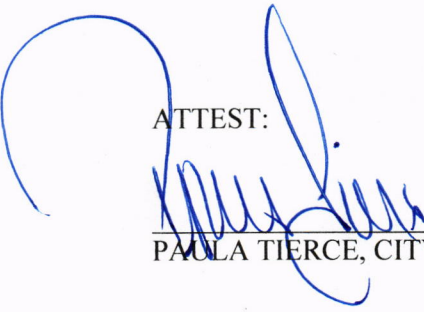
There being no further business before the Board of Aldermen, the Mayor adjourned the meeting at 6:45 p.m.

WITNESS MY SIGNATURE, the 19th day of November, 2021.

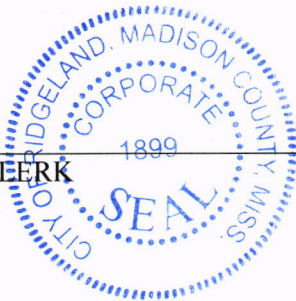


GENE F. MCGEE, MAYOR

ATTEST:



PAULA TIERCE, CITY CLERK



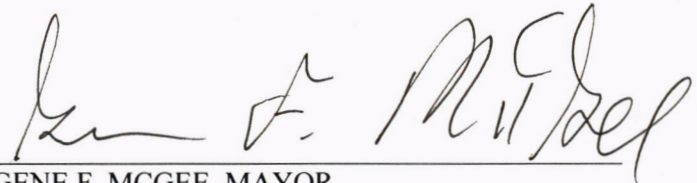
**MINUTES OF THE WORK SESSION
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF RIDGELAND
NOVEMBER 15, 2021
6:00 P.M.**

The Mayor opened the work session of November 15, 2021 of the Mayor and Board of Aldermen. Present were Alderman Bill Lee, Alderman D. I. Smith, Alderman Chuck Gautier, Alderman Ken Heard, Alderman Brian Ramsey, Alderman Kevin Holder, City Attorney John Scanlon, City Attorney John Scanlon and City Clerk Paula Tierce. Absent was Alderman Wesley Hamlin.

The Mayor presented the proposed agenda, which is attached hereto as Exhibit "A". Each item was discussed with no action being taken by the Mayor & Board of Aldermen. Item "a" under Agenda Items was removed after the presentation by Brian Biernat since a public hearing is required in order to amend the Zoning Ordinance.

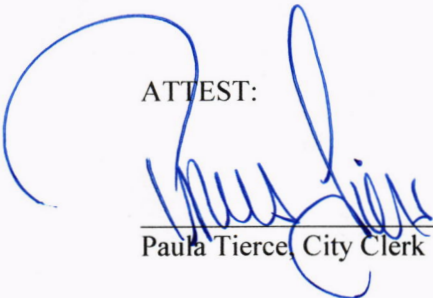
The meeting concluded at 6:10 p.m.

WITNESS MY SIGNATURE, this the 19th day of November, 2021.



GENE F. MCGEE, MAYOR

ATTEST:



Paula Tierce, City Clerk



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, B+W Promotions LLC DBA Bayou Daddys, (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 Alex Williams & Chad Bass
(hereinafter referred to as "Petitioner").
2. The Petitioner's mailing address is 160 Lakeview Rd
Brandon, MS 39047 and the Petitioner's attorney or
representative's mailing address is NA.
3. The Petitioner's phone number is 601-316-8971 / 601-503-6543 and the Petitioner's
attorney's phone number is (if applicable) NA.
4. The record title holder of the property is _____,
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 290 Commerce Park Dr Suite E
Ridgeland MS 39157

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: 295 HWY 51

Ridgeland, Mississippi 39157

(and/or) Tax Parcel ID Number(s): 0721-30C-004/00.00

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.A 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: FAST CASUAL RESTAURANT

W/ DRIVE-THRU

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?

SIMILAR USES IN AREA W/
GOOD ACCESS FROM HWY 51.

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

MINIMAL 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 ADVERSE EFFECT.

- 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?

~~EG~~ EXISTING INGRESS + EGRESS

IS SUITABLE FOR PROPOSED USE.

- 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?

EXISTING PARKING IS ADEQUATE

FOR USE.

- 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'?

EXISTING DUMPSTER, ENCLOSURE

WILL BE REPAIRED.

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

EXISTING.

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

EXISTING.

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

ALL NEW SIGNAGE WILL BE IN
ACCORDANCE W/ RIDGELAND SIGN
ORDINANCE. ANY ADDITIONAL EXTERIOR
LIGHTING WILL BE IN ACCORDANCE W/ RIDGELAND'S
REQUIREMENTS.

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

YES, EXISTING.

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

MONDAY - FRIDAY 10AM - 9PM
SATURDAY 10AM - 10PM / SUNDAY 10AM - 6PM
HOURS ARE SIMILAR TO OTHER USES IN
THE ~~PLANNED~~ AREA.

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

ALL CONSTRUCTION WILL BE IN
ACCORDANCE W/ RIDGELAND PERMITTING
PROCESS & SUITED FOR A RESTAURANT/
FOOD CARRY-OUT USE.

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

NO NEGATIVE IMPACT.

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

NO NEGATIVE IMPACT.

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

No.

- 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

9/1/21

DATE

Instrument Prepared By and Return To:

R. Paul Randall, Jr.

Miss Bar Roll No.: 99960

Andy D. Segrest

Miss Bar Roll No.: 101852

RANDALL, SEGREST & WEEKS, PLLC

992 Northpark Dr., Suite A

Ridgeland, Mississippi 39157

(601) 956-2615 (voice)

(601) 956-2642 (facsimile)

www.randallsegrest.com

File No.: RS11-12-565

Grantor:

962 Hwy 51 North

Madison, Mississippi 39110

(601) 605-4629

Grantee:

PO Box 16071

Jackson, MS 39236

601-956-9609

Indexing Instructions:

Lot 4, Block 26,

Highland Colony Subdivision,

Madison County, Mississippi.

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt, adequacy and sufficiency of all which are hereby acknowledged, **MERCHANTS AND FARMERS BANK, A MISSISSIPPI BANKING CORPORATION** (the "Grantor"), does hereby sell, convey and warrant specially unto **290 INC.**, a Mississippi corporation (the "Grantee") that certain parcel of property lying and being situated in Madison County, Mississippi, and being more particularly described on **EXHIBIT A**, which is attached hereto and incorporated herein by this reference (the "Property").

The Property conveyed herein is subject to, and there is expressly excepted from the special warranty of this conveyance, those certain encumbrances and other matters set forth on **EXHIBIT B**.

Ad valorem taxes for the current year, which are not yet due and payable, have been pro-rated on an estimated basis by the Grantor and the Grantee as of the date of this conveyance. If actual taxes differ from the estimate, Grantor and Grantee agree to adjust the pro-ratio and the

WITNESS THE SIGNATURE OF THE GRANTOR as of the day herein acknowledged.

MERCHANTS AND FARMERS BANK,
a Mississippi banking corporation

By: *Vaiden A. Clark*
Vaiden A. Clark
Vice President

STATE OF MISSISSIPPI

COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 28th day of December 2011, within my jurisdiction, the within named Vaiden A. Clark, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed in the above and foregoing instrument and acknowledged that he/she/they executed the same in his/her/their representative capacity(ies), and that by his/her/their signature(s) on the instrument, and as the act and deed of the person(s) or entity(ies) upon behalf of which he/she/they acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

Ann F. Pittman
Notary Public
Printed Name: Ann F. Pittman

My commission expires: 8-14-12

(Affix official seal, if applicable)



EXHIBIT A

Legal Description

Tract I:

A .258 ACRE PARCEL, MORE OR LESS, BEING SITUATED IN THE SW $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SECTION 30, TOWNSHIP 7 NORTH, RANGE 2 EAST, CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI, BEING PART OF LOT 4, BLOCK 26, HIGHLAND COLONY SUBDIVISION AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 30 AND THE WESTERLY RIGHT OF WAY OF HIGHWAY 51 RUN THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY 582.60 FEET TO A POINT; THENCE THROUGH AN ANGLE OF 90 DEGREES TO THE LEFT, RUN NORTH 57 DEGREES 50 MINUTES WEST - 175.0 FEET ALONG THE NORTH LINE OF THE MERCHANTS AND FARMERS BANK LOT TO THE POINT OF BEGINNING; THENCE SOUTH 32 DEGREE 10 MINUTES WEST - 150.0 FEET ALONG THE WEST LINE OF THE MERCHANTS AND FARMERS BANK LOT; THENCE NORTH 57 DEGREES 50 MINUTES WEST 75.0 FEET ALONG THE NORTH LINE OF THE C. A. HALL, JR., ET AL, TRACT TO A POINT; THENCE RUN NORTH 32 DEGREES 10 MINUTES EAST - 150.0 FEET TO A POINT; THENCE SOUTH 57 DEGREES 50 MINUTES EAST - 75.0 FEET TO THE POINT OF BEGINNING.

AND BEING THE SAME PROPERTY DESCRIBED IN WARRANTY DEED RECORDED IN BOOK 237 AT PAGE 247.

Tract II:

A 22,213.51 SQUARE FOOT PARCEL BEING SITUATED IN THE SW $\frac{1}{4}$ OF SECTION 30, TOWNSHIP 7 NORTH, RANGE 2 EAST, CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI, BEING A PART OF LOTS 3 AND 4, BLOCK 26 OF HIGHLAND COLONY SUBDIVISION, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 30 AND THE WESTERLY RIGHT OF WAY OF HIGHWAY 51, RUN THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY 582.60 FEET; THENCE THRU AN ANGLE OF 90 DEGREES TO THE LEFT, RUN N 57 DEGREES 50' W - 250.0 FEET ALONG THE NORTH LINE OF THE MERCHANTS AND FARMERS BANK LOT TO THE POINT OF BEGINNING; THENCE S 32 DEGREES 10' W - 150.0 FEET; THENCE N 57 DEGREES 50' W - 187.3 FEET ALONG THE NORTH LINE OF THE C. A. HALL, JR., ET AL, TRACT TO A POINT ON THE EASTERLY RIGHT OF WAY OF THE I.C.G. RAILROAD, THENCE RUN N 24 DEGREES 32' E - 110.98 FEET ALONG SAID RIGHT OF WAY; THENCE S 57 DEGREES 50' E - 182.04 FEET; THENCE N 32 DEGREES 10' E - 40.0 FEET; THENCE S 57 DEGREES 50' E - 20.0 FEET TO THE POINT OF BEGINNING.

AND BEING THE SAME PROPERTY DESCRIBED IN WARRANTY DEED RECORDED

IN BOOK 246 AT PAGE 332.

Tract III:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SECTION 30, TOWNSHIP 7 NORTH, RANGE 2 EAST, MADISON COUNTY, MISSISSIPPI, WITH THE WEST RIGHT-OF-WAY LINE OF U. S. HIGHWAY NO. 51 RUN THENCE NORTHEASTERLY ALONG SAID WEST RIGHT-OF-WAY LINE FOR 432.6 FEET TO A POINT, SAID POINT HEREINAFTER REFERRED TO AS THE POINT OF BEGINNING.

THENCE NORTHWESTERLY AT RIGHT ANGLE A DISTANCE OF 175.0 FEET;

THENCE, NORTHEASTERLY AND PARALLEL TO U.S. HIGHWAY NO. 51 FOR 150 FEET;

THENCE SOUTHEASTERLY AT RIGHT ANGLE FOR 175.0 FEET TO THE WEST RIGHT-OF-WAY OF U. S. HIGHWAY NO. 51;

THENCE SOUTHWESTERLY ALONG SAID WEST RIGHT-OF-WAY OF U. S. HIGHWAY NO. 51 FOR 150.0 FEET TO THE POINT OF BEGINNING.

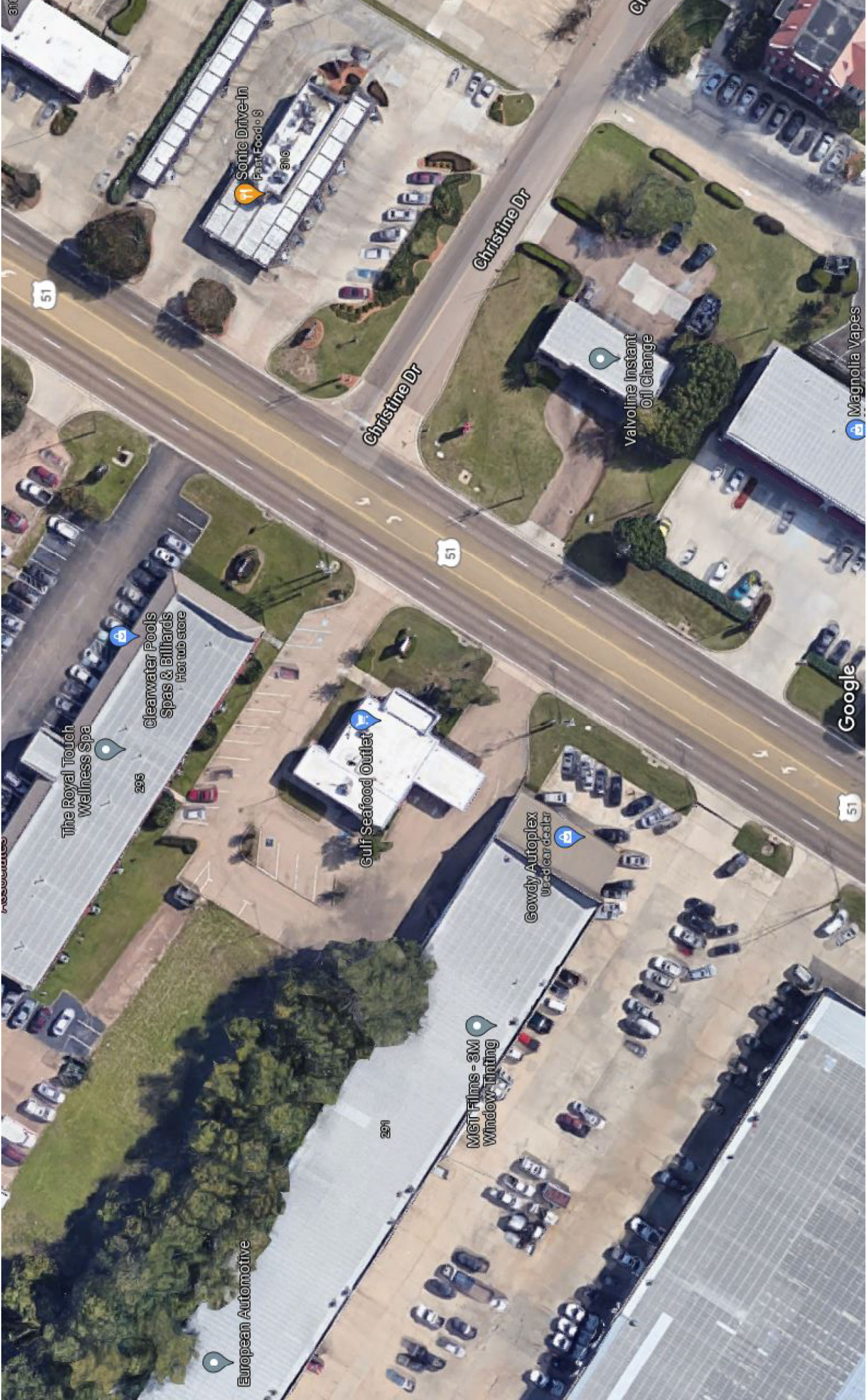
THE ABOVE DESCRIBED TRACT LIES AND IS SITUATED IN LOT 4, BLOCK 26, HIGHLAND COLONY AND IS IN THE SW $\frac{1}{4}$ OF SW $\frac{1}{4}$ OF SECTION 30, TOWNSHIP 7 NORTH, RANGE 2 EAST, CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI AND CONTAINS 0.60 ACRES.

AND BEING THE SAME PROPERTY DESCRIBED IN WARRANTY DEED RECORDED IN BOOK 194 AT PAGE 338.

EXHIBIT B

Permitted Exceptions

1. Real property taxes for the current year as of the date of closing.
2. Any lease, grant, exception or reservation of minerals or mineral rights, on and under subject land.
3. Matters shown on plat of subdivision of Highland Colony Subdivision.
4. Covenants, conditions and restrictions recorded in Book 216 at Page 615.
5. That certain Grant of Easement and Covenant for Architectural Control to Adjacent Property Owners, and the terms and condition thereof, executed by J. Parker Sartain, Brent L. Johnston, Jimmy F. Druey and John W. Farris in favor of Merchants and Farmers Bank, dated June 13, 1986, and file for record on June 18, 1986, recorded in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Book 216 at page 615.



51

51

51

Sonic Drive-In
Fast Food

Christine Dr

Christine Dr

Valvoline Instant
Oil Change

Magnolia Vapes

Google

The Royal Touch
Wellness Spa

Clearwater Pools
Spas & Billiards
Hot tub store

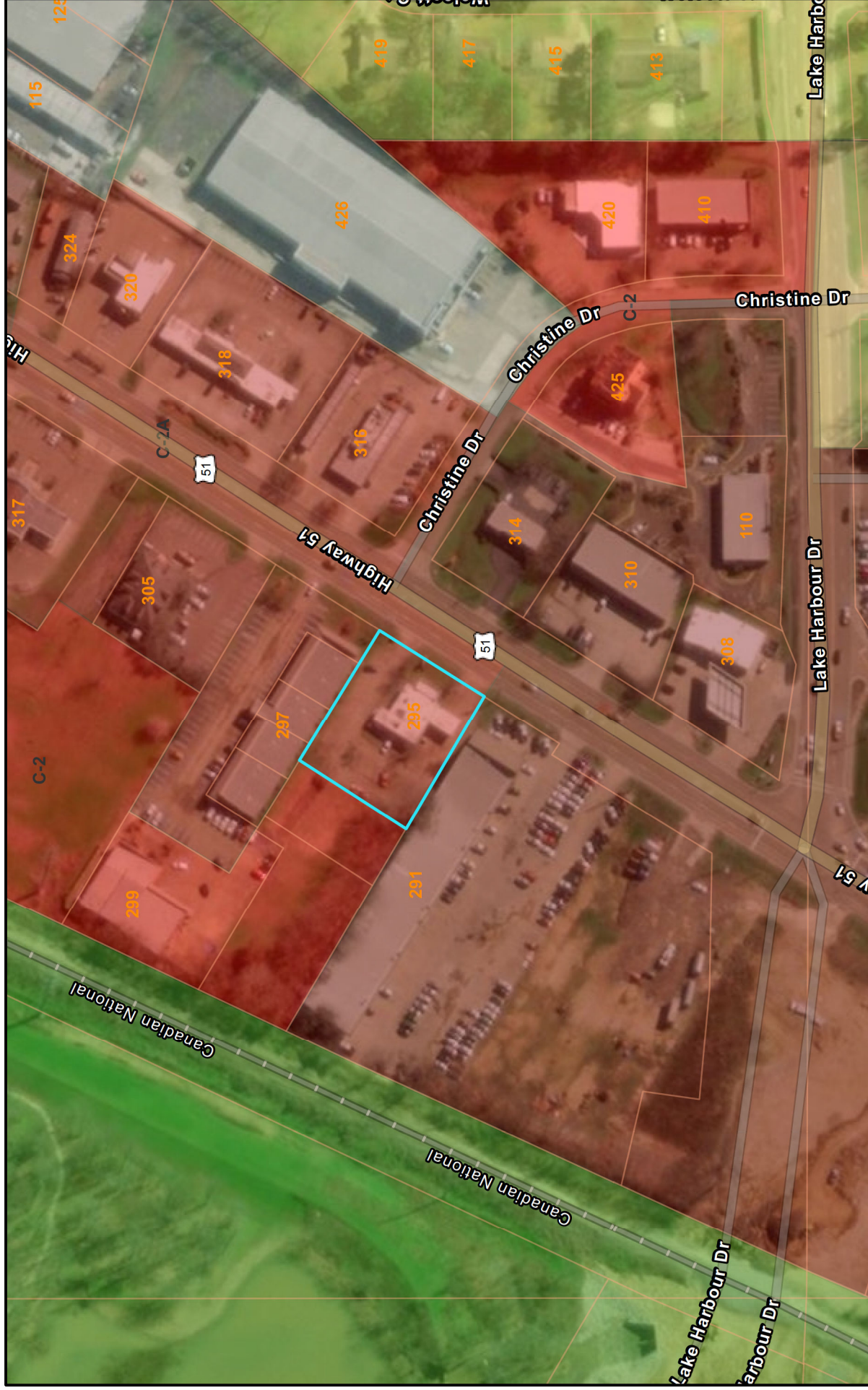
Gulf Seafood Outlet

Gowdy Autoplex
Used car dealer

MEI Films - 3M
Window tinting

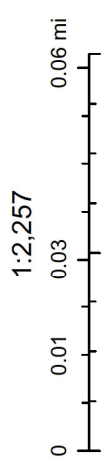
European Automotive

ArcGIS Web Map



11/16/2021, 10:52:16 AM

- | | | | | | | | | | | |
|--------|-----|-----|-----|-----|------|-----|-----|-------------|---------|-----------|
| Zoning | R-1 | R-3 | S-1 | C-2 | C-2A | C-3 | I-1 | City_Limits | Parcels | Addresses |
| | | | | | | | | | | |



Maxar, Microsoft, Esri Community Maps Contributors, © OpenStreetMap,

ArcGIS Web AppBuilder
Maxar, Microsoft, Esri Community Maps Contributors, © OpenStreetMap, Microsoft, CONANP, Esri, HERE, Garmin, SafeGraph, INCREMENT P, MET/NASA, USGS, EPA, NPS, US Census Bureau, USDA |

**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, November 18, 2021, 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:

Bernie Giessner
Larry Miller
Don Roberts
Michelle Caballero
Theresa Kennedy
Judy Rice
Jim Collette

Absent:

Drew Malone

Also present:

Zachary L. Giddy, 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 by Larry Miller.

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 for Sukhdev Bedi –
Petitioner

Property Address/Description:

108 Bridgewater Crossing

Tax Parcel No:

071F-23B-007/00.00

(November 18, 2021)

4. Public Hearing for Petition and Application for Conditional Use for B&W
Promotions (Bayou Daddy's) – *Petitioner*

Property Address/Description:

295 Highway 51

Tax Parcel No:

072I-30C-004/00.00

(November 18, 2021)

5. Public Hearing for Petition and Application for Conditional Use for Korean Church in
Jackson – *Petitioner*

Property Address/Description:

360 Towne Center Boulevard

Tax Parcel No:

072I-31A-052/04.00

(November 18, 2021)

6. Old Business/New Business.

7. Adjourn

The Board considered the Minutes of the Nov. 4, 2021, meeting. Mr. Miller moved to approve the minutes as written. The motion was seconded by Ms. Caballero and approved unanimously.

**Public Hearing for Petition and Application for
Conditional Use Permit for Sukhdev Bedi**

Chairman Bernie Giessner opened the Public Hearing on the Petition and Application for

Conditional Use Permit for Sukhdev Bedi for property located at 108 Bridgewater Crossing and identified by Tax Parcel Number 071F-23B-007/00.00. The subject property is presently zoned R-1A. Jordan Lohman presented the Petition confirming notice was sent. Petitioner Mr. Bedi was present. Petitioner is requesting the conditional use permit to allow him to construct a secondary dwelling on the subject property. He stated that a bedroom in a pool house with toilet and kitchen make the structure a dwelling. The structure will have the same address as the main house.

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. Collette, the Board present voted unanimously to recommend to the Mayor and Board of Aldermen that they approve a conditional use to allow Petitioner to construct a secondary dwelling on the subject property located within the R-1A Residential District.

Public Hearing for Petition and Application for Conditional Use Permit for B&W Promotions (Bayou Daddy's)

Chairman Bernie Giessner opened the Public Hearing on the Petition and Application for Conditional Use Permit for B&W Promotions (Bayou Daddy's) for property located at 295 Highway 51 and identified by Tax Parcel Number 072I-30C-004/00.00. The subject property is presently zoned C-2A. Jordan Lohman presented the Petition confirming notice was sent. Petitioner Chad Bass was present. Petitioner is requesting the conditional use permit to allow him to operate a crawfish restaurant in the current building which was previously a bank with a drive-thru window on the subject property. The drive thru window has been previously boarded up. The proposed use will be more of a pick-up window rather than a drive thru as there will only be take-out and pickup. No outdoor seating or dine in services are proposed at this time. Parking requirements are met.

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. Collette, the Board present voted unanimously to recommend to the Mayor and Board of Aldermen that they approve a conditional use to allow Petitioner to operate a restaurant with a pickup/drive-thru window on the subject property located within the C-2A (Arterial Streets), General Commercial District.

Public Hearing for Petition and Application for Conditional Use Permit for Korean Church in Jackson

Chairman Bernie Giessner opened the Public Hearing on the Petition and Application for Conditional Use Permit for Korean Church in Jackson for property located at 360 Towne Center

Blvd. and identified by Tax Parcel Number 072I-31A-052/04.00. The subject property is presently zoned C-1. Jordan Lohman presented the Petition confirming notice was sent. Samuel Lee was present on behalf of Petitioner. Petitioner is requesting the conditional use permit to allow a church to operate on the subject property. Mr. Lee stated the church was originally located in Raymond for 40 years and recently bought the subject property. The church is part of the Presbyterian Church with approximately 20-25 members and that parking is sufficient and the parking requirements have been met.

Opposition was given an opportunity to respond.

Mr. Greg Keenum, adjacent landowner spoke in opposition. Mr. Keenum stated he was not notified or given opportunity to review the petition – noticed with sign on subject property and advertised in the paper. Mr. Keenum stated he is not aware of any other churches in the vicinity of the subject property, that he is not familiar with the Petitioner church and the present building is in four suites and in his opinion not suitable for a church.

Ms. Caballero stated there was an objection letter received – the objection letter stated that there was no objections to alcohol sales.

Petitioner stated they are working with an architect to have Sunday School in classrooms. He further stated that Suites A and B are occupied by the church, Suite C is rented out to a real estate agent and Suites D and E are open.

There was no one else present to speak in opposition or in favor of the petition.

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 present voted unanimously to recommend to the Mayor and Board of Aldermen that they approve a conditional use to allow Petitioner to operate a church on the subject property located within the C-1 General Commercial District with the condition of this approval, any buffer and/or distance requirements for the sale of alcohol as contained in any Ridgeland ordinance are specifically waived by the applicant, its successor and assigns so long as the property is conditionally used as a church.

OLD BUSINESS

None.

NEW BUSINESS

Jordan Lohman polled the Board Members for availability on Dec. 9 as there are several matters to be heard at that time.

There was no further business to be presented.

ADJOURN

Ms. Kennedy moved that the meeting be adjourned. The motion was seconded by Mr. Collette and approved unanimously.

WITNESS OUR HANDS, this the _____ day of _____, 2021.

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 IDENTIFIED BY TAX PARCEL NO. 072I-30C-004/00.00 LOCATED
AT 295 HIGHWAY 51, CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI**

WHEREAS, B&W Promotions DBA Bayou Daddy's (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-2A (Arterial Streets), 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 November 18, 2021, at 6:00 o'clock p.m.; and,

WHEREAS, the City Clerk did cause notice of the November 18, 2021, 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 November 18, 2021, 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 November 18, 2021, 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 petitioner to operate a restaurant with a pickup/drive-thru window on the C-2A (Arterial Streets) General Commercial District zoned property.

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 petitioner to operate a restaurant with a pickup/drive-thru

window on the C-2A (Arterial Streets) General Commercial District zoned property.

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

TRACT I

A .258 ACRE PARCEL, MORE OR LESS, BEING SITUATED IN THE SW 1/4 OF THE SW 1/4 OF SECTION 30, TOWNSHIP 7 NORTH, RANGE 2 EAST, CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI, BEING PART OF LOT 4, BLOCK 26, HIGHLAND COLONY SUBDIVISION AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LANE OF SAID SECTION 30 AND THE WESTERLY RIGHT OF WAY OF HIGHWAY 51 RUN THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY 582.60 FEET TO A POINT; THENCE THROUGH AN ANGLE OF 90 DEGREES TO THE LEFT, RUN 57 DEGREES 50 MINUTES WEST - 175 FEET ALONG THE ORTH LINE OF THE MERCHANTS AND FARMERS BANK LOT TO THE POINT OF BEGINNING; THENCE SOUTH 32 DEGREES 10 MINUTES WEST - 150.0 FEET ALONG THE WEST LINE OF THE MERCHANTS AND FARMERS BANK LOT; THENCE NORTH 57 DEGREES 50 MINUTES WEST 75.0 FEET ALONG THE NORTH LINE OF THE C. A. HALL JR., ET AL, TRACT TO A POINT; THENCE RUN NORTH 32 DEGREES 10 MINUTES EAST - 150 FEET TO A POINT; THENCE SOUTH 57 DEGREES 50 MINUTES EAST - 75.0 FEET TO THE POINT OF BEGINNING.

AND BEING THE SAME PROPERTY DESCRIBED IN WARRANTY DEED RECORDED IN BOOK 237 AT PAGE 247.

TRACT II

A 22,213.51 SQAURE FOOT PARCEL, MORE OR LESS, BEING SITUATED IN THE SW 1/4 OF THE SW 1/4 OF SECTION 30, TOWNSHIP 7 NORTH, RANGE 2 EAST, CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI, BEING PART OF LOT 4, BLOCK 26, HIGHLAND COLONY SUBDIVISION AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LANE OF SAID SECTION 30 AND THE WESTERLY RIGHT OF WAY OF HIGHWAY 51 RUN THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY 582.60 FEET; THENCE THRU AN ANGLE OF 90 DEGREES TO THE LEFT, RUN N 57 DEGREES 50' W - 250.0 FEET ALONG THE NORTH LINE OF THE MERCHANTS AND FARMERS BANK LOT TO THE POINT OF BEGINNING; THENCE S 32 DEGREES 10' W - 150.0 FEET; THENCE N 57 DEGREES 50' W - 187.3 FEET ALONG THE NORTH LINE OF THE C. A. HALL, JR., ET. AL. TRACT TO A POINT ON THE EASTERLY RIGHT OF WAY OF THE I.C.G. RAILROAD, THENCE RUN N 24 DEGREES 32' E - 110.98 FEET ALONG SAID RIGHT OF WAY; THENCE S 57 DEGREES 50'E - 182.04 FEET; THENCE N 32 DEGREES 10' E - 40.0 FEET; THENCE S 57 DEGREES 50' E - 20.0 FEET TO THE POINT OF BEGINNING.

AND BEING THE SAME PROPERTY DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 246 AT PAGE 332.

TRACT III

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SECTION 30, TOWNSHIP 7 NORTH, RANGE 2 EAST, MADISON COUNTY, MISSISSIPPI, WITH THE WEST RIGHT OF WAY LINE OF U. S. HIGHWAY NO. 51 RUN THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE FOR 432.6 FEET TO A POINT, SAID POINT HEREAFTER REFERRED TO AS THE POINT OF BEGINNING.

THENCE NORTHWESTERLY AT RIGHT ANGLE A DISTANCE OF 175.0 FEET;

THENCE NORTHEASTERLY AND PARALLEL TO U. S. HIGHWAY NO. 51 FOR 150 FEET;

THENCE SOUTHEASTERLY AT RIGHT ANGLE FOR 175.0 FEET TO THE WEST RIGHT OF WAY OF U. S. HIGHWAY NO. 51

THEN SOUTHWESTERLY ALONG SAID RIGHT OF WAY OF U. S. HIGHWAY NO. 51 FOR 150.0 FEET TO THE POINT OF BEGINNING.

THE ABOVE TRACT LIES AND IS SITUATED IN LOT 4, BLOCK 26, HIGHLAND COLONY AND IS IN THE SW 1/4 OF SW 1/4 OF SECTION 30, TOWNSHIP 7 NORTH, RANGE 2 EAST, CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI AND CONTAINS 0.60 ACRES.

AND BEING THE SAME PROPERTY DESCRIBED IN WARRANTY DEED RECORDER IN BOOK 194 AT PAGE 338.

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 _____, 2021.

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 _____, 2021.

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 IDENTIFIED BY
TAX PARCEL NO. 072I-30C-004/00.00 LOCATED AT 295 HIGHWAY 51,
CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI**

WHEREAS, B&W Promotions DBA Bayou Daddy's (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 (Arterial Streets), 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 November 18, 2021, 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:

TRACT I

A .258 ACRE PARCEL, MORE OR LESS, BEING SITUATED IN THE SW 1/4 OF THE SW 1/4 OF SECTION 30, TOWNSHIP 7 NORTH, RANGE 2 EAST, CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI, BEING PART OF LOT 4, BLOCK 26, HIGHLAND COLONY SUBDIVISION AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LANE OF SAID SECTION 30 AND THE WESTERLY RIGHT OF WAY OF HIGHWAY 51 RUN THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY 582.60 FEET TO A POINT; THENCE THROUGH AN ANGLE OF 90 DEGREES TO THE LEFT, RUN 57 DEGREES 50 MINUTES WEST - 175 FEET ALONG THE ORTH LINE OF THE MERCHANTS AND FARMERS BANK LOT TO THE POINT OF BEGINNING; THENCE SOUTH 32 DEGREES 10 MINUTES WEST - 150.0 FEET ALONG THE WEST LINE OF THE MERCHANTS AND FARMERS BANK LOT; THENCE NORTH 57 DEGREES 50 MINUTES WEST 75.0 FEET ALONG THE NORTH LINE OF THE C. A. HALL JR., ET AL, TRACT TO A POINT; THENCE RUN NORTH 32 DEGREES 10 MINUTES EAST - 150 FEET TO A POINT; THENCE SOUTH 57 DEGREES 50 MINUTES EAST - 75.0 FEET TO THE POINT OF BEGINNING.

AND BEING THE SAME PROPERTY DESCRIBED IN WARRANTY DEED RECORDED IN BOOK 237 AT PAGE 247.

TRACT II

A 22,213.51 SQAURE FOOT PARCEL, MORE OR LESS, BEING SITUATED IN THE SW 1/4 OF THE SW 1/4 OF SECTION 30, TOWNSHIP 7 NORTH, RANGE 2 EAST, CITY OF RIDGELAND,

MADISON COUNTY, MISSISSIPPI, BEING PART OF LOT 4, BLOCK 26, HIGHLAND COLONY SUBDIVISION AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LANE OF SAID SECTION 30 AND THE WESTERLY RIGHT OF WAY OF HIGHWAY 51 RUN THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY 582.60 FEET; THENCE THRU AN ANGLE OF 90 DEGREES TO THE LEFT, RUN N 57 DEGREES 50' W - 250.0 FEET ALONG THE NORTH LINE OF THE MERCHANTS AND FARMERS BANK LOT TO THE POINT OF BEGINNING; THENCE S 32 DEGREES 10' W - 150.0 FEET; THENCE N 57 DEGREES 50' W - 187.3 FEET ALONG THE NORTH LINE OF THE C. A. HALL, JR., ET. AL. TRACT TO A POINT ON THE EASTERLY RIGHT OF WAY OF THE I.C.G. RAILROAD, THENCE RUN N 24 DEGREES 32' E - 110.98 FEET ALONG SAID RIGHT OF WAY; THENCE S 57 DEGREES 50'E - 182.04 FEET; THENCE N 32 DEGREES 10' E - 40.0 FEET; THENCE S 57 DEGREES 50' E - 20.0 FEET TO THE POINT OF BEGINNING.

AND BEING THE SAME PROPERTY DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 246 AT PAGE 332.

TRACT III

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SECTION 30, TOWNSHIP 7 NORTH, RANGE 2 EAST, MADISON COUNTY, MISSISSIPPI, WITH THE WEST RIGHT OF WAY LINE OF U. S. HIGHWAY NO. 51 RUN THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE FOR 432.6 FEET TO A POINT, SAID POINT HEREAFTER REFERRED TO AS THE POINT OF BEGINNING.

THENCE NORTHWESTERLY AT RIGHT ANGLE A DISTANCE OF 175.0 FEET;

THENCE NORTHEASTERLY AND PARALLEL TO U. S. HIGHWAY NO. 51 FOR 150 FEET;

THENCE SOUTHEASTERLY AT RIGHT ANGLE FOR 175.0 FEET TO THE WEST RIGHT OF WAY OF U. S. HIGHWAY NO. 51

THEN SOUTHWESTERLY ALONG SAID RIGHT OF WAY OF U. S. HIGHWAY NO. 51 FOR 150.0 FEET TO THE POINT OF BEGINNING.

THE ABOVE TRACT LIES AND IS SITUATED IN LOT 4, BLOCK 26, HIGHLAND COLONY AND IS IN THE SW 1/4 OF SW 1/4 OF SECTION 30, TOWNSHIP 7 NORTH, RANGE 2 EAST, CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI AND CONTAINS 0.60 ACRES.

AND BEING THE SAME PROPERTY DESCRIBED IN WARRANTY DEED RECORDER IN BOOK 194 AT PAGE 338.

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 _____, 2021.

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 _____, 2021.

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

Attest:

Paula Tierce, City Clerk

[S E A L]

**INTERLOCAL COOPERATION AGREEMENT BETWEEN MADISON COUNTY,
MISSISSIPPI, AND THE CITY OF RIDGELAND, MISSISSIPPI, REGARDING THE
FUNDING OF CERTAIN ROAD IMPROVEMENTS LOCATED IN THE CITY OF
RIDGELAND**

This Interlocal Cooperation Agreement (the "Agreement") is made and entered into by and between the City of Ridgeland, Mississippi, a municipal corporation organized and existing under the laws of the State of Mississippi (the "City") and Madison County, Mississippi, a political subdivision of the State of Mississippi (the "County"), pursuant to the Mississippi Interlocal Cooperation Act of 1975, codified at § 17-13-1, et seq., Mississippi Code of 1972, as amended (the "Interlocal Act") on the date set forth hereinafter.

RECITALS:

WHEREAS, the City and County agree, find and determine as follows:

1. 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:

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

"County" shall mean Madison County, Mississippi.

"Project" shall mean the reconstruction, repairing, overlaying and associated improvements of certain streets located in the City of Ridgeland as identified in Appendix "A" attached hereto, to the extent that the funds described herein may allow the work to be done, using construction methods and materials with, in judgment of the City, will produce the best results given said available funding.

2. The governing authorities of the City and County desire to enter into a joint effort to make the most efficient use of their powers and enable them to enhance the general welfare of the City and County and the citizens of each through the improvement of streets and related infrastructure.
3. This Agreement will terminate when the Project described in Appendix "A" shall have been completed with the available funds, but no later than September 30, 2022.
4. In order to provide for the infrastructure improvements, it is necessary and in the public interest for the City to cooperate with the County by entering into this Agreement.

5. The City and County desire to enter into this Agreement for the purposes of street repair and resurfacing which will enhance the general welfare of the City and the County and the citizens of each, and consequently, the economic development of the City and the County.
6. It is necessary for the City and County to enter into this Agreement in order to enable the City to proceed with the Project with a clear understanding and commitment as to the nature of the County's participation.
7. The City agrees to assume the work necessary to undertake the Project. The County agrees to reimburse the City for expenses associated with the Project up to a maximum of One Million Two-Hundred Thousand Dollars (\$1,200,000.00).
8. It is in the best interests of the citizens of the City that the City would enter into and execute the Agreement.
9. It is in the best interests of the citizens of the County that the County would enter into and execute the Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE ABOVE AND THE MUTUAL BENEFITS ACCRUING TO THE CITY AND COUNTY, THE CITY AND COUNTY DO HEREBY AGREE AS FOLLOWS:

Section 1. Duration. This Agreement shall be in force and effect until terminated in accordance with the provisions of Section 6 herein.

Section 2. Purpose. The purpose of this Agreement is to define the respective responsibilities of the City and County with regard to the financing and completion of the Project, as defined above.

Section 3. Organization and Statutory Authority. There will be no separate legal or administrative entity created pursuant to this Agreement. The City is authorized by Miss. Code §21-37-3 (Annotated), and the County is authorized by Miss. Code §19-3-41 (Annotated), to exercise and carry out the powers, authorities, and responsibilities to be exercised by each of them pursuant to the terms of this Agreement.

Section 4. Financing, Staffing and Supplying. The Project will be undertaken and financed by the City, and upon completion, the City will thereafter assume responsibility for maintenance and upkeep of the roads and streets. The County will reimburse the City for work done during the course of the Project on a monthly basis, not later than thirty days after delivery by the City of documentation of costs

incurred. The County will reimburse the City the costs incurred in performance of work necessary to accomplish the Project, up to a maximum of One Million Two-Hundred Thousand Dollars (\$1,200,000.00). Any additional costs incurred will be the responsibility of the City and will not be reimbursed by the County. The City will perform the work primarily through the use of contractors, with some possible incidental work performed by City personnel and equipment. The City will complete work on the Project not later than September 30, 2022, with a final invoice to the County submitted not later than November 30, 2022, and payment made as set forth above. Any portion of the Project not completed or invoiced within this time frame will not be eligible for reimbursement of the County share of the project.

Section 5. Post Project Responsibilities. Upon completion of the Project, responsibility for maintenance and upkeep will be the responsibility of the City.

Section 6. Termination, Disposition of Property. This Agreement will terminate on December 30, 2022. At the termination of the Agreement any property owned by the City and County, respectively, shall remain their property. The finished Project shall be dedicated to the City. Due to the nature of the agreement, there will be no surplus funds or property to be disposed of when the work has been completed.

Section 7. Amendment. This Agreement may be amended at any time by the mutual consent of the City and County by an agreement entered into pursuant to the provisions of the Interlocal Act.

Section 8. Effective Date. This Agreement will be effective as of the date it is approved by the respective governing bodies of the City and County, and by the Mississippi Attorney General. The initial term of this Agreement shall commence on the effective date hereof and extend through completion of the Project.

WITNESS the signatures of the duly authorized officers of the City and the County on

this _____ day of _____ 2021.

For the **CITY OF RIDGELAND, MISSISSIPPI**

By: _____
Hon. Gene McGee, Mayor

(Continuation of signature page)

ATTEST:

City Clerk

(SEAL)

For **MADISON COUNTY, MISSISSIPPI**

By: _____

Hon. Karl Banks, President
Board of Supervisors

ATTEST:

Ronny Lott
Madison County Chancery Clerk

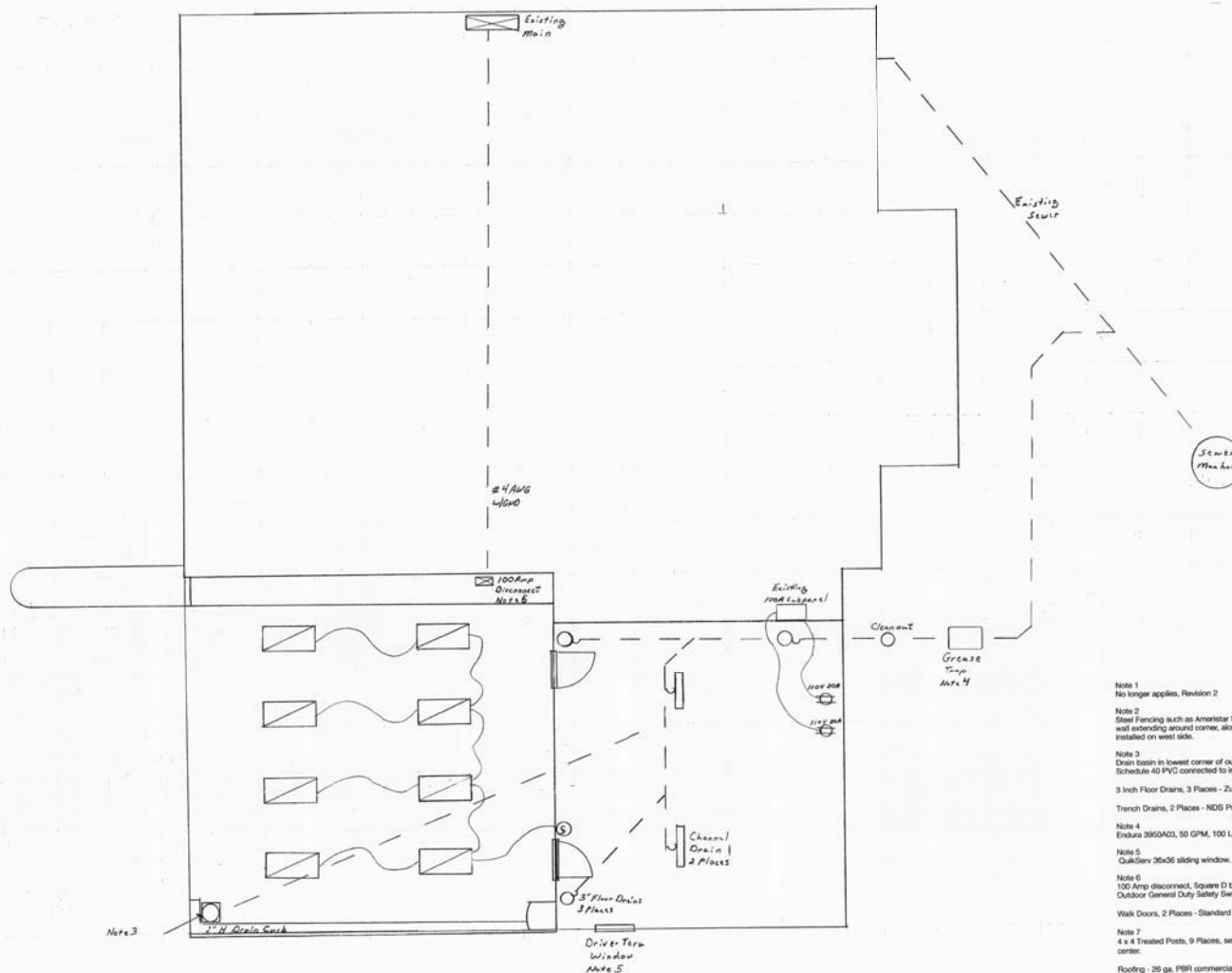
(SEAL)



APPENDIX "A"

The below streets and roads as indicated below constitute those streets and roads that are subject to reconstruction, repair, overlay, and other improvements, as being associated within the definition of the "Project", as described herein. It should be noted that the total costs associated with improvement of the streets and roads herein as constituting the "Project" may, and are anticipated, to exceed the total funding available by County to be made in the form of reimbursements by County to City under the terms of the foregoing Agreement. Those streets included in the Project within the City of Ridgeland, Mississippi, are as follows:

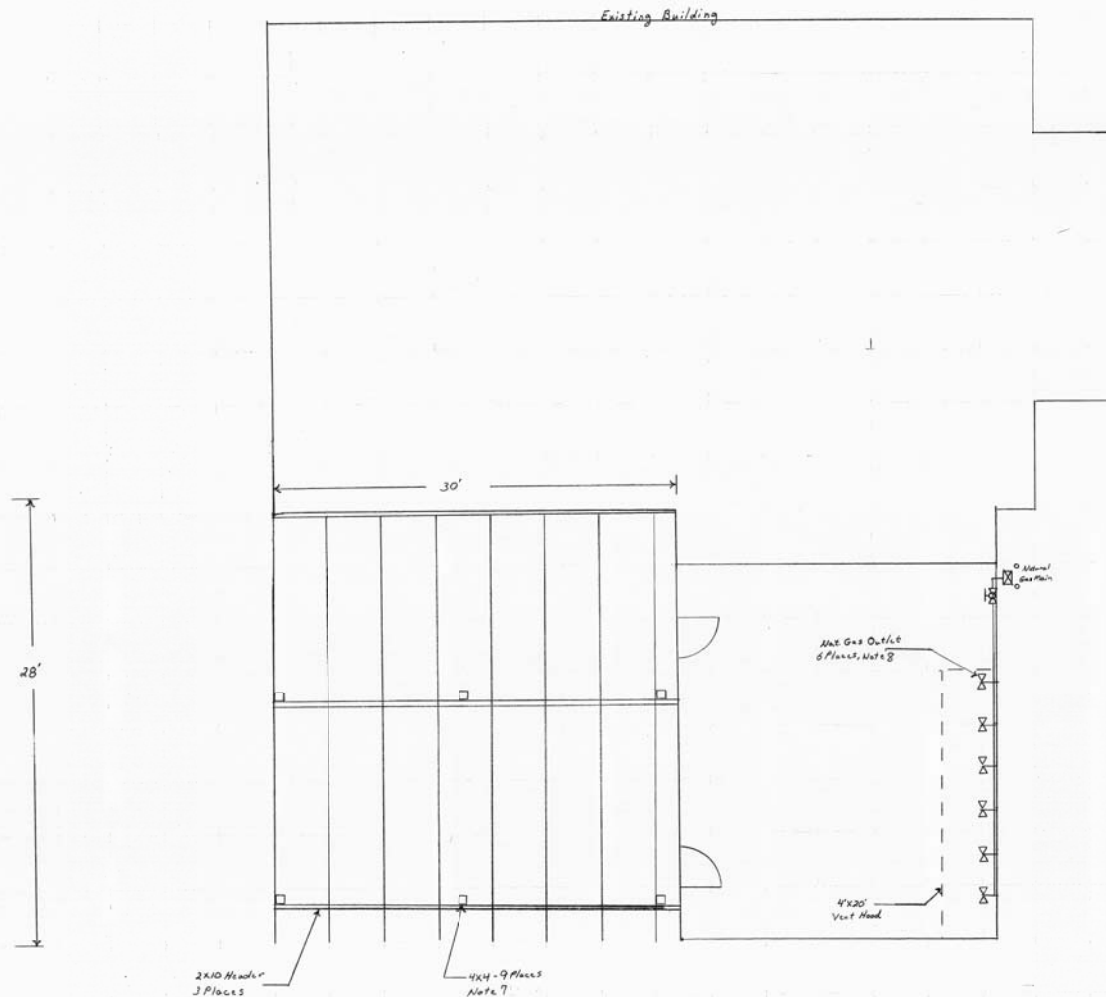
1. Improvements to Blue Bird Lane cul-de-sac;
2. Improvements to Robinwood Lane cul-de-sac;
3. Highland Drive Highland Colony Parkway to Buckingham Court;
4. Pavement Improvements to Ridgewood Road;
5. Trace Ridge Drive, Honeysuckle Lane to East Jackson St.;
6. Old Town Crossing, West Jackson Street to City Center;
7. Patterson Crossing;
8. Arlington Circle;
9. Trailwood Drive;
10. Sagewood Drive;
11. Woodrun Drive, Jessamine to Arlington;
12. Autumn Crest Drive;
13. Trace Ride Drive, Jessamine to Honeysuckle;
14. Sagewood Cove;
15. Jessamine Drive;
16. Autumn Crest Cove;
17. Crestwood Cove.



- Note 1
No longer applies, Revision 2
- Note 2
Steel Fencing is such as Ameristar Mortgage Commercial or equivalent. From corner of existing wall extending around corner, along drain curb to corner of existing building. With one 8 ft gate installed on west side.
- Note 3
Drain basin in lowest corner of outdoor cook area. Equipped with sump pump with 1 inch Schedule 40 PVC connected to interior floor drains.
- Note 4
3 inch Floor Drains, 3 Places - Zurn F02210-PV3 Adjustable Floor Drain
- Note 5
Trench Drains, 2 Places - NDS Pro Series Drain Kit 5-1/2 in. X 39-3/8 in. Deep Profile Channel
- Note 6
Endura 3950A03, 50 GPM, 100 LBI Grease trap with backup preventer, or equivalent.
- Note 7
QuikServ 35x36 sliding window. Part # CSE-GS-3030-1/4-B-R, or equivalent.
- Note 8
100 Amp disconnect, Square D by Electric D322NFB 100-Amp 240-Volt 3-Pole Fusible Outdoor General Duty Safety Switch or equivalent
- Walk Doors, 2 Places - Standard all steel commercial 3'0" walk doors
- Note 9
4 x 4 Treated Posts, 9 Places, set 24 inches deep with concrete fill, set on approximately 14 ft center.
- Roofing - 26 ga. PBR commercial panel, Bronze/Copper color. Rake and Gutter trim installed.
- Note 10
3/4 inch Black Iron Natural Gas Supply Line, with One exterior master shutoff valve and One interior master shutoff valve
- MIDLINE VALVE 8227256 Lead Free Full Port Forged Brass Ball Valve with Female Threaded IPS Connections, 3/4", 2 places
- COCKWANT 3/8 inch Natural Gas Quick Connect Fittings, LP Gas or Propane Hose Quick Disconnect Kit, 6 places

CITY OF RIDGELAND
In Accordance With Ordinance No. 94002
Architectural Review Approval Date: 11/15/21
Approved By: *[Signature]*

Bayou Daddys Ridgeland, 295 Hwy 51 Renovation	
Page 1 of 4	General Layout, Electrical & Sewer Drains
Scale 1/2" = 1'	Date Created: 9/22/21
Created by: Alex Williams	Revision #: 2
621-316-8971	Changes: 1 Added Page 4
	2 Deleted Ordinance



Note 1
No Kunger applies, Revision 2

Note 2
Steel Fencing such as Ameristar Montage Commercial or equivalent. From corner of existing wall extending around corner, along drain curb to corner of existing building. With one 8 ft gate installed on west side.

Note 3
Drain basin in lowest corner of outdoor cook area. Equipped with sump pump with 1 inch Schedule 40 PVC connected to interior floor drains.

3 inch Floor Drains, 3 Places - Zurn F0210-PVG Adjustable Floor Drain

Trench Drains, 2 Places - NDS Pro Series Drain Kit 5-1/2 in. X 39-3/8 in. Deep Profile Channel

Note 4
Endura 3950A03, 50 GPM, 100 LB Grease trap with backup preventer, or equivalent.

Note 5
QuickServ 36x36 sliding window. Part # CSE-QS-SC-3030-1/4-B-R, or equivalent.

Note 6
100 Amp disconnect, Square D by Electric D323N18 100-Amp 240-Volt 3-Pole Fusible Outdoor General Duty Safety Switch or equivalent

Walk Doors, 2 Places - Standard all steel commercial 3'0\" walk doors

Note 7
4 x 4 Treated Posts, 9 Places, set 24 inches deep with concrete fill, set on approximately 14 ft center

Roofing - 26 ga. PBR commercial panel, Bronze/Copper color. Rake and Gutter trim installed.

Note 8
3/4 inch Black Iron Natural Gas Supply Line, with One exterior master shutoff valve and One interior master shutoff valve
MDLINE VALVE 6221250 Load Free Full Port Forged Brass Ball Valve with Female Threaded IPS Connections, 3/4\", 2 pieces
DOZYANT 3/8 inch Natural Gas Quick Connect Fittings, LP Gas or Propane Hose Quick Disconnect Kit, 6 places

Bayou Daddys Ridgeland, 295 Hwy 51 Renovation

Page 2 of 4 Natural Gas Plumbing & Roof Addition Structure

Scale 1/2\"= 1'

Date Created: 9/22/21

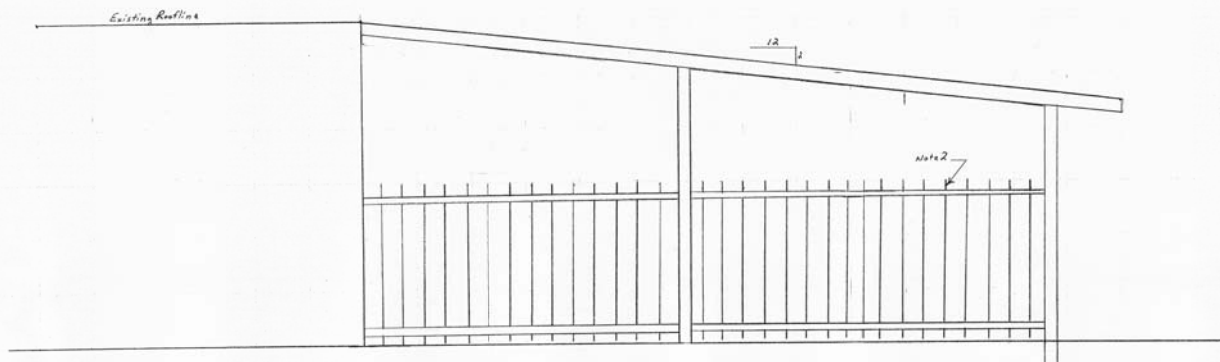
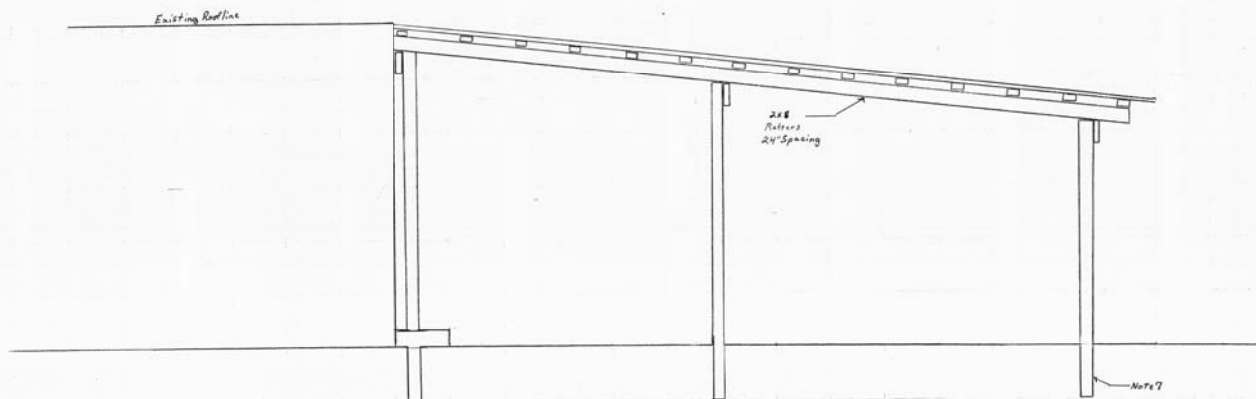
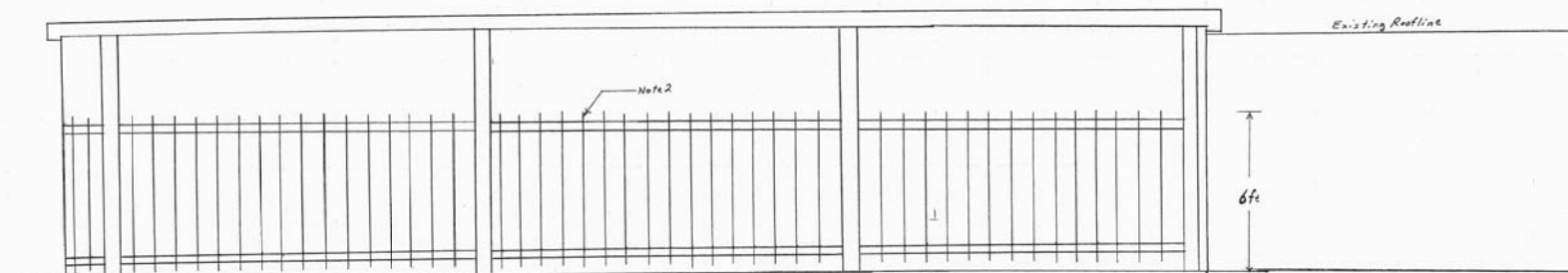
Created by: Alex Williams

601-316-8871

Revision #: 2

Changes:

11/22/21
(Added Page 4)
(Revised Content)



Note 1
No longer applies, Revision 2

Note 2
Steel Fencing such as Anelostar Montage Commercial or equivalent. From corner of existing wall extending around corner, along drain curb to corner of existing building. With one 8 ft gate installed on west side.

Note 3
Drain basin in lowest corner of outdoor cook area. Equipped with sump pump with 1 inch Schedule 40 PVC connected to interior floor drains.

3 inch Floor Drains, 3 Places - Zurn FD2210-PVG Adjustable Floor Drain

Trench Drains, 2 Places - NDS Pro Series Drain Kit 5-1/2 in. X 39-3/8 in. Deep Profile Channel

Note 4
Endura 360A23, 50 GPM, 100 LBS Grease trap with backup preventer, or equivalent.

Note 5
OutServ 36x36 sliding window. Part # CSE-QS-50-3030-1/4-B-FL or equivalent.

Note 6
100 Amp disconnect, Square D by Electric D323NFB 100-Amp 240-Volt 3-Pole Fusible Outdoor General Duty Safety Switch or equivalent

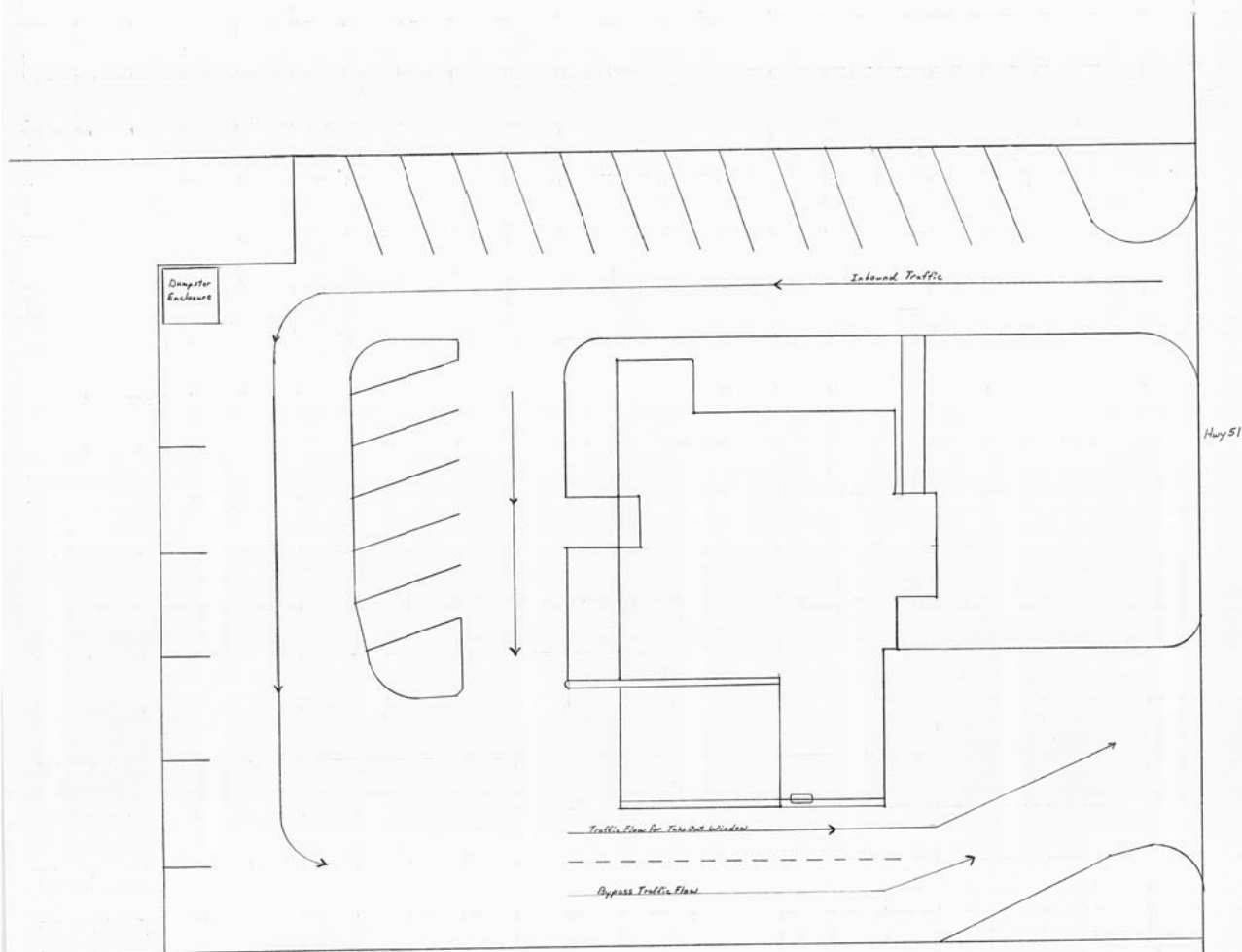
Walk Doors, 2 Places - Standard all steel commercial 30" walk doors

Note 7
4 x 4 Treated Posts, 9 Places, set 24 inches deep with concrete fill, set on approximately 14 ft center.

Roofing - 26 ga, PBR commercial panel, Bronze/Copper color. Rake and Gutter trim installed.

Note 8
3/4 inch Black Iron Natural Gas Supply Line, with One exterior master shutoff valve and One interior master shutoff valve
MIDLINE VALVE 8027256 Lead Free Full Port Forged Brass Ball Valve with Female Threaded IPS Connections, 3/4", 5 places
DOZYANT 3/8 inch Natural Gas Quick Connect Fittings, LP Gas or Propane Hose Quick Disconnect Kit, 6 places

Bayou Daddys Ridgeland, 295 Hwy 51 Renovation	
Page 3 of 4	South & Rear Elevation Views
Scale 1/2" = 1'	Date Created: 9/22/21
Created by: Alex Williams	Revision #: 2
601-316-8971	Changes: 1/10/21
	2/10/21



Note 1
No longer applies, Revision 2

Note 2
Steel Fencing such as Ameristar Montage Commercial or equivalent. From corner of existing wall extending around corner, along drain curb to corner of existing building. With one 8 ft gate installed on west side.

Note 3
Drain basin in lowest corner of outdoor cook area. Equipped with sump pump with 1 inch Schedule 40 PVC connected to interior floor drains.

3 inch Floor Drains, 3 Places - Zurn FD2210-PVC Adjustable Floor Drain

Trench Drains, 2 Places - NOS Pro Series Drain Kit 5-1/2 in. X 39-3/8 in. Deep Profile Channel

Note 4
Endura 3950A03, 50 GPM, 100 LB Grease trap with backup preventer, or equivalent.

Note 5
QuickServ 36x36 sliding window. Part # CSE-QS-50-3030-1/4-B-RL, or equivalent.

Note 6
100 Amp disconnect, Square D by Electric D023NFE 100-Amp 240-Volt 3-Pole Fusible Outdoor General Duty Safety Switch or equivalent

Walk Doors, 2 Places - Standard all steel commercial 3'0" walk doors

Note 7
4 x 4 Treated Posts, 9 Places, set 24 inches deep with concrete fill, set on approximately 14 ft center.

Roofing - 26 ga. PBR commercial panel, Bronze/Copper color. Rake and Gutter trim installed.

Note 8
3/4 inch Black Iron Natural Gas Supply Line, with One exterior master shutoff valve and One interior master shutoff valve
MIGLINE VALVE B02T256 Lead Free Full Port Forged Brass Ball Valve with Female Threaded IPS Connections, 3/4", 2 places
DOZYANT 3/8 inch Natural Gas Quick Connect Fittings, LP Gas or Propane Hose Quick Disconnect Kit, 6 places

Bayou Daddys Ridgeland, 295 Hwy 51 Renovation

Page 4 of 4 Parking and Traffic Flow

Scale 1/2" = 1'

Created by: Alex Williams
601-316-8971

Date Created: 9/22/21

Revision #: 2

Changes: 1/Added Page 4
2/Revised Content

**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, November 23, 2021 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
Lynette Praytor
Connie Suber
Tay Morgan
Leigh Sullivan
Randy Lynn

Members Absent:

David Dunbar
Robert Moore

Also attending:

Jordan Lohman, City Planner

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

The first item on the agenda was **HOMEWOOD SUITES**. The project was presented by **Mr. Jordan Lohman**. The project is located at **853 Centre Street**. The applicant is requesting approval of new colors for their existing building.

Chairman Dicken opened the floor for a motion. Lynette Praytor made a motion to approve the architectural review of the project as a “minor” agenda item. Leigh Sullivan seconded the motion and a vote was taken thereon as follows:

Robert Moore	Absent
Lynette Praytor	Aye
Randy Lynn	Aye
David Dunbar	Absent
Tay Morgan	Aye
Connie Suber	Aye
Leigh Sullivan	Aye

Chairman Dicken then declared the motion to approve the architectural review of the project carried.

The second item on the agenda was **OAKLEY SQUARE - FENCE**. The project was presented by **Mr. Jordan Lohman**. The project is located at **Jackson Street and Magnolia Street**. The applicant is requesting approval of a new perimeter fence and columns along their property line.

Chairman Dicken opened the floor for a motion. Tay Morgan made a motion to approve the architectural review of the project as a “minor” agenda item. Randy Lynn seconded the motion and a vote was taken thereon as follows:

Robert Moore	Absent
Lynette Praytor	Aye
Randy Lynn	Aye
David Dunbar	Absent
Tay Morgan	Aye
Connie Suber	Aye
Leigh Sullivan	Aye

Chairman Dicken then declared the motion to approve the architectural review of the project carried.

The third item on the agenda was **BAYOU DADDY’S**. The project was presented by **Mr. Alex Williams**. The project is located at **295 Highway 51**. The applicant is requesting approval of site plan and architecture for an outdoor addition to an existing building.

Chairman Dicken opened the floor for a motion. Tay Morgan made a motion to approve the architectural review of the project as a “major” agenda item. Leigh Sullivan seconded the motion and a vote was taken thereon as follows:

Robert Moore	Absent
Lynette Praytor	Aye
Randy Lynn	Aye
David Dunbar	Absent
Tay Morgan	Aye
Connie Suber	Aye
Leigh Sullivan	Aye

Chairman Dicken then declared the motion to approve the architectural review of the project carried.

The fourth item on the agenda was **WILSON HYUNDAI PREMIER**. The project was presented by **Mr. Robert Farr** with CDFL. The project is located at **450 Steed Road**. The applicant is requesting approval of site plan and architecture for renovations at their existing location.

Chairman Dicken opened the floor for a motion. Randy Lynn made a motion to approve the architectural review of the project as a “major” agenda item. Connie Suber seconded the motion and a vote was taken thereon as follows:

Robert Moore	Absent
Lynette Praytor	Aye
Randy Lynn	Aye
David Dunbar	Absent
Tay Morgan	Aye
Connie Suber	Aye
Leigh Sullivan	Aye

Chairman Dicken then declared the motion to approve the architectural review of the project carried.

The minutes from the October 26, 2021 meeting were then read and approved by the board. There being no further business to come before the board, the meeting was adjourned.

Bill Dicken, Chairman

ATTEST:

Connie Suber, Secretary

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, SUKHDEW S BEDI, (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 SUKHDEW S Bedi
(hereinafter referred to as "Petitioner").
2. The Petitioner's mailing address is 244 Charlesowne Dr Madison, MS
39110 and the Petitioner's attorney or
representative's mailing address is _____.
3. The Petitioner's phone number is 601-5660154 and the Petitioner's
attorney's phone number is (if applicable) _____.
4. The record title holder of the property is SUKHDEW Bedi,
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 _____

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: 108 Bridgewater Xing

Ridgeland, Mississippi 39157

(and/or) Tax Parcel ID Number(s): 071F-23B-007/00.00

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 Residential R-1A, according to the official zoning map of Ridgeland, Mississippi.

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

Section 210.03 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: Pool House , SECONDARY DWELLING

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?

Majority houses have pool houses in neighborhood

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

will not

- 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.

W/A

- 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?

~~W/A~~

WILL SHARE SAME ACCESS AS

MAIN HOUSE.

- 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?

W/A

- 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

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

~~N/A~~

DRAINAGE WILL MEET ALL

CITY REQUIREMENTS.

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

~~N/A~~

New Construction

WILL SHARE CONNECTIONS & BE

METERED W/ MAIN HOUSE.

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

N/A

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

yes

- 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

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

N/A

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

N/A

NO NEGATIVE IMPACTS.

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

N/A

NO NEGATIVE IMPACTS.

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

no

- 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

11/7/21
DATE

Prepared by:

R. Cratin Lockett, Jr., Esq.
10 Lakeland Circle.
Jackson, Mississippi 39216
(601) 414-4141
MS BAR #100142

Return to:

Lockett Land Title, Inc.
10 Lakeland Circle
Jackson, Mississippi 39216
(601) 414-4141
File #18-00649 LGP

STATE OF MISSISSIPPI
COUNTY OF MADISON

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned

ROBERT C. KING AND PAULA KING, (GRANTOR)

110 Bridgewater Crossing
Ridgeland, MS 39157
(601) 946-2032

does hereby grant, bargain, sell, convey and warrant unto

SUKHDEV S. BEDI AND WIFE, SARIKA C. BEDI, (GRANTEES)

AS JOINT TENANTS WITH FULL RIGHTS OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON,

108 Bridgewater Crossing
Ridgeland, MS 39157
(601) 601-946-0154

the following described real property lying and being situated in **MADISON** County, Mississippi, and being more particularly described as follows, to-wit:

Lot 7, Bridgewater One, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Cabinet C at Slide 161, reference to which is hereby made in aid of and as a part of this description.

TOGETHER WITH: All rights, privileges, and benefits incidental thereto by virtue of the Declaration of Covenants, Conditions, and Restrictions for the Bridgewater Community, recorded in Book 948 at Page 109, and any additional supplements thereto.

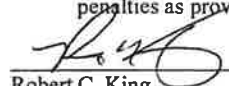
INDEXING INSTRUCTIONS: Lot 7, Bridgewater One, Madison County, MS

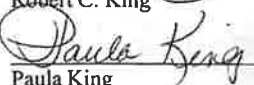
CHI GO TITLE INSURANCE OWNER/SELLER AFFIDAVIT

RE: 108 Bridgewater Crossing
Ridgeland, MS
Commitment/File No.: 18-00649MS

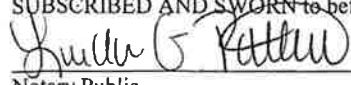
The undersigned, being first duly sworn, hereby make oath or affirm that to the best of his/her/their information, knowledge and belief, the following is true and correct.

1. THAT Affiant(s) is /are over 21 years of age and is/are all of the record titleholder (s) of the above property, as more particularly described in the Commitment.
The street address of the property is: 108 Bridgewater Crossing, Ridgeland, MS
That the United States Taxpayer Identification Number of the undersigned is: _____; and
that the United States address of the undersigned is: 108 Bridgewater Crossing, Ridgeland, MS 39157. The undersigned is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code.
2. As to Mechanics' lien claims: THAT all work or labor that has been done, and any materials furnished in connection with improvements to the property, has been in place not less than twelve (12) months prior to the date of this affidavit and all charges for any material or labor whenever furnished have been paid in full, and the undersigned has no actual knowledge of indebtedness to anyone for any labor or materials or of any mechanics' lien claim against said premises, whether of record or otherwise; FURTHER, there are no outstanding contracts or obligations, either oral or written, for the furnishing of labor, material or services to the property for any improvements thereon, other than: (NOTE: if none, insert "NONE." If such oral or written obligations exist, or if there have been improvements made within twelve (12) months preceding the execution of this affidavit, obtain a Lien Waiver from each named source of labor, material or service):
3. As to contracts and conveyances: THAT no agreement or contract of sale or deed, conveyance, written lease, or any other writing whatsoever is in existence which would adversely affect my/our title to said premises, except that in connection with which this affidavit is given:
4. As to possession: THAT there are no parties in possession of the property or any part thereof other than the undersigned, and I/we have no notice of any adverse claim or notice that someone else has or may have any interest in or a right to use the land.
5. As to judgments and liens: THAT no judgment or lien has been entered and/or recorded in any court of this State or of the United States against said Affiants which remains unsatisfied; THAT no proceedings in bankruptcy have been instituted by or against Affiant(s) in the U.S. Bankruptcy court sitting in any State or territory of the United States within the last seven (7) years.
6. As to taxes and assessments: THAT there are no unpaid or delinquent real estate taxes or public or private benefit assessments against said premises; further, that there are no unpaid or delinquent water or sewer or service charges against said premises. Further, the Affiant (s) has/have not received notice of nor has/have any actual knowledge of any recent or future planned improvements (such as street or alley paving, sidewalks, street lighting, surface drainage, etc.) that will or might result in a special assessment against this property. Additionally, Affiant (s) has/have no actual knowledge of any unpaid homeowners, condominium, or other related special assessments regarding the property
7. I/We have received no notice of the violation of any Zoning law or ordinance affecting the property.
8. I/We have no actual knowledge of any violations by me/us or any prior owners or any restrictive covenants affecting the property.
9. I/We have no actual knowledge of any encroachments of improvements onto adjoining properties including but not limited to walls or fences nor do I/we have any actual knowledge of the encroachment of improvements into drainage and utility easement areas.
10. I/We have never had my/our access (whether vehicular or pedestrian) to and from a public street disputed or limited in any way.
11. I/We have no actual knowledge of any problems relating to either the issuance of a building permit or the failure to obtain one for any improvements to the property.
12. I/We have no actual knowledge of any violations of State or local subdivision laws or ordinances.
13. THAT I/We understand that this Affidavit is made to induce Chicago Title Insurance Company to issue an owner and/or loan policy on the property without exception to any adverse matters that would be disclosed by this affidavit; and
14. THAT Affiant (s) further state (s) that he/she/they is/are each familiar with the nature of an oath; and with the penalties as provided by Mississippi law for falsely swearing to statements made in an instrument of this nature.


Robert C. King


Paula King

SUBSCRIBED AND SWORN to before me this 20th day of April, 2018


Notary Public

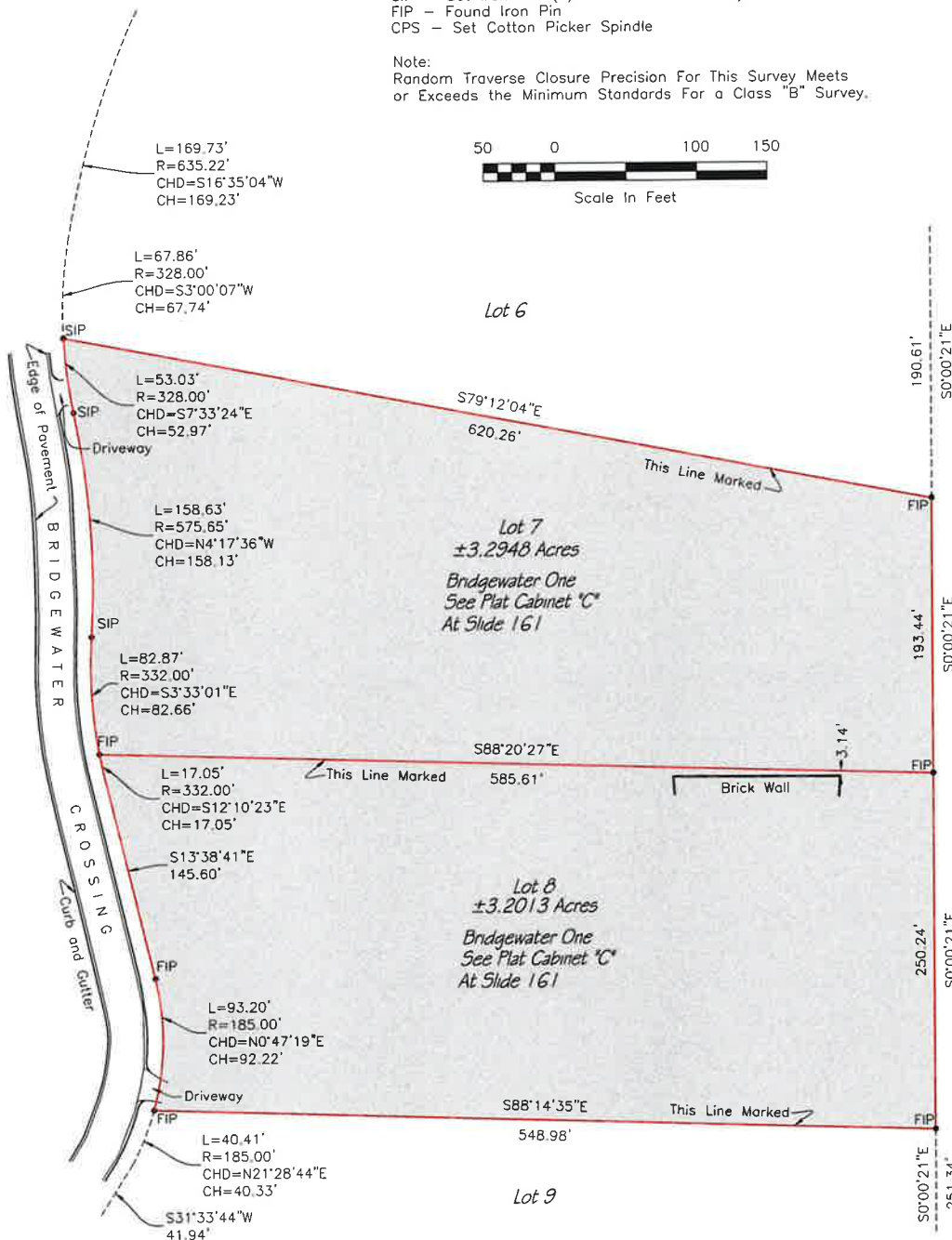
My commission expires:



Class "B" Survey
 Bearings Based on Survey
 Grade GPS Observations
 Taken April 16, 2018
 (Geodetic North)

POB - Point of Beginning
 POC - Point of Commencement
 SIP - Set Iron Pin (1/2" x 18" Iron Rebar)
 FIP - Found Iron Pin
 CPS - Set Cotton Picker Spindle

Note:
 Random Traverse Closure Precision For This Survey Meets
 or Exceeds the Minimum Standards For a Class "B" Survey.



I CERTIFY THAT THE INFORMATION SHOWN
 ON THIS PLAT IS THOROUGH AND ACCURATE
 TO THE BEST OF MY KNOWLEDGE.



PLAT OF SURVEY OF LOTS 7 & 8,
 BRIDGEWATER ONE, CITY OF RIDGELAND,
 MADISON COUNTY, MISSISSIPPI



MCMASTER & ASSOCIATES, INC.
 CIVIL ENGINEERS & LAND SURVEYORS

212 WATERFORD SQUARE
 SUITE 300
 MADISON, MS 39110
 601.605.1090

DATE: 4-24-2018

SCALE: 1" = 100'

JOB NO: M-2614



ADDRESS
LANDSCAPE DESIGN STUDIO
208 W. JACKSON ST.
RIDGELAND, MS 39157
601.948.0927
info@landscapestudio.net

NO.	DATE	DESCRIPTION

PROJECT
BEDI RESIDENCE
Lot #7, Bridge water One
Ridgeland, MS 39157

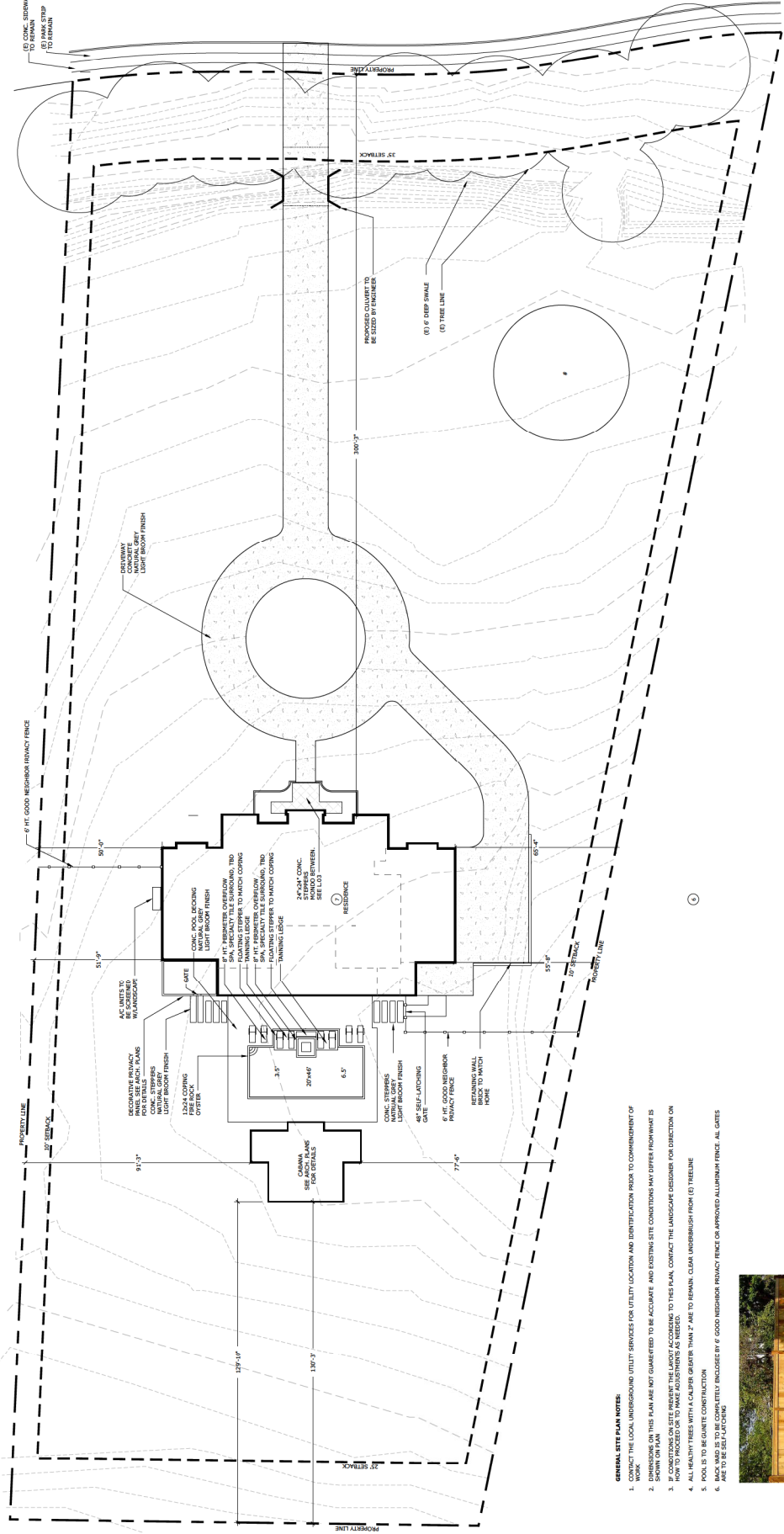
DATE
September 10, 2021

SCALE
AS SHOWN

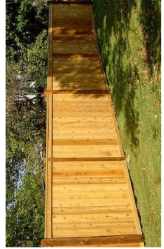
DRAWN/CHECKED BY
N/A

SHEET DESCRIPTION
SITE PLAN

SHEET NO.
L.01



- GENERAL SITE PLAN NOTES:**
1. THE LOCAL UNDERGROUND UTILITY SERVICES FOR UTILITY LOCATION AND IDENTIFICATION PRIOR TO COMMENCEMENT OF WORK.
 2. DIMENSIONS ON THIS PLAN ARE NOT GUARANTEED TO BE ACCURATE AND EXISTING SITE CONDITIONS MAY DIFFER FROM WHAT IS SHOWN ON THIS PLAN.
 3. IF CONDITIONS ON SITE INFRINGE THE LARGEST ACCORDING TO THIS PLAN, CONTACT THE LANDSCAPE DESIGNER FOR DIRECTION ON HOW TO PROCEED OR TO MAKE ADJUSTMENTS AS NEEDED.
 4. ALL HEALTHY TREES WITH A CALIPER GREATER THAN 2" ARE TO REMAIN. CLASH UNBROUGHT FROM (E) TREELINE
 5. POOL IS TO BE GUANTE CONSTRUCTION
 6. BACKYARD IS TO BE COMPLETELY ENCLOSED BY 6' GOOD NEIGHBOR PRIVACY FENCE OR APPROVED ALUMINUM FENCE. ALL GATES ARE TO BE 20'-0" WIDE.



GOOD NEIGHBOR FENCE

ALL UTILITY AREAS TO BE LOCATED
ALL UNDERGROUND UTILITIES
ALL EXISTING TREES TO BE MAINTAINED
CONSERVATION OF EXISTING TREES
RESPECTING ALL UTILITIES HAVE
BEEN CLEARLY MARKED.



[illegible]

BEDI RESIDENCE
PROJECT
Lot #7, Bridge water One
Ridgeland, MS 39157

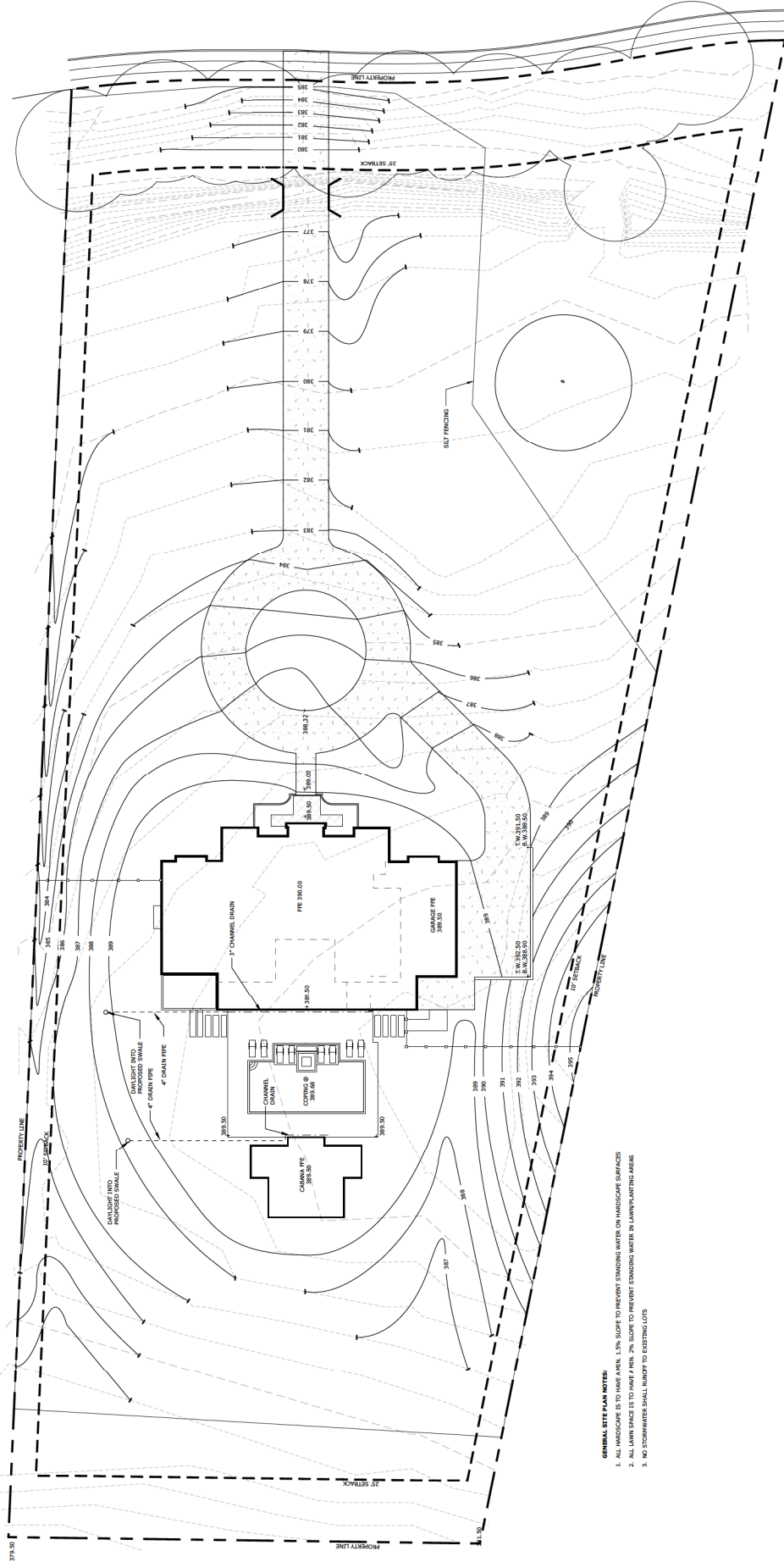
DATE
September 10, 2021

SCALE
AS SHOWN

DRAWN/CHECKED BY: MB

SHEET DESCRIPTION
DRAINAGE PLAN

SHEET NO.



- GENERAL SITE PLAN NOTES:**
1. ALL HARDSCAPE IS TO HAVE A MIN. 1.5% SLOPE TO PREVENT STANDING WATER ON HARDSCAPE SURFACES
 2. ALL LAWN SPACE IS TO HAVE A MIN. .2% SLOPE TO PREVENT STANDING WATER IN LAWN/PLANTING AREAS
 3. NO STORMWATER SHALL RUNOFF TO EXISTING LOTS



ADDRESS
LANDSCAPE DESIGN STUDIO
208 W. JACKSON ST.
RIDGELAND, MS 39157
p: 601.948.0000
e: info@landscapestudio.net
www.landscapestudio.net

NO.	DATE	DESCRIPTION

PROJECT
BEDI RESIDENCE
Lot #7, Bridge water One
Ridgeland, MS 39157

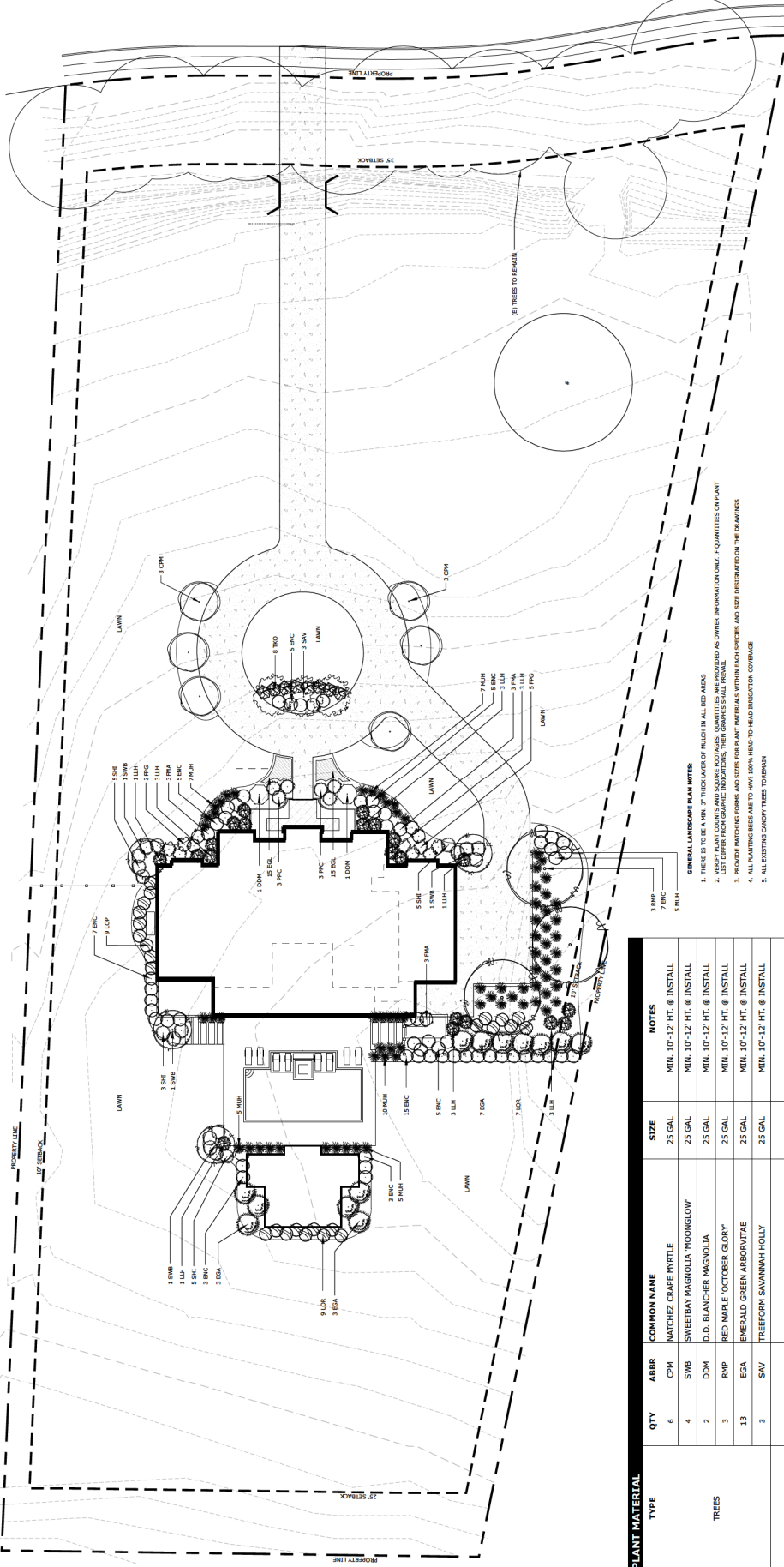
DATE
September 10, 2021

SCALE
AS SHOWN

DRAWN/CHECKED BY
NH

SHEET DESCRIPTION
LANDSCAPE PLAN

SHEET NO.
L.03



- GENERAL LANDSCAPE PLAN NOTES**
1. THERE IS TO BE A MIN. 3" THICK CURB OF ALUMINUM IN ALL BED AREAS.
 2. ALL PLANTINGS SHALL BE PROVIDED AS GROWN INFORMATION ONLY. 7" QUANTITIES ON PLANT LIST EXCEPT FROM GRAPHIC INDICATORS, THEN QUANTITIES SHALL PREVAIL.
 3. PROVIDE MATCHING FORMS AND SIZES FOR PLANT MATERIALS WITHIN EACH SPECIES AND SIZE DESIGNATED ON THE DRAWINGS.
 4. ALL PLANTING BEDS ARE TO HAVE 100% HEAD-TO-HEAD IRREGULAR COVERAGE.
 5. ALL EXISTING CANOPY TREES TO REMAIN.

Line	Item	Quantity	Unit
A	Total Existing Canopy Coverage of site	43,943	(Square Feet)
B	Baseline for Mitigation (Line A times 20 divided by 43,560 SF)	19.72	(Mitigation Credits)
C	Existing Canopy Coverage to be Preserved	43,943	(Square Feet)
D	Preservation Tree Credit (Line C divided by 1000 SF)	43.94	(Mitigation Credits)
E	Total Mitigation Requirement (Line B minus Line D)	-24.22	(Mitigation Credits)
F	Mitigation Option A: On-site Mitigation in form of trees	--	(Mitigation Credits)
G	Mitigation Option B: Contribution to the In-Lieu Fund (Line E minus Line F times \$200.00)	--	(Dollars)

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

PLANT MATERIAL TYPE	QTY	ABBR	COMMON NAME	SIZE	NOTES
TREES	6	CPH	NATCHEZ CHAPE MYRTLE	25 GAL	MIN. 10'-12" HT. @ INSTALL
	4	SVB	SWEETBAY MAGNOLIA 'MOONGLOW'	25 GAL	MIN. 10'-12" HT. @ INSTALL
	2	DDM	D.D. BLANCHER MAGNOLIA	25 GAL	MIN. 10'-12" HT. @ INSTALL
	3	RMP	RED MALE 'OCTOBER GLORY'	25 GAL	MIN. 10'-12" HT. @ INSTALL
	13	EGA	EMERALD GREEN ARBORETTAE	25 GAL	MIN. 10'-12" HT. @ INSTALL
SHRUBS & GRASSES	3	SAV	TREEFORM SAVANNAH HOLLY	25 GAL	MIN. 10'-12" HT. @ INSTALL
	66	MUH	PINK MUHLY GRASS	3 GAL	MIN. 24" HT. @ INSTALL
	8	PRG	FROSTPROOF GARDENIA	3 GAL	MIN. 18" HT. @ INSTALL
	9	FMA	FRANCIS MASON ABELIA	3 GAL	MIN. 18" HT. @ INSTALL
	57	ENC	ENCORE AZALEA	3 GAL	MIN. 24" HT. @ INSTALL
	15	LOR	LOROPETALUM	3 GAL	MIN. 18" HT. @ INSTALL
	9	LOR	LOROPETALUM	7 GAL	MIN. 30" HT. @ INSTALL
	18	SHI	SHI SHI CAMELLIA	3 GAL	MIN. 18" HT. @ INSTALL
	6	PPC	PRINKLES RODODENDRUS	3 GAL	MIN. 18" HT. @ INSTALL
	18	LLH	LIMELIGHT HYDRANGEA	3 GAL	MIN. 18" HT. @ INSTALL
GROUNDCOVERS & SEASONAL	8	TKO	KNOCKOUT ROSE	3 GAL	MIN. 24" HT. @ INSTALL
	30	EGL	EVERGREEN GIANT LIRIOPE	1 GAL	12" HT.

ArcGIS Web Map



10/12/2021, 8:23:00 AM

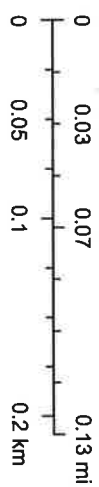
Zoning R-1A

R-E City Limits

Parcels

Addresses

1:4,514



Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

**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, November 18, 2021, 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:

Bernie Giessner
Larry Miller
Don Roberts
Michelle Caballero
Theresa Kennedy
Judy Rice
Jim Collette

Absent:

Drew Malone

Also present:

Zachary L. Giddy, 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 by Larry Miller.

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 for Sukhdev Bedi –
Petitioner

Property Address/Description:
108 Bridgewater Crossing

Tax Parcel No:
071F-23B-007/00.00
(November 18, 2021)

4. Public Hearing for Petition and Application for Conditional Use for B&W
Promotions (Bayou Daddy's) – *Petitioner*

Property Address/Description:
295 Highway 51

Tax Parcel No:
072I-30C-004/00.00
(November 18, 2021)

5. Public Hearing for Petition and Application for Conditional Use for Korean Church in
Jackson – *Petitioner*

Property Address/Description:
360 Towne Center Boulevard

Tax Parcel No:
072I-31A-052/04.00
(November 18, 2021)

6. Old Business/New Business.
7. Adjourn

The Board considered the Minutes of the Nov. 4, 2021, meeting. Mr. Miller moved to approve the minutes as written. The motion was seconded by Ms. Caballero and approved unanimously.

**Public Hearing for Petition and Application for
Conditional Use Permit for Sukhdev Bedi**

Chairman Bernie Giessner opened the Public Hearing on the Petition and Application for

Conditional Use Permit for Sukhdev Bedi for property located at 108 Bridgewater Crossing and identified by Tax Parcel Number 071F-23B-007/00.00. The subject property is presently zoned R-1A. Jordan Lohman presented the Petition confirming notice was sent. Petitioner Mr. Bedi was present. Petitioner is requesting the conditional use permit to allow him to construct a secondary dwelling on the subject property. He stated that a bedroom in a pool house with toilet and kitchen make the structure a dwelling. The structure will have the same address as the main house.

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. Collette, the Board present voted unanimously to recommend to the Mayor and Board of Aldermen that they approve a conditional use to allow Petitioner to construct a secondary dwelling on the subject property located within the R-1A Residential District.

Public Hearing for Petition and Application for Conditional Use Permit for B&W Promotions (Bayou Daddy's)

Chairman Bernie Giessner opened the Public Hearing on the Petition and Application for Conditional Use Permit for B&W Promotions (Bayou Daddy's) for property located at 295 Highway 51 and identified by Tax Parcel Number 072I-30C-004/00.00. The subject property is presently zoned C-2A. Jordan Lohman presented the Petition confirming notice was sent. Petitioner Chad Bass was present. Petitioner is requesting the conditional use permit to allow him to operate a crawfish restaurant in the current building which was previously a bank with a drive-thru window on the subject property. The drive thru window has been previously boarded up. The proposed use will be more of a pick-up window rather than a drive thru as there will only be take-out and pickup. No outdoor seating or dine in services are proposed at this time. Parking requirements are met.

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. Collette, the Board present voted unanimously to recommend to the Mayor and Board of Aldermen that they approve a conditional use to allow Petitioner to operate a restaurant with a pickup/drive-thru window on the subject property located within the C-2A (Arterial Streets), General Commercial District.

Public Hearing for Petition and Application for Conditional Use Permit for Korean Church in Jackson

Chairman Bernie Giessner opened the Public Hearing on the Petition and Application for Conditional Use Permit for Korean Church in Jackson for property located at 360 Towne Center

Blvd. and identified by Tax Parcel Number 072I-31A-052/04.00. The subject property is presently zoned C-1. Jordan Lohman presented the Petition confirming notice was sent. Samuel Lee was present on behalf of Petitioner. Petitioner is requesting the conditional use permit to allow a church to operate on the subject property. Mr. Lee stated the church was originally located in Raymond for 40 years and recently bought the subject property. The church is part of the Presbyterian Church with approximately 20-25 members and that parking is sufficient and the parking requirements have been met.

Opposition was given an opportunity to respond.

Mr. Greg Keenum, adjacent landowner spoke in opposition. Mr. Keenum stated he was not notified or given opportunity to review the petition – noticed with sign on subject property and advertised in the paper. Mr. Keenum stated he is not aware of any other churches in the vicinity of the subject property, that he is not familiar with the Petitioner church and the present building is in four suites and in his opinion not suitable for a church.

Ms. Caballero stated there was an objection letter received – the objection letter stated that there was no objections to alcohol sales.

Petitioner stated they are working with an architect to have Sunday School in classrooms. He further stated that Suites A and B are occupied by the church, Suite C is rented out to a real estate agent and Suites D and E are open.

There was no one else present to speak in opposition or in favor of the petition.

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 present voted unanimously to recommend to the Mayor and Board of Aldermen that they approve a conditional use to allow Petitioner to operate a church on the subject property located within the C-1 General Commercial District with the condition of this approval, any buffer and/or distance requirements for the sale of alcohol as contained in any Ridgeland ordinance are specifically waived by the applicant, its successor and assigns so long as the property is conditionally used as a church.

OLD BUSINESS

None.

NEW BUSINESS

Jordan Lohman polled the Board Members for availability on Dec. 9 as there are several matters to be heard at that time.

There was no further business to be presented.

ADJOURN

Ms. Kennedy moved that the meeting be adjourned. The motion was seconded by Mr. Collette and approved unanimously.

WITNESS OUR HANDS, this the _____ day of _____, 2021.

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 108 BRIDGEWATER CROSSING,
PARCEL NO. 071F-23B-007/00.00, CITY OF RIDGELAND,
MADISON COUNTY, MISSISSIPPI**

WHEREAS, Sukhdev S. Bedi (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 R-1A, Single Family Residential 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 November 18, 2021, at 6:00 o'clock p.m.; and,

WHEREAS, the City Clerk did cause notice of the November 18, 2021, 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, at the time, date and place specified in the notice, the Zoning Board of the City of Ridgeland, Mississippi, did conduct a full and complete hearing on the Petition 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 November 18, 2021, 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 construct a pool house as a secondary dwelling which will include a bedroom, bathroom and kitchen on the subject property within the R-1A Single Family Residential District.

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 construct a pool house as a secondary dwelling which will include a bedroom, bathroom and kitchen on the subject property within the R-1A Single Family Residential District.

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

Lot 7, Bridgewater One, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Cabinet C at Slide 161, reference to which is hereby made in aid of and as a part of this description.

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 _____, 2021.

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 _____, 2021.

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 108 BRIDGEWATER CROSSING, PARCEL NO. 071F-23B-007/00.00,
CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI**

WHEREAS, Sukhdev S. Bedi (the "Petitioner"), did file a Petition and Application for a Conditional Use Permit on property described herein, which property is located in an R-1A, Single Family Residential 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 November 18, 2021, 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:

Lot 7, Bridgewater One, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Cabinet C at Slide 161, reference to which is hereby made in aid of and as a part of this description.

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 _____, 2021.

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 _____, 2021.

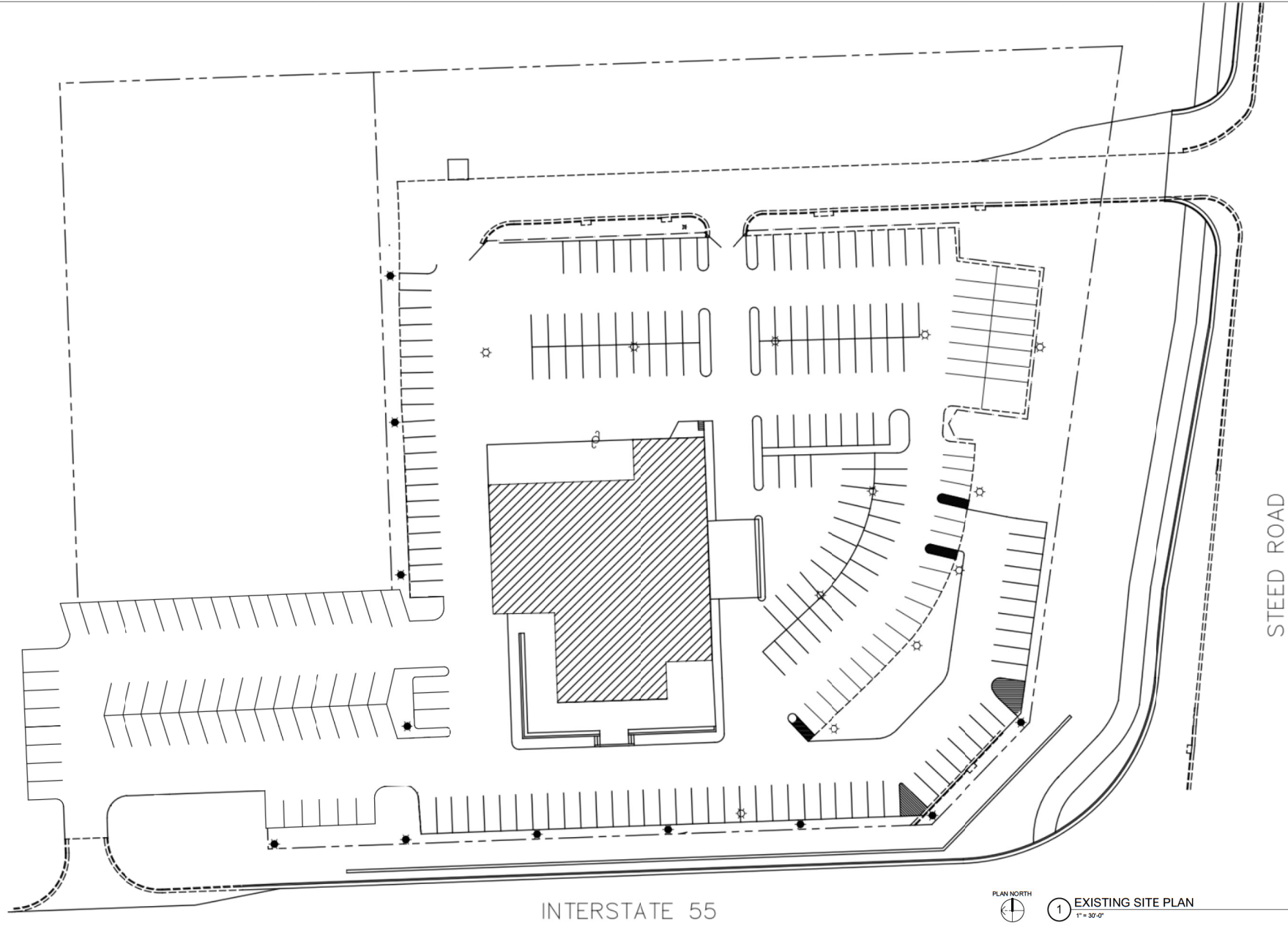
Gene F. McGee, Mayor of the City of
Ridgeland, Mississippi

Attest:

Paula Tierce, City Clerk

[S E A L]





INTERSTATE 55

STEED ROAD



1 EXISTING SITE PLAN
1" = 30'-0"

Wilson Hyundai Premier Ridgeland

450 Steed Road
Ridgeland, MS 39157

Doug Wilson

NOT FOR
CONSTRUCTION
35% REVIEW
SUBMITTAL

EXISTING SITE PLAN

A-001

PROJECT NUMBER

CDFL #20-240

REVISIONS

DATE

NO.

DATE

cdfl.com
401.344.3110

3221 Old Canton Rd
Suite 200
Jackson, MS
39216

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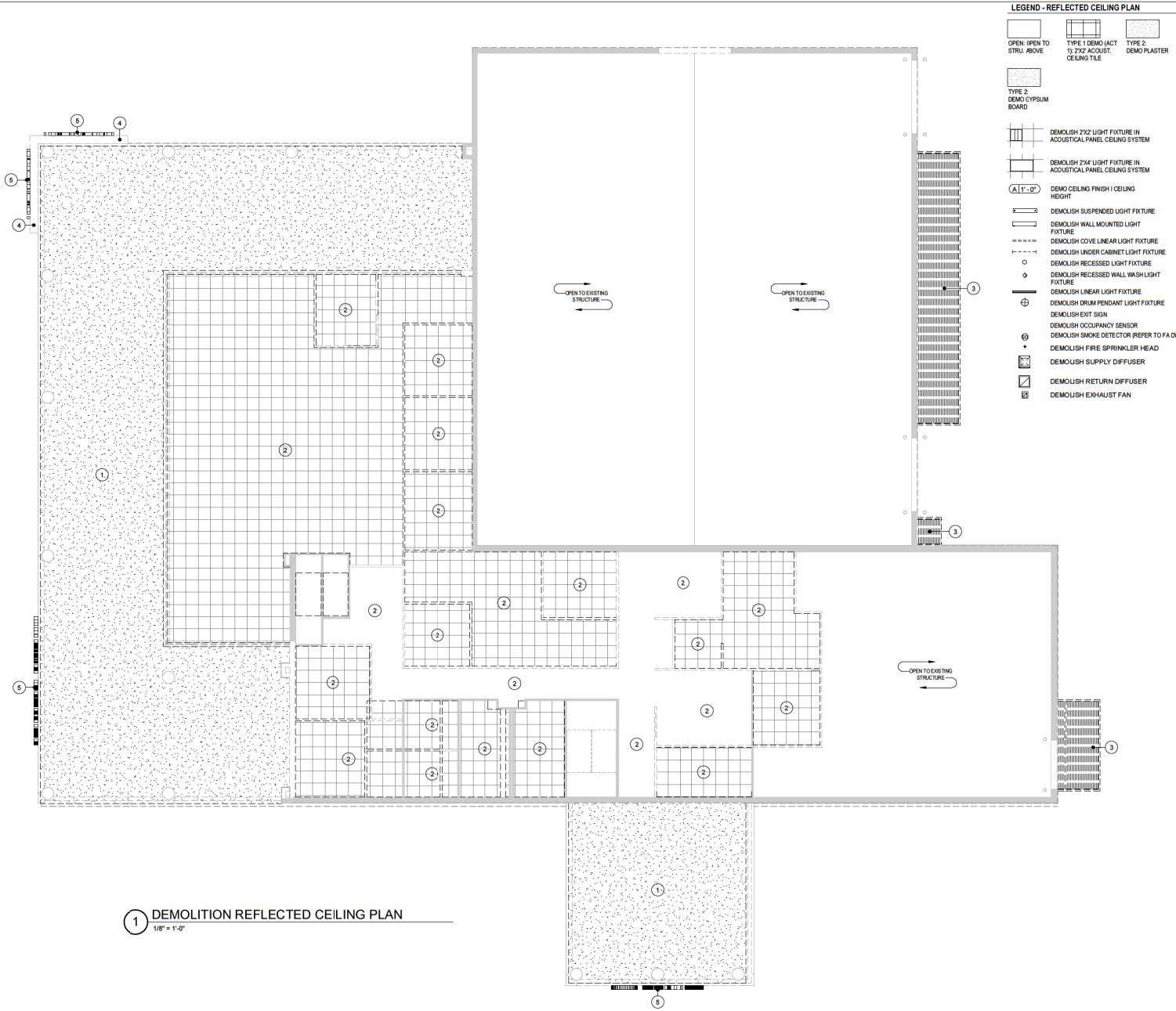
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1 DEMOLITION REFLECTED CEILING PLAN
1/8" = 1'-0"

LEGEND - REFLECTED CEILING PLAN

- OPEN: OPEN TO STRU. ABOVE
- TYPE 1 DEMO (ACT 1) 2X2 ACoust. CEILING TILE
- TYPE 2 DEMO PLASTER
- TYPE 2 DEMO GYPSUM BOARD
- DEMOLISH 2'X2' LIGHT FIXTURE IN ACOUSTICAL PANEL CEILING SYSTEM
- DEMOLISH 2'X2' LIGHT FIXTURE IN ACOUSTICAL PANEL CEILING SYSTEM
- DEMOLISH CEILING FINISH (CEILING HEIGHT)
- DEMOLISH SUSPENDED LIGHT FIXTURE
- DEMOLISH WALL MOUNTED LIGHT FIXTURE
- DEMOLISH COVE LINEAR LIGHT FIXTURE
- DEMOLISH UNDER CABINET LIGHT FIXTURE
- DEMOLISH RECESSED LIGHT FIXTURE
- DEMOLISH RECESSED WALL WASH LIGHT FIXTURE
- DEMOLISH LINEAR LIGHT FIXTURE
- DEMOLISH DRUM PENDANT LIGHT FIXTURE
- DEMOLISH EXIT SIGN
- DEMOLISH OCCUPANCY SENSOR
- DEMOLISH SMOKE DETECTOR (REFER TO F.A. DWGS)
- DEMOLISH FIRE SPRINKLER HEAD
- DEMOLISH SUPPLY DIFFUSER
- DEMOLISH RETURN DIFFUSER
- DEMOLISH EXHAUST FAN

GENERAL DEMOLITION NOTES

- ALL INFORMATION IS BASED ON OWNER SUPPLIED DOCUMENTS AND FIELD OBSERVATIONS AND MAY NOT REFLECT COMPLETELY THE ACTUAL FIELD CONDITIONS. UPON DISCOVERY OF ANY INCONSISTENCIES BETWEEN THE DRAWINGS DESCRIBING THE EXISTING CONDITIONS OR UNKNOWN CONDITIONS THAT ARE DETRIMENTAL TO THE COMPLETION OF THE WORK AS DESCRIBED IN THE CONSTRUCTION DOCUMENTS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ARCHITECT IN WRITING OF THE CONDITION IN QUESTION BEFORE PROCEEDING WITH THE WORK IN THAT AREA.
- THE CONTRACTOR SHALL NOTIFY THE ARCHITECT IMMEDIATELY IN WRITING IF ANY WORK DESCRIBED IN THE CONSTRUCTION DOCUMENTS CANNOT BE PERFORMED DUE TO EXISTING FIELD CONDITIONS.
- SALVAGE IS DEFINED AS CAREFULLY REMOVING AND RETAINING ITEMS FOR RE-USE OR TO BE RETURNED TO THE OWNER.
- THE EXISTING FACILITIES SHALL BE SURVEYED BY THE ARCHITECT, OWNER AND CONTRACTOR PRIOR TO DEMOLITION. ANY MATERIALS AND FIXTURES TO BE SALVAGED AND OR RE-USED TO BE DETERMINED BY THE OWNER. SALVAGED ITEMS TO BE TAGGED BY THE CONTRACTOR AS DIRECTED BY THE OWNER AND SHALL BE PROTECTED AND STORED FOR RE-USE AND/OR RETURNED TO THE OWNER.
- ALL MAJOR MECHANICAL, PLUMBING AND ELECTRICAL ITEMS SHALL BE REMOVED BY THE RESPECTIVE TRADES. ALL ITEMS TO BE REMOVED ARE NOT NECESSARILY SHOWN ON THESE DOCUMENTS.
- REFER TO MECHANICAL, PLUMBING AND ELECTRICAL DRAWINGS FOR DEMOLITION OF UTILITIES.
- SPECIAL CARE SHALL BE TAKEN AT THE INTERFACE BETWEEN DEMOLITION AND EXISTING CONSTRUCTION TO REMAIN TO AVOID DAMAGE TO ANY SYSTEM TO REMAIN AND OR BE RE-INSTALLED.
- THE CONTRACTOR IS RESPONSIBLE FOR THE EXISTING SUBSTRATE CORRECTION IN ALL AREAS WHERE MECHANICAL, PLUMBING AND ELECTRICAL EQUIPMENT AND SERVICES ARE REMOVED AND/OR CHANGED.
- IF ANY EXISTING FIREPROOFING OR OTHER RATED ASSEMBLIES WHICH ARE INDICATED TO REMAIN ARE DAMAGED DURING DEMOLITION, THE CONTRACTOR SHALL REPAIR DAMAGE TO THE LEVEL OF THE ORIGINAL FIRE PROTECTION REQUIREMENTS.
- THE CONTRACTOR SHALL NOTIFY, COORDINATE, SCHEDULE AND RECEIVE PRIOR PERMISSION FROM THE OWNER IF ANY SHUT-DOWN OF SERVICES IS NECESSARY TO COMPLETE THE WORK. NOTIFICATION SHALL INCLUDE THE TYPE OF SERVICE TO BE SHUT-DOWN, AREAS AFFECTED, REQUESTED SHUT-DOWN DATES AND LENGTH OF TIME SERVICE WILL BE DOWN.
- THE CONTRACTOR IS RESPONSIBLE FOR ALL SHORING AND BRACING NECESSARY TO MAINTAIN STRUCTURAL INTEGRITY.
- THE CONTRACTOR SHALL NOT CUT STRUCTURAL WORK IN A MANNER RESULTING IN A REDUCTION OF THE LOAD CARRYING CAPACITY OR LOAD/DEFLECTION RATIO. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT OF ALL STRUCTURAL CUTS PRIOR TO EXECUTION, SO THAT APPROVAL CAN BE OBTAINED FROM THE STRUCTURAL ENGINEER.
- PROVIDE TEMPORARY PROTECTION AS NECESSARY TO SEAL THE BUILDING FROM THE ELEMENTS AND MAINTAIN BUILDING SECURITY WHERE DEMOLITION IS INDICATED.
- THE EXISTING BUILDING ENVELOPE IS TO REMAIN WATERTIGHT AT ALL TIMES. THE CONTRACTOR SHALL REPLACE OR REPAIR ANY EXISTING FINISHES TO REMAIN WHICH ARE DAMAGED DURING DEMOLITION AND CONSTRUCTION. THIS INCLUDES CEILING FINISHES AND SUPPORTS, WALL COVERINGS AND FINISHES, FLOOR COVERINGS, ETC.
- THE CONTRACTOR SHALL MAINTAIN EMERGENCY EGRESS FOR ALL OCCUPIED AREAS OF THE BUILDING THROUGHOUT CONSTRUCTION, AS REQUIRED.
- PREPARE ALL AREAS OF DEMOLITION TO RECEIVE NEW FINISHES, IE: SCRAPE CLEAN, PATCH, REPAIR SAND SMOOTH ALL EXISTING SURFACES.
- ALL EXTERIOR BUILDING SIGNAGE TO BE REMOVED AND STORED FOR RE-USE AS DIRECTED BY OWNER. CONTRACTOR TO TEST AND REPLACE BULBS AND CIRCUITS OF ANY BACKLIT EXTERIOR BUILDING SIGNAGE UNITS TO BE RE-USED. ALL RE-USED EXTERIOR BUILDING SIGNAGE TO BE CLEANED BEFORE RE-INSTALLATION.

SHEET NOTES - DEMOLITION RCP

- DEMOLISH THE EXISTING PLASTER CEILING AND FRAMING SYSTEM.
- DEMOLISH THE EXISTING ACOUSTICAL CEILING TILE (ACT) AND FRAMING SYSTEM.
- DEMOLISH THE EXISTING ALUMINUM CANOPY.
- DEMOLISH THE EXISTING DECORATIVE EPS CLAD ACCENT WALL AND MOUNTING ASSEMBLIES.
- DEMOLISH THE EXISTING BACKLIT BUILDING SIGN AND MOUNTING ASSEMBLIES.

LEGEND - DEMOLITION

- AREAS OF NEW CONSTRUCTION
- AREAS OF CONSTRUCTION TO BE DEMOLISHED
- AREAS OF EXISTING CONSTRUCTION TO REMAIN

CDL

COOKE DOUGLASS FARR LEMONS, ARCHITECTS + ENGINEERS PA

PROJECT NUMBER

CDL #20-240

DATE

2021.11.04

DRAWN BY

TE

REVISIONS

NO. DATE

Wilson Hyundai Premier Ridgeland

450 Sneed Road
Ridgeland, MS 39157

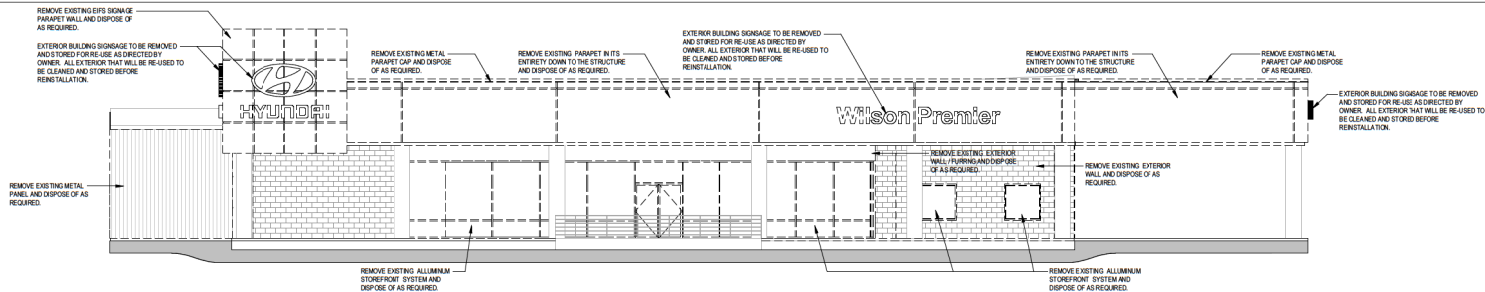
Doug Wilson

NOT FOR CONSTRUCTION

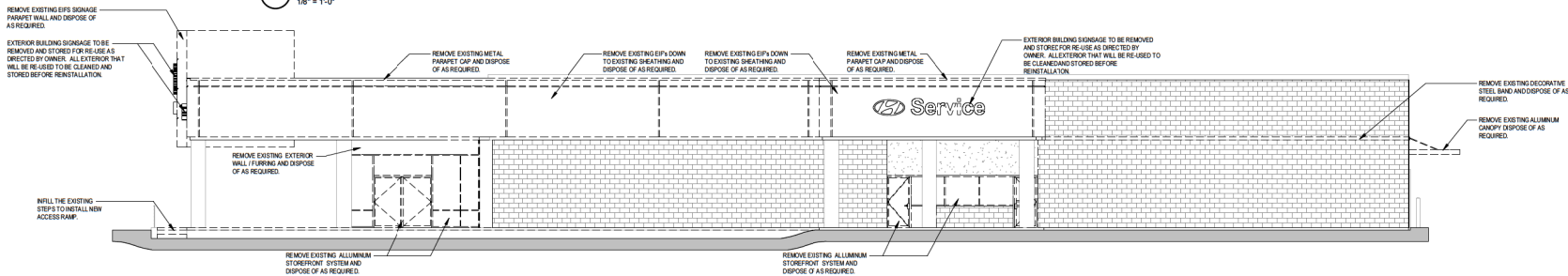
35% REVIEW SUBMITTAL

DEMOLITION REFLECTED CEILING PLAN

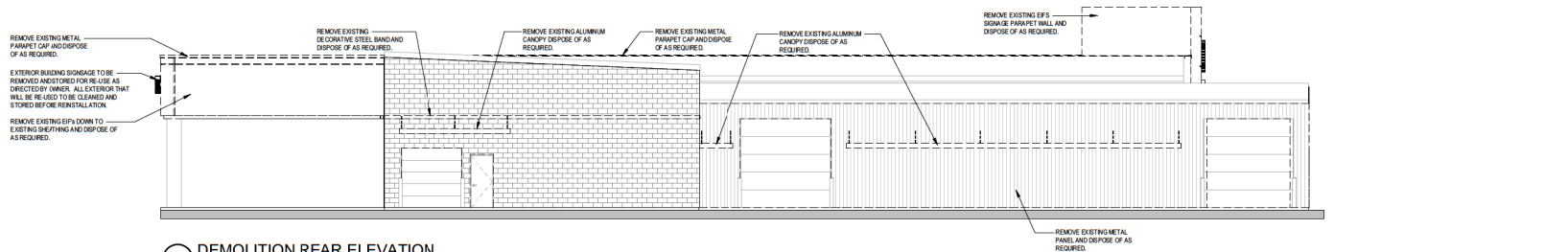
AD-102



1 DEMOLITION FRONT ELEVATION

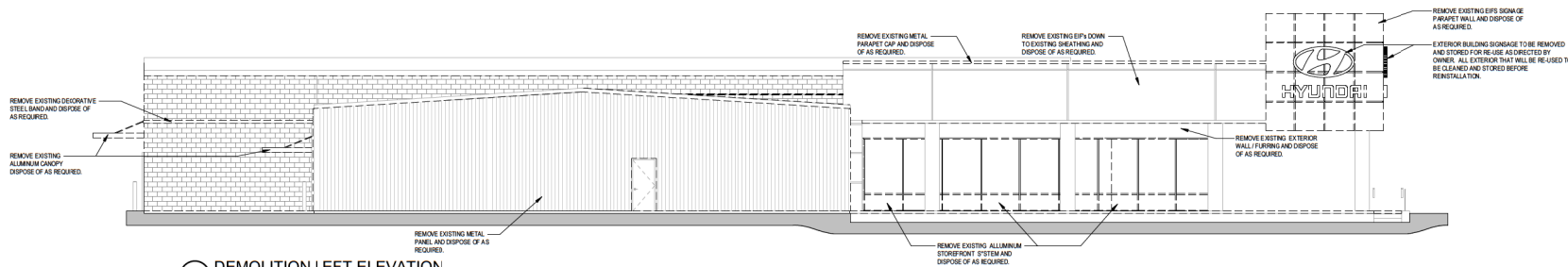
$$\frac{1}{8}'' = 1'-0''$$


2 DEMOLITION RIGHT ELEVATION

$$\frac{1}{8}'' = 1'-0''$$


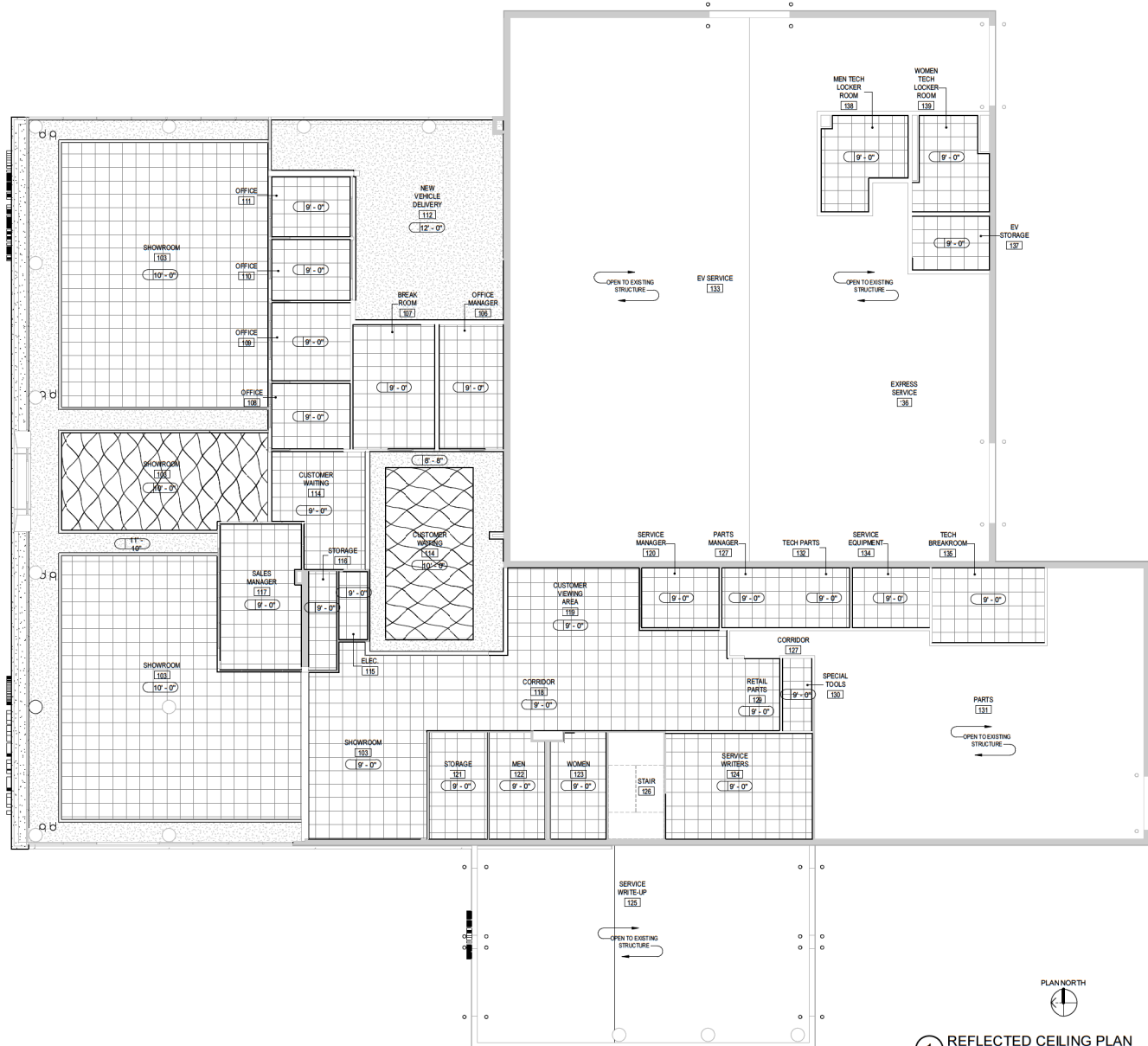
3 DEMOLITION REAR ELEVATION

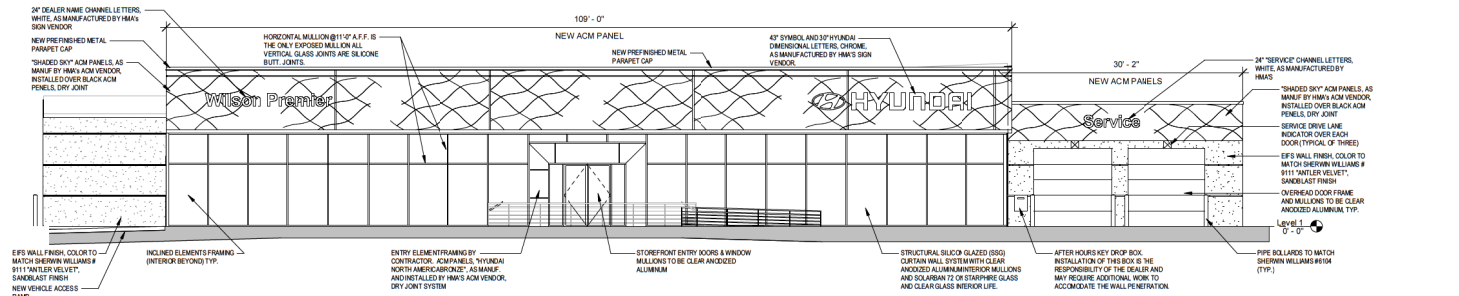
1/8" = 1'-0"



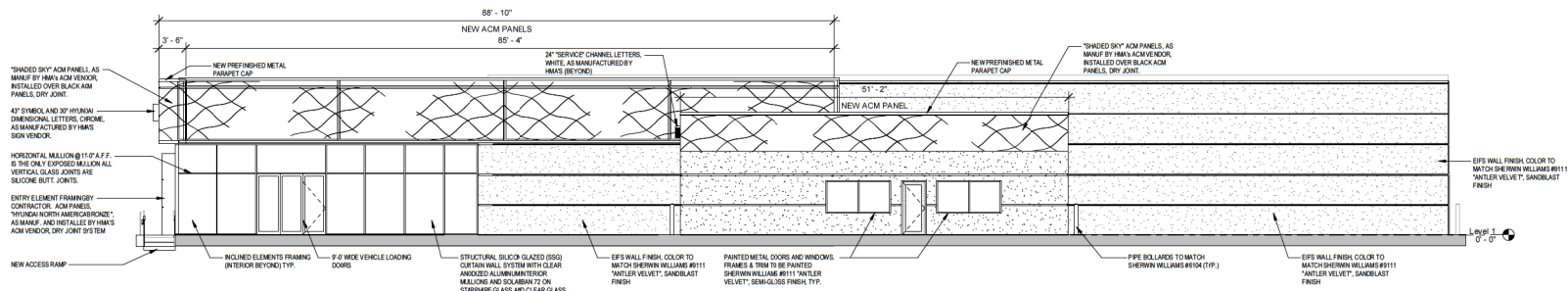
4 DEMOLITION LEFT ELEVATION

$$\frac{1}{8}'' = 1'-0''$$

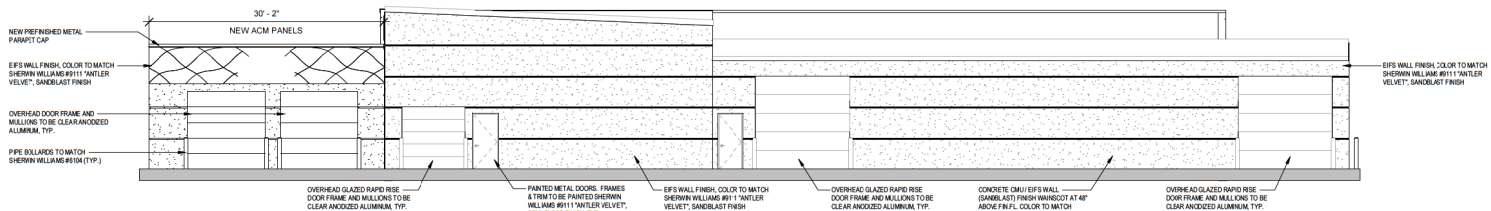




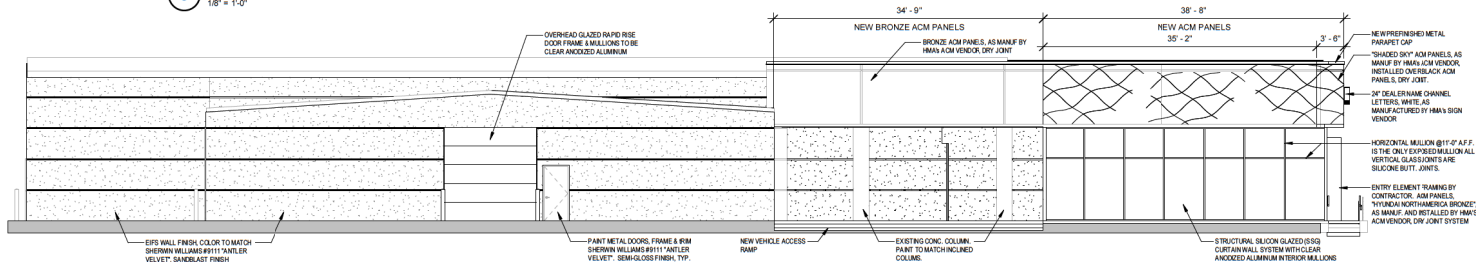
1 NEW FRONT ELEVATION
1/8" = 1'-0"



2 NEW RIGHT ELEVATION
1/8" = 1'-0"



3 NEW REAR ELEVATION
1/8" = 1'-0"



4 NEW LEFT ELEVATION
1/8" = 1'-0"

PROJECT NUMBER		DATE		DRAWN BY		TE	
CDFL #20-240		2021.11.04		TE			
REVISIONS		DATE		NO.			

Wilson Hyundai Premier Ridgeland

450 Seed Road
Ridgeland, MS 39157

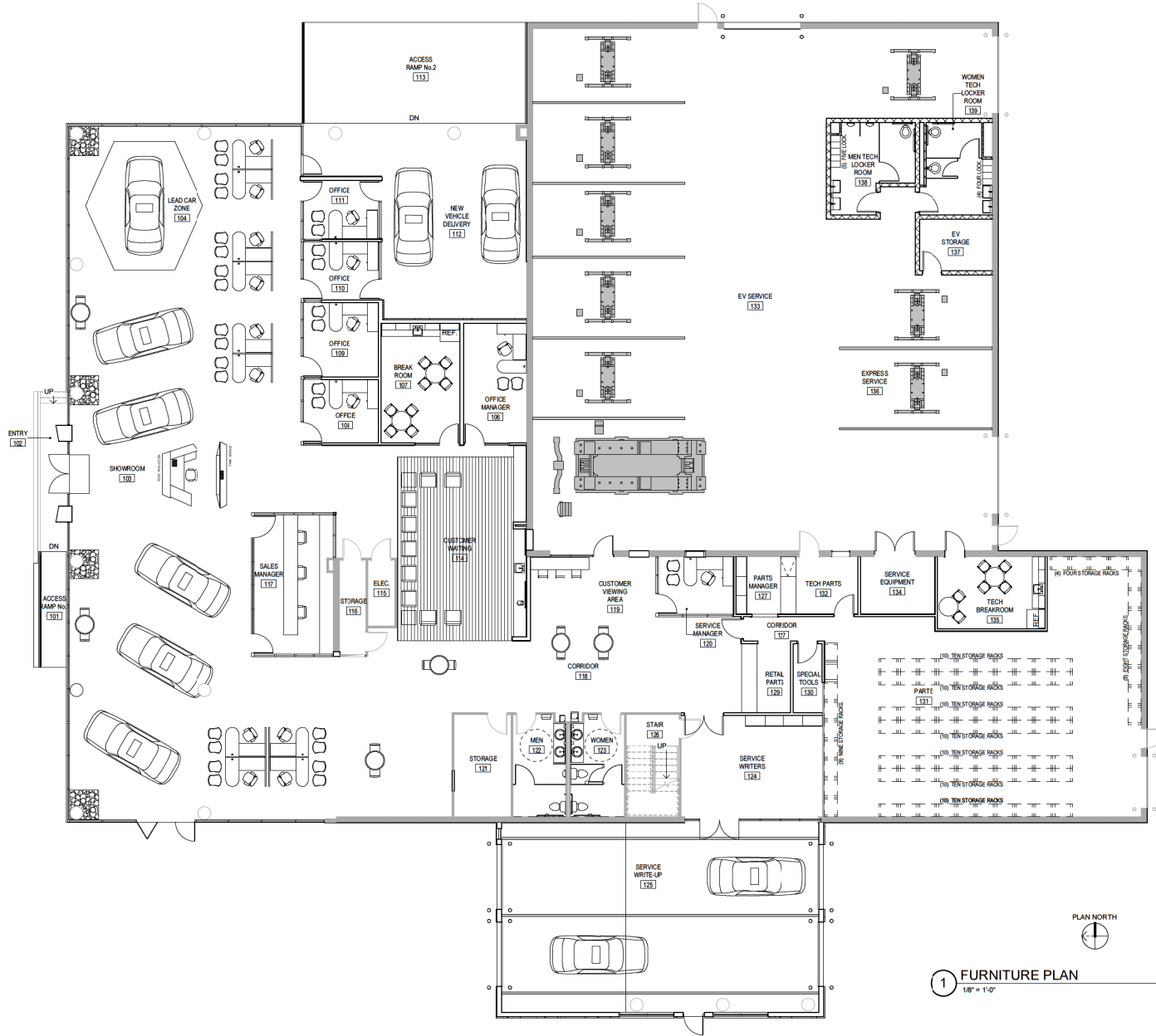
Doug Wilson

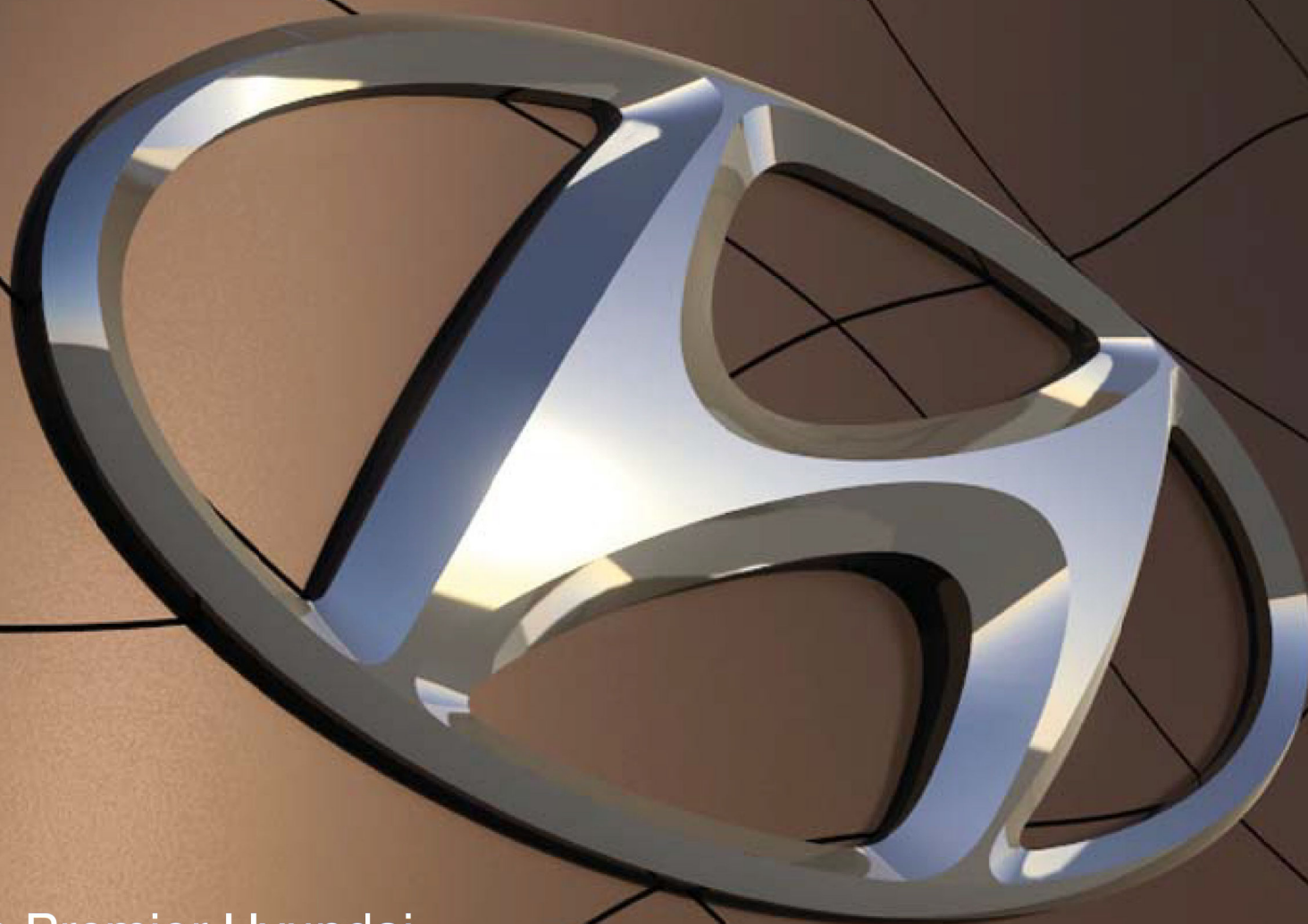
NOT FOR
CONSTRUCTION
35% REVIEW
SUBMITTAL

PROPOSED
EXTERIOR
ELEVATIONS

A-201







MS040

Wilson Premier Hyundai



HYUNDAI

Exterior Branding
Shaped Sky Fascia



HYUNDAI

Exterior Branding
Shaped Sky Fascia



HYUNDAI

Exterior Branding
Shaped Sky Fascia



HYUNDAI

Exterior Branding
Shaped Sky Fascia



HYUNDAI

Exterior Branding
Hyundai Entry Element











**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, November 23, 2021 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
Lynette Praytor
Connie Suber
Tay Morgan
Leigh Sullivan
Randy Lynn

Members Absent:

David Dunbar
Robert Moore

Also attending:

Jordan Lohman, City Planner

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

The first item on the agenda was **HOMEWOOD SUITES**. The project was presented by **Mr. Jordan Lohman**. The project is located at **853 Centre Street**. The applicant is requesting approval of new colors for their existing building.

Chairman Dicken opened the floor for a motion. Lynette Praytor made a motion to approve the architectural review of the project as a “minor” agenda item. Leigh Sullivan seconded the motion and a vote was taken thereon as follows:

Robert Moore	Absent
Lynette Praytor	Aye
Randy Lynn	Aye
David Dunbar	Absent
Tay Morgan	Aye
Connie Suber	Aye
Leigh Sullivan	Aye

Chairman Dicken then declared the motion to approve the architectural review of the project carried.

The second item on the agenda was **OAKLEY SQUARE - FENCE**. The project was presented by **Mr. Jordan Lohman**. The project is located at **Jackson Street and Magnolia Street**. The applicant is requesting approval of a new perimeter fence and columns along their property line.

Chairman Dicken opened the floor for a motion. Tay Morgan made a motion to approve the architectural review of the project as a “minor” agenda item. Randy Lynn seconded the motion and a vote was taken thereon as follows:

Robert Moore	Absent
Lynette Praytor	Aye
Randy Lynn	Aye
David Dunbar	Absent
Tay Morgan	Aye
Connie Suber	Aye
Leigh Sullivan	Aye

Chairman Dicken then declared the motion to approve the architectural review of the project carried.

The third item on the agenda was **BAYOU DADDY’S**. The project was presented by **Mr. Alex Williams**. The project is located at **295 Highway 51**. The applicant is requesting approval of site plan and architecture for an outdoor addition to an existing building.

Chairman Dicken opened the floor for a motion. Tay Morgan made a motion to approve the architectural review of the project as a “major” agenda item. Leigh Sullivan seconded the motion and a vote was taken thereon as follows:

Robert Moore	Absent
Lynette Praytor	Aye
Randy Lynn	Aye
David Dunbar	Absent
Tay Morgan	Aye
Connie Suber	Aye
Leigh Sullivan	Aye

Chairman Dicken then declared the motion to approve the architectural review of the project carried.

The fourth item on the agenda was **WILSON HYUNDAI PREMIER**. The project was presented by **Mr. Robert Farr** with CDFL. The project is located at **450 Steed Road**. The applicant is requesting approval of site plan and architecture for renovations at their existing location.

Chairman Dicken opened the floor for a motion. Randy Lynn made a motion to approve the architectural review of the project as a “major” agenda item. Connie Suber seconded the motion and a vote was taken thereon as follows:

Robert Moore	Absent
Lynette Praytor	Aye
Randy Lynn	Aye
David Dunbar	Absent
Tay Morgan	Aye
Connie Suber	Aye
Leigh Sullivan	Aye

Chairman Dicken then declared the motion to approve the architectural review of the project carried.

The minutes from the October 26, 2021 meeting were then read and approved by the board. There being no further business to come before the board, the meeting was adjourned.

Bill Dicken, Chairman

ATTEST:

Connie Suber, Secretary

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, Korean Church in Jackson _____, (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 Korean Church in Jackson _____
(hereinafter referred to as "Petitioner").

2. The Petitioner's mailing address is 360 Towne Center Blvd. Ridgeland, MS 39157

and the Petitioner's attorney or

representative's mailing address is N/A _____.

3. The Petitioner's phone number is _____ and the Petitioner's
attorney's phone number is (if applicable) _____.

4. The record title holder of the property is Korean Church of Jackson _____
_____, 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 360 Towne Center Blvd. Ridgeland, MS 39157

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: 360 Towne Center Boulevard

Ridgeland, Mississippi 39157

(and/or) Tax Parcel ID Number(s): 072F31A-052/04.00

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-1 according to the official zoning map of Ridgeland, Mississippi.

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

Section 400.03 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 (Public/Quasipublic)

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

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?

Intended use of property is to establish a Church. There are other churches in within vicinity. Location is very good and good number of local residents to help support the church.

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

The functions of the Church will not obstruct or cause interference with traffic.

-
- 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 Church will not cause any adverse effects on abutting property or the permitted use thereof. Due to the small size of our Congregation we should not cause any obstruction of traffic.

- 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?

We do not expect the need for any other provisions in addressed question, existing vehicular entrances and exits

- 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?

We do not expect the need for any other provisions in addressed question, existing parking lot with approximately 31 spaces which is in compliance with parking regulation.

- 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'?

We will have an enclosed dumpster.

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

There are existing drainage and erosion controlling measures from existing owners/operation.

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

Existing provisions for utilities have already been placed.

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

We plan to hire a Signage company to put a sign in accordance with city's sign regulations.

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

Proposed land use is in compliance with required yards, Landscape Ordinance and Tree Ordinance.

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

We plan to operate during normal Church Hours. Services on Sundays (10 am 2 pm) Wednesday (5pm – 830pm). Saturday (6am – 8 am)

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

Operating as a Church we don't foresee any immediate dangerous concerns.

Additionally, all required building code obligations will be met for this occupancy type.

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

We do not foresee to negatively impact public facilities.

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

While operating as a Church, we do not foresee in negatively impacting any environmental or economic conditions.

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

NO

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

We do not believe we will negatively impact or encroach on any city ordinances or neighboring businesses.

We have attached a letter confirming no objections

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

A handwritten signature in black ink, appearing to read "John W. Smith", written over a light gray rectangular background.

DATE



9/2/21

THIS IS A TRUE AND
CERTIFIED COPY OF
THE ORIGINAL

This instrument prepared by and should be returned to:

ROBERT D. HARRISON, MSB#2029
Post Office Box 16389
Jackson, Mississippi 39236-6389
(601) 957-0002

INDEXING INSTRUCTIONS:

**Part of Lot 7, Blocks 31 and 33, Highland Colony
Subdivision, and also situated in the E 12/ of Section 31,
T7N, R2E, Madison County, MS**

GRANTOR'S ADDRESS:

Post Office Box 16257
Jackson, Mississippi 39236
601-874-4543

GRANTEE'S ADDRESS:

360 Towne Center Boulevard
Ridgeland, Mississippi 39157
601-595-1600

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, **WARRIOR NATION MINISTRIES, a Mississippi non-profit corporation**, does hereby sell, convey, and warrant unto **THE KOREAN CHURCH IN JACKSON, a Mississippi non-profit corporation**, the following described land and property lying and being situated in Madison County, Mississippi, more particularly described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED

Excepted from the warranty of this conveyance are any and all easements, dedications, rights-of-way, mineral reservations and mineral conveyances, and restrictive covenants of record pertaining to or affecting the herein described property.

Grantor and Grantee acknowledge that the ad valorem taxes for the present year were prorated on an estimated basis. If this proration proves to be inaccurate upon receipt of the actual tax statement for the present year, Grantor and Grantee shall adjust this proration based on the actual tax figures.

WITNESS THE SIGNATURE OF THE GRANTOR, this th day of September, 2021.

WARRJOR NATION MINISTRIES,
A Mississippi non-profit corporation

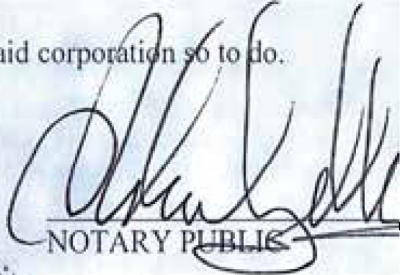
BY: *cj<)&*
KELLIE AGUEZE,
President

STATE OF MISSISSIPPI

COUNTY OF MADISON

THIS DAY personally appeared before me, the undersigned authority in and for said County and State, within my jurisdiction, on this the **31st** day of September, 2021, the within named KELLIE AGUEZE, who acknowledged that she is the President of WARRJOR NATION MINISTRIES, a Mississippi non-profit corporation, and that for and on behalf of said corporation,

and as its act and deed, she executed the above and foregoing instrument on the day and year therein mentioned, after being first duly authorized by said corporation so to do.


NOTARY PUBLIC

My Commission Expires:



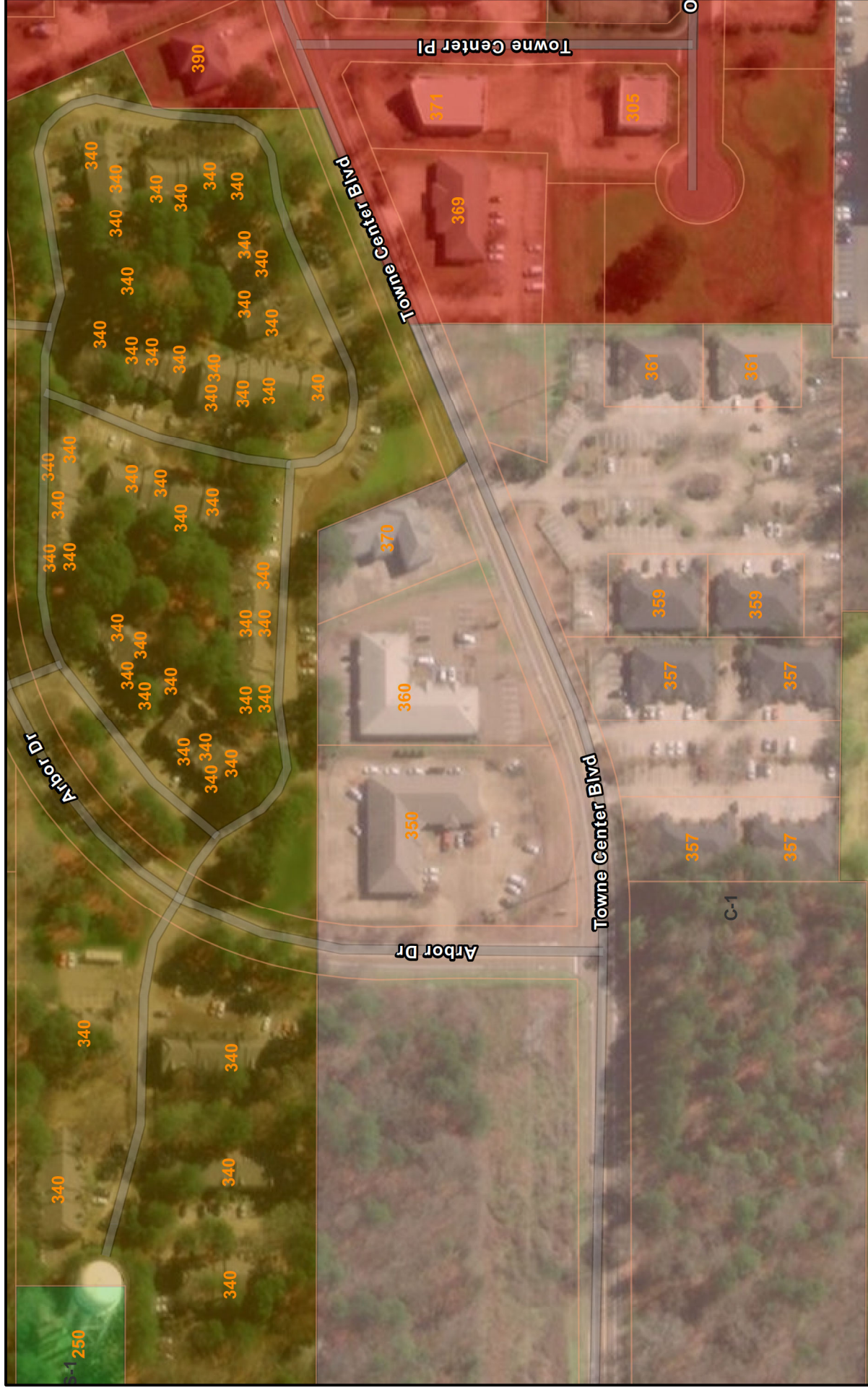
EXHIBIT A

A parcel of land being part of Lot 7, of Block 33, Highland Colony Subdivision, being situated in the E½ of Section 31, Township 7 North, Range 2 East, Ridgeland, Madison County, Mississippi, and being more particularly described as follows:

Commence at the intersection of the South line of Lot 1, Block 33, Highland Colony Subdivision and the West right of way line of Pear Orchard Road (70 foot right of way), run North 00 degrees 12 minutes 56 seconds West along the said West right of way line of Pear Orchard Road a distance of 1057.72 feet to an iron pin marking the intersection of the North right of way line of Towne Center Boulevard (60 foot right of way) and the West line of said Pear Orchard Road; run thence South 89 degrees 47 minutes 06 seconds West along the North right of way of said Towne Center Boulevard a distance of 125 feet to an iron pin, said iron pin marking the point of curvature of a curve bearing to the left having a radius of 637.77 feet and the central angle of 21 degrees 25 minutes 46 seconds and run a chord distance and bearing of South 79 degrees 04 minutes 13 seconds West, 237.15 feet to an iron pin on the said North line of Towne Center Boulevard and the point of tangency of said curve; run thence South 68 degrees 21 minutes 20 seconds West along the North right of way line of Towne Center Boulevard for a distance of 604.56 feet to the Southwest corner of the Richard S. and Elaine Garner property (Deed Book 0352 at Page 781) and the POINT OF BEGINNING of the herein described; thence continue South 68-degrees 21 minutes 20 seconds West along the North line of said Towne Center Boulevard a distance of 173.53 feet to the point of curvature of a curve bearing to the right having a radius of 627.92 feet and a degree of curvature of 21 degrees 30 minutes 55 seconds and run along said curve a chord distance and bearing of South 70 degrees 38 minutes West a distance of 50.00 feet; thence leaving said North line of Towne Center Boulevard run North 00 degrees 02 minutes 12 seconds West a distance of 265.8 feet; thence North 89 degrees 57 minutes 48 seconds East a distance of 135.0 feet to the Northwest corner of the aforesaid Garner Property; thence South 21 degrees 39 minutes 49 seconds East along the West line of the said Garner Property a distance of 199.44 feet to the POINT OF BEGINNING containing 40,419 square feet or 0.928 acres, more or less.

KA

360 Towne Center



11/9/2021, 4:23:14 PM

- Zoning
- R-5
- S-1
- C-1
- C-2
- C-6
- City_Limits
- Parcels
- Addresses

Maxar, Microsoft, Esri Community Maps Contributors, © OpenStreetMap,

ArcGIS Web AppBuilder
Maxar, Microsoft | Esri Community Maps Contributors, © OpenStreetMap, Microsoft, CONANP, Esri, HERE, Garmin, SafeGraph, INCREMENT P, MET/NASA, USGS, EPA, NPS, US Census Bureau, USDA |



To Whom It May Concern

We the Korean Church of Jackson make no objections to any existing or future business selling alcoholic beverages within state or city's required buffer or setback

Jang Ki Won

Senior Pastor, Board of Trustee Representative for Korean Church

5/6/21

A handwritten signature in black ink, appearing to be 'Jang Ki Won', written in a cursive style.

**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, November 18, 2021, 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:

Bernie Giessner
Larry Miller
Don Roberts
Michelle Caballero
Theresa Kennedy
Judy Rice
Jim Collette

Absent:

Drew Malone

Also present:

Zachary L. Giddy, 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 by Larry Miller.

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 for Sukhdev Bedi –
Petitioner

Property Address/Description:

108 Bridgewater Crossing

Tax Parcel No:

071F-23B-007/00.00

(November 18, 2021)

4. Public Hearing for Petition and Application for Conditional Use for B&W
Promotions (Bayou Daddy's) – *Petitioner*

Property Address/Description:

295 Highway 51

Tax Parcel No:

072I-30C-004/00.00

(November 18, 2021)

5. Public Hearing for Petition and Application for Conditional Use for Korean Church in
Jackson – *Petitioner*

Property Address/Description:

360 Towne Center Boulevard

Tax Parcel No:

072I-31A-052/04.00

(November 18, 2021)

6. Old Business/New Business.
7. Adjourn

The Board considered the Minutes of the Nov. 4, 2021, meeting. Mr. Miller moved to approve the minutes as written. The motion was seconded by Ms. Caballero and approved unanimously.

**Public Hearing for Petition and Application for
Conditional Use Permit for Sukhdev Bedi**

Chairman Bernie Giessner opened the Public Hearing on the Petition and Application for

Conditional Use Permit for Sukhdev Bedi for property located at 108 Bridgewater Crossing and identified by Tax Parcel Number 071F-23B-007/00.00. The subject property is presently zoned R-1A. Jordan Lohman presented the Petition confirming notice was sent. Petitioner Mr. Bedi was present. Petitioner is requesting the conditional use permit to allow him to construct a secondary dwelling on the subject property. He stated that a bedroom in a pool house with toilet and kitchen make the structure a dwelling. The structure will have the same address as the main house.

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. Collette, the Board present voted unanimously to recommend to the Mayor and Board of Aldermen that they approve a conditional use to allow Petitioner to construct a secondary dwelling on the subject property located within the R-1A Residential District.

Public Hearing for Petition and Application for Conditional Use Permit for B&W Promotions (Bayou Daddy's)

Chairman Bernie Giessner opened the Public Hearing on the Petition and Application for Conditional Use Permit for B&W Promotions (Bayou Daddy's) for property located at 295 Highway 51 and identified by Tax Parcel Number 072I-30C-004/00.00. The subject property is presently zoned C-2A. Jordan Lohman presented the Petition confirming notice was sent. Petitioner Chad Bass was present. Petitioner is requesting the conditional use permit to allow him to operate a crawfish restaurant in the current building which was previously a bank with a drive-thru window on the subject property. The drive thru window has been previously boarded up. The proposed use will be more of a pick-up window rather than a drive thru as there will only be take-out and pickup. No outdoor seating or dine in services are proposed at this time. Parking requirements are met.

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. Collette, the Board present voted unanimously to recommend to the Mayor and Board of Aldermen that they approve a conditional use to allow Petitioner to operate a restaurant with a pickup/drive-thru window on the subject property located within the C-2A (Arterial Streets), General Commercial District.

Public Hearing for Petition and Application for Conditional Use Permit for Korean Church in Jackson

Chairman Bernie Giessner opened the Public Hearing on the Petition and Application for Conditional Use Permit for Korean Church in Jackson for property located at 360 Towne Center

Blvd. and identified by Tax Parcel Number 072I-31A-052/04.00. The subject property is presently zoned C-1. Jordan Lohman presented the Petition confirming notice was sent. Samuel Lee was present on behalf of Petitioner. Petitioner is requesting the conditional use permit to allow a church to operate on the subject property. Mr. Lee stated the church was originally located in Raymond for 40 years and recently bought the subject property. The church is part of the Presbyterian Church with approximately 20-25 members and that parking is sufficient and the parking requirements have been met.

Opposition was given an opportunity to respond.

Mr. Greg Keenum, adjacent landowner spoke in opposition. Mr. Keenum stated he was not notified or given opportunity to review the petition – noticed with sign on subject property and advertised in the paper. Mr. Keenum stated he is not aware of any other churches in the vicinity of the subject property, that he is not familiar with the Petitioner church and the present building is in four suites and in his opinion not suitable for a church.

Ms. Caballero stated there was an objection letter received – the objection letter stated that there was no objections to alcohol sales.

Petitioner stated they are working with an architect to have Sunday School in classrooms. He further stated that Suites A and B are occupied by the church, Suite C is rented out to a real estate agent and Suites D and E are open.

There was no one else present to speak in opposition or in favor of the petition.

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 present voted unanimously to recommend to the Mayor and Board of Aldermen that they approve a conditional use to allow Petitioner to operate a church on the subject property located within the C-1 General Commercial District with the condition of this approval, any buffer and/or distance requirements for the sale of alcohol as contained in any Ridgeland ordinance are specifically waived by the applicant, its successor and assigns so long as the property is conditionally used as a church.

OLD BUSINESS

None.

NEW BUSINESS

Jordan Lohman polled the Board Members for availability on Dec. 9 as there are several matters to be heard at that time.

There was no further business to be presented.

ADJOURN

Ms. Kennedy moved that the meeting be adjourned. The motion was seconded by Mr. Collette and approved unanimously.

WITNESS OUR HANDS, this the _____ day of _____, 2021.

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 360 TOWNE CENTER BOULEVARD,
PARCEL NO. 072I-31A-052/04.00,
CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI**

WHEREAS, Korean Church in Jackson (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-1 Low Intensity Commercial District Classification under the City of Ridgeland Zoning Regulations Ordinance of February 2014, (the "Petitioner"); 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 November 18, 2021, at 6:00 o'clock p.m.; and,

WHEREAS, the City Clerk did cause notice of the November 18, 2021, 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 November 18, 2021, meeting, and received comments and heard evidence presented by 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 November 18, 2021, 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 a church on the subject property located within the C-1 Low Intensity Commercial District with the condition of this approval, any buffer and/or distance requirements for the sale of alcohol as contained in any Ridgeland ordinance are specifically waived by the Petitioner, its successor and assigns so long as the property is conditionally used as a church.

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 a church on the subject property located within the C-1 Low Intensity Commercial District with the condition of this approval, any buffer and/or distance requirements for the sale of alcohol as contained in any Ridgeland ordinance are specifically waived by the Petitioner, its successor and assigns so long as the property is conditionally used as a church.

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 part of Lot 7, Block 33, Highland Colony Subdivision, being situated in the E1/2 of Section 31, Township 7 North, Range 2 East, Ridgeland, Madison County, Mississippi, and being more particularly described as follows:

Commence at the intersection of the South line of Lot 1, Block 33, Highland Colony Subdivision and the West right of way line of Pear Orchard Road (70 foot right of way), run North 00 degrees 12 minutes 56 seconds West along the said West right of way line of Pear Orchard a distance of 1056.72 feet to an iron pin marking the intersection of the North right of way line of Towne Center Boulevard (60 foot right of way) and the West line of said Pear Orchard Road; run thence South 89 degrees 47 minutes 06 seconds West along the North right of way of said Towne Center Boulevard a distance of 125 feet to an iron pin, said iron pin marking the point of curvature of a curve bearing to the left having a radius of 637.77 feet and the central angle of 21 degrees 25 minutes 46 seconds and run a chord distance and bearing of South 79 degrees 04 minutes 13 seconds West, 237.15 feet to an iron pin on the said North line of Towne Center Boulevard and the point of tangency of said curve; run thence South 68 degrees 21 minutes 20 seconds West along the North right of way line of Towne Center Boulevard for a distance of 604.56 feet to the Southwest corner of the Richard S. and Elaine Garner property (Deed Book 0352) at Page 781) and the POINT OF BEGINNING of the herein described: thence continue South 68 degrees 21 minutes 20 seconds West along the North line of said Towne Center Boulevard a distance of 173.53 feet to the point of curvature of a curve bearing to the right having a radius of 627.92 feet and a degree of curvature of 21 degrees 30 minutes 55 seconds and run along said curve a chord distance and bearing of South 70 degrees 38 minutes West a distance of 50.00 feet; thence leaving said North line of Towne Center Boulevard run North 00 degrees 02 minutes 12 seconds West a distance of 265.8 feet; thence North 89 degrees 57 minutes 48 seconds East a distance of 135.0 feet to the Northwest corner of the aforesaid Garner Property;

thence South 21 degrees 39 minutes 48 seconds East along the West line of said Garner Property a distance of 199.44 feet to the POINT OF BEGINNING containing 40.419 square feet or 0.928 acres, more or less.

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 _____, 2021.

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 _____, 2021.

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 360 TOWNE CENTER BOULEVARD,
PARCEL NO. 072I-31A-052/04.00
CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI**

WHEREAS, Korean Church in Jackson (the "Petitioner"), did file a Petition and Application for a Conditional Use Permit on property described herein, which property is located in a C-1 Low Intensity 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 November 18, 2021, 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 part of Lot 7, Block 33, Highland Colony Subdivision, being situated in the E1/2 of Section 31, Township 7 North, Range 2 East, Ridgeland, Madison County, Mississippi, and being more particularly described as follows:

Commence at the intersection of the South line of Lot 1, Block 33, Highland Colony Subdivision and the West right of way line of Pear Orchard Road (70 foot right of way), run North 00 degrees 12 minutes 56 seconds West along the said West right of way line of Pear Orchard a distance of 1056.72 feet to an iron pin marking the intersection of the North right of way line of Towne Center Boulevard (60 foot right of way) and the West line of said Pear Orchard Road; run thence South 89 degrees 47 minutes 06 seconds West along the North right of way of said Towne Center Boulevard a distance of 125 feet to an iron pin, said iron pin marking the point of curvature of a curve bearing to the left having a radius of 637.77 feet and the central angle of 21 degrees 25 minutes 46 seconds and run a chord distance and bearing of South 79 degrees 04 minutes 13 seconds West, 237.15 feet to an iron pin on the said North line of Towne Center Boulevard and the point of tangency of said curve; run thence South 68 degrees 21 minutes 20 seconds West along the North right of way line of Towne Center Boulevard for a distance of 604.56 feet to the Southwest corner of the Richard S. and Elaine Garner property (Deed Book 0352) at Page 781) and the POINT OF BEGINNING of the herein described: thence continue South 68 degrees 21 minutes 20 seconds West along the North line of said Towne Center Boulevard a distance of 173.53 feet to the point of curvature of a curve bearing to the right having a radius of 627.92 feet and a degree of curvature of 21 degrees 30 minutes 55 seconds and run along said curve a chord distance and bearing of South 70 degrees 38 minutes West a distance of 50.00 feet; thence leaving said North line of Towne Center Boulevard run North 00 degrees 02 minutes 12 seconds West a distance of 265.8 feet; thence North 89 degrees 57 minutes 48 seconds East a

distance of 135.0 feet to the Northwest corner of the aforesaid Garner Property; thence South 21 degrees 39 minutes 48 seconds East along the West line of said Garner Property a distance of 199.44 feet to the POINT OF BEGINNING containing 40.419 square feet or 0.928 acres, more or less.

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 _____, 2021.

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 _____, 2021.

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

Attest:

Paula Tierce, City Clerk

[S E A L]

TRUCK ROUTE APPROVAL FORM

City of Ridgeland

1. Destination (Physical Address) 100 Woodmart Way
2. Building Permit # _____
3. Number and Type of Trucks Dump Trucks ; Pick-Up trucks
4. Number of estimate loads 4 Dump Trucks ; 2 Pick-Up trucks
5. Purpose of Loads Pool Construction
6. Gross Vehicle Weight Rating and Classification _____

7. Trucking Company Various independent trucks _____
Phone # _____
8. Trucking Company Address _____
9. Start Point(Physical Address) _____
10. Start Time: 7:00 Am
11. Expiration Date: 11/29/22

12. Approved Truck Route: N. Livingston Rd. to East on Old Agency ; N on Patterson Crossing
East on Nancy Place ; North on Bridgewater Crossing ; W. on Bridgeview Circle ;
North on White Oak Blvd. * Reverse Route Upon Exit
A copy of this permit is required to have in each truck and must be presented to any City Office that requests to see it.



Building Official City of Ridgeland

Date: 11/29/21

TRUCK ROUTE APPROVAL FORM

City of Ridgeland

1. Destination (Physical Address) 304 Bob White Lane
2. Building Permit # _____
3. Number and Type of Trucks Concrete - 5 Materials - 1
4. Number of estimate loads 6
5. Purpose of Loads Construction of Storage Building
6. Gross Vehicle Weight Rating and Classification _____

7. Trucking Company Various independent trucks Spencer Ready Mix
Phone # 601.981.6080

8. Trucking Company Address 9161 Hwy 49 N Jackson
39209

9. Start Point (Physical Address) _____

10. Start Time: 7:00 AM

11. Expiration Date: 11/16/22

12. Approved Truck Route: North on North Livingston; East on Old Agency
South on Bob White Lane; arrive; & reverse upon exit

A copy of this permit is required to have in each truck and must be presented to any City Office that requests to see it.



Building Official City of Ridgeland

Date: 11/16/21



To: Mayor and Board of Aldermen

From: Alan Hart, Public Works Director

Date: November 2, 2021

RE: Items To Be Declared Surplus Property

The following is a list of items that the Public Works Department would like to declare surplus property and sell or dispose of if not sold:

<u>Fixed Asset #</u>	<u>Serial Number</u>	<u>Description</u>
201-6-423	T94215064405	Echo Pro Weedeater-Model SRM2620
650-6-00074	60950	Reciprocating Saw
No#	36381126	Drillmaster 1/4" Trim Router-Model 44914

mailing address: P.O. Box 217 • Ridgeland, Ms 39158
street address: 100 W. School Street • 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 - ward 3 • Brian P. Ramsey, cmo - ward 4 • Bill Lee - ward 5 • Wesley Hamlin, cmo, mayor pro tempore - ward 6

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF RIDGELAND
AND
WAGGONER ENGINEERING, INC.**



This **PROFESSIONAL SERVICES AGREEMENT** (this “Agreement”) is made by and between:

Name: City of Ridgeland
Address: Post Office Box 217, Ridgeland, MS 39158-0217
Telephone: 601-856-3877
Representative: Mayor Gene F. McGee

(referred to in this Agreement as “Client”)

AND

Name: Waggoner Engineering, Inc.
Address: 143-A LeFleur's Square, Jackson, MS 39211
Telephone: 601-355-9526
Representative: Emad Al-Turk, PE

(referred to in this Agreement as “Waggoner”), in connection with the **Highland Commerce Drive** (the “Project”), effective as of the _____ day of _____, 2021 (the “Effective Date”).

In consideration of the mutual covenants and promises set forth in this Agreement, Client and Waggoner agree as follows:

1. SERVICES.

- (a) **Scope of Services.** Client hereby engages Waggoner to perform or furnish the professional engineering and related services (“Services”) described on Exhibit A attached to and made part of this Agreement (the “Scope of Services”) as part of the Project.
- (b) **Additional Services.** Client may request Waggoner to perform additional services not described in the Scope of Services (“Additional Services”), regardless whether related to the Project. Unless agreed otherwise by Waggoner, Client shall compensate Waggoner for Additional Services on an hourly basis using the rates attached to this Agreement as Exhibit B. Waggoner reserves the right to require written authorization by Client prior to performing any Additional Services.
- (c) **Standards of Practice.** Waggoner will perform the Services under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Waggoner makes no other representation or warranty regarding its

Services. Client may not infer any additional or different representation or warranty by Waggoner from any report, opinion, document or other communication made by or on behalf of Waggoner.

- (d) **Changes in Scope of Services.** The Scope of Services described in Exhibit A is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Client. For some projects involving conceptual or process development services, the Scope of Services may not be fully defined at the time of execution of the Agreement. As the Project progresses, facts discovered may indicate the need for changes to the Scope of Services. Changes in the Scope of Services will result in a change in agreed upon compensation if the change in Scope of Services changes the amount of work or expertise required of Waggoner.

2. **COMPENSATION.**

- (a) Client shall compensate Waggoner for the performance of the Phase A- Right of Way Plans, Special Services with the exception of Maps & Deeds, Right of Way Acquisition Project Management, Utility Relocation Coordination, Phase B- Final Plans, Phase C- Advertising, Bidding, Contracting on a lump sum basis. Right of Way Acquisition Services shall be compensated on a per file as described in Exhibit C. Maps & Deeds shall be compensated on an hourly basis in accordance with the rate schedule attached to this Agreement as Exhibit B. Exhibit C sets forth an estimate of the cost of performance of the Scope of Services by task.
- (b) Waggoner will invoice Client monthly based upon the work completed during the billing period, and Client shall pay Waggoner within 30 days after receipt of Waggoner's monthly invoice. Any invoice not paid within forth-five days of receipt shall bear interest at the rate of 1.5% per month in accordance with MISS. CODE ANN. § 31-7-305.
- (c) Waggoner reserves the right to modify its Hourly Rate Schedule as of January 1 of each year that the Agreement is in effect.

3. **TERM OF AGREEMENT; SCHEDULE FOR PERFORMANCE.**

- (a) This Agreement shall be effective as of the Effective Date and shall remain in effect for a period of one calendar year. Unless terminated in accordance with the provisions of this Agreement, this Agreement will automatically renew on each anniversary of the Effective Date for successive periods of one calendar year.
- (b) Exhibit D sets forth the schedule for performance of the Services, which Schedule incorporate reasonable periods of time for Client and any necessary third party reviews. The schedule will be revised from time-to-time to address any delays in Client or third-party reviews.
- (c) In the event of any delays in performance of the Services through no fault of Waggoner, Waggoner shall be entitled to an equitable adjustment in compensation to address increased costs of performing the Services.

4. **CLIENT RESPONSIBILITIES.**

- (a) **Information/Reports.** Client shall furnish Waggoner with all applicable reports, studies, site characterizations, regulatory orders and similar information in its possession relating to the Project and the Services to be performed by Waggoner. Unless specified otherwise in Exhibit A, in performing the Services, Waggoner may rely upon Client-furnished information without independent verification.
- (b) **Representative.** Client shall designate a representative who shall have authority to transmit instructions, receive information, interpret and define Client's policies and make decisions with respect to the Services performed or to be performed under this Agreement.
- (c) **Decisions.** Client shall provide all criteria and full information as to Client's requirements for the Project, obtain necessary approvals and permits (unless specified otherwise in Exhibit A), attend Project meetings, provide interim reviews on an agreed-upon schedule, make decisions as to Project alternatives, and generally participate in the Project to the extent necessary to enable Waggoner to performance the Services in a timely and efficient manner.
- (d) **Access.** Client shall provide Waggoner safe access to the Project site and any other premises under Client's control necessary for Waggoner to perform or provide the Services.
- (e) **Utilities and Other Underground Improvements.** Client shall furnish to Waggoner information identifying the type and location of any underground utilities or other underground improvements that affect the Project site. As part of any design, testing or other Services that include ground penetrations, Waggoner will prepare one or more plans that show the locations intended for subsurface penetrations for Client's approval. Client agrees, to the fullest extent permitted by law, to waive all claims and causes of action against Waggoner and anyone for whom Waggoner may be legally liable for damages to underground improvements that result from subsurface penetrations shown on the plans submitted to Client for approval. Client further agrees, to the fullest extent permitted by law, to indemnify, defend and hold Waggoner and its subconsultants harmless from any damage, liability or cost, including reasonable attorneys' fees and defense costs, for any property damage, injury or economic loss arising or allegedly arising from subsurface penetrations in locations authorized by Client or from inaccuracy of information provided to Waggoner by Client, except for damages caused by the sole negligence of Waggoner in its use of Client-furnished information.

5. **OWNERSHIP OF INSTRUMENTS OF SERVICE.** Client acknowledges Waggoner's design and construction documents as instruments of professional service. All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by Waggoner as instruments of service shall remain the property of Waggoner. Waggoner shall retain all common law, statutory and other reserved rights, including the copyright thereto. Upon payment of all compensation due Waggoner, Client shall have a

perpetual license to use all instruments of Waggoner's Services prepared in connection with the Project, but only in connection with the Project. Client shall not reuse or make any modification to any plans, specifications or other instruments of Waggoner's Services (including in connection with the Project) without the prior, written authorization of Waggoner. Client shall, to the fullest extent permitted by law, indemnify, defend and hold Waggoner harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of the construction documents by Client or any person or entity that acquires or obtains the plans and specifications from or through Client without the written authorization of Waggoner.

6. PROVISIONS APPLICABLE TO PARTICULAR TYPES OF SERVICES.

(a) Construction Observation.

- (i) If Waggoner is retained to provide construction observation services, Waggoner shall visit the Project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the contractor's work is proceeding in general accordance with the plans and specifications for the Project. Client has not retained Waggoner to make detailed inspections or to provide exhaustive or continuous review and observation of any construction or other services provided by a third party. Waggoner does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier, or any other entity furnishing materials or performing any work in connection with the Project. Further, Client waives all claims against Waggoner arising from or in any way connected with errors, omissions, conflicts or ambiguities in any plans and specifications prepared by others. In addition, Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold Waggoner harmless from any damage, liability or cost, (including reasonable attorney's fees and defense costs), arising from any errors or omissions contained in the plans, specifications or other contract documents prepared by others.
- (ii) If the Scope of Services does not include observation or review of the performance by Waggoner of any construction or other third-party services, Client assumes all responsibility for interpretation of the plans, specifications and other contract documents and for construction observation and supervision and waives any claims against Waggoner that may be in any way connected thereto. Further, Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold Waggoner harmless from any loss, claim or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities.

(b) **Hazardous Materials.**

- (i) The Scope of Services does not include any Services related to investigations for or abatement or remediation of hazardous or toxic materials ("Hazardous Materials"). In the event Waggoner or any other party encounters any Hazardous Materials at the Project site, or should it become known in any way that Hazardous Materials may be present at the Project site or any adjacent areas that may affect the performance of the Services, Waggoner may, at its option and without liability for consequential or any other damages, suspend performance of the Services (in whole or in part) until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the Hazardous Materials.
- (ii) Client shall furnish or cause to be furnished to Waggoner all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any Hazardous Materials at or near the Project site, and shall immediately transmit new, updated, or revised information as it becomes available. In no event shall Waggoner be required to sign a hazardous waste manifest or take title to any Hazardous Materials. Client shall have the obligation to make all spill or release notifications to appropriate government agencies.
- (iii) Client agrees that Waggoner neither created nor contributed to the creation or existence of any Hazardous Materials at the Project site, and in consideration of the substantial risks to Waggoner posed by the presence or potential presence of Hazardous Materials on or about the Project site, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Waggoner, its officers, directors, employees, agents, and independent consultants from all claims and losses, including reasonable attorneys' fees and defense costs, arising out of, or in any way connected with or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under or about the Project site (whether by Client, any predecessor in title or any third party) or any employees, agents, contractors or subcontractors of Client or any persons at any time occupying or present on the Project site.

- (c) **Testing and Observation.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Waggoner will provide test results and opinions based on tests and field observations only for the work actually tested. Client is responsible (even if delegated to contractor) for requesting any additional testing services that Client deems appropriate for the Project beyond that provided in the Scope of Services. Waggoner's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects in its work or create a warranty or guarantee by Waggoner. Waggoner will not supervise or direct the work performed by Client's contractor or its subcontractors, and neither any testing nor construction

observation performed by Waggoner shall result in Waggoner being or becoming responsible for means and methods of construction.

- (d) **Testing Laboratory Services.** Unless specified otherwise in the Scope of Services, laboratory testing services will be performed by a third party. Client understands that Waggoner may not be knowledgeable in the procedures of the testing laboratory's services and will not rely upon Waggoner to verify the quality or accuracy of the testing laboratory's reports. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold Waggoner harmless from any damage, liability, or cost, (including reasonable attorney's fees and defense costs), arising from any services performed by the testing laboratory, except only those damages, liabilities or costs caused by the sole negligence or willful misconduct of Waggoner.
- (e) **Sample Disposition Upon Completion of Testing.** Unless specified otherwise in the Scope of Services, material samples will be considered consumed in testing and will be disposed of upon completion of the tests.

7. **INSURANCE.** Throughout the term of this Agreement, Waggoner shall maintain the following minimum insurance coverages:

- (a) Workers' compensation insurance in such amounts as may be required under the laws of the State of Mississippi.
- (b) Comprehensive general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- (c) Automobile liability insurance with a combined single limit of not less than \$1,000,000.
- (d) Professional liability insurance in an amount of not less than \$1,000,000 annual aggregate, on a claims-made basis.

At Client's request, Waggoner shall add Client as an additional insured under Waggoner's automobile liability and general liability policies, but only with respect to the Services.

- 8. **TERMINATION.** Either Client or Waggoner may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar days prior, written notice. Client shall pay Waggoner for all Services performed and all costs incurred up to the date of termination within thirty (30) calendar days of the date of termination.
- 9. **DISPUTE RESOLUTION.** The parties agree to attempt to settle any disputes arising under this Agreement in an amicable manner through discussions between the parties' senior management representatives. If a dispute cannot be resolved in this manner within a reasonable parties of time, the parties agree to submit the matter to non-binding mediation prior to filing any legal proceedings. Mediation shall be conducted in accordance with the mediation Rules of the American Arbitration Association with the parties sharing the cost of the mediator(s) equally. In the event any actions are brought to enforce this Agreement,

the prevailing party shall be entitled to collect its litigation costs (including reasonable attorneys' fees and expenses, costs of investigation and other costs of litigation) from the other party.

10. **LIMITATION OF LIABILITY.** Waggoner's liability under this Agreement shall be limited to injury or loss caused by the negligence, gross negligence or willful misconduct of Waggoner and its subcontractors in the performance of the Services. In no event shall Waggoner's liability exceed the amount of compensation actually paid to Waggoner under this Agreement.
11. **CONSEQUENTIAL DAMAGES.** Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of the fault or whether it was committed by Client or Waggoner, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
12. **NOTICES.** Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, one business day after deposit with a nationally recognized overnight courier, delivery fees prepaid, or, if mailed, three business days after deposit in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown below:

Client: City of Ridgeland
Post Office Box 217
Ridgeland, MS 39158-0217
Telephone: (601) 856-3877

Waggoner: 143-A LeFleur's Square
Jackson, Mississippi 39211
Telephone: (601) 355-9526

Attention: Emad Al-Turk, PE

Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address.

13. **GENERAL PROVISIONS.**
 - (a) **Amendments.** This Agreement represents the complete agreement between Client and Waggoner with respect to the subject matter hereof and may only be amended, supplemented, modified or cancelled by a duly executed instrument executed by the party sought to be charged.
 - (b) **Third Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or Waggoner. Waggoner's Services under this Agreement are being

performed solely for Client's benefit, and no other entity, including Client's contractors, shall have any claim against Waggoner because of this Agreement or the performance or nonperformance of any Services under this Agreement.

- (c) **Delays.** If events beyond the control of Client or Waggoner, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, Waggoner shall be entitled to an equitable adjustment in compensation.
- (d) **Safety.** Waggoner shall have no responsibility for or control over general job site safety of persons other than Waggoner employees.
- (e) **Construction Means, Methods, Techniques.** Waggoner shall not have any responsibility for or control over any contractors means, methods, techniques or sequencing of any work.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives effective as of the date set forth above.

CITY OF RIDGELAND

WAGGONER ENGINEERING, INC.

_____

By: Gene F. McGee

By: Emad Al-Turk, PE

Title: Mayor, City of Ridgeland

Title: President

Exhibit A
Waggoner Engineering, Inc.
Scope of Work

DESCRIPTION OF PROJECT:

The CONSULTANT shall provide all necessary professional services required for the development of Phase A Final ROW Plans, Right of Way/Utility Relocation Phase Services, and Preparation of Phase B Final Construction Plans in connection with project known as the Highland Commerce Drive. The project consists of a transportation corridor whose termini begins at the intersection of Cole Road and Highland Colony Parkway, continues northeast running parallel along Interstate 220 and ties at the intersection of Lake Harbour Drive and New Pointe Drive. Currently the conceptual opinion of probable cost is \$20,000,000.

I. GENERAL REQUIREMENTS:

Roadway design shall be in compliance with the MDOT Roadway Design Manual, and supplemented with AASHTO'S Policy on Geometric Design Of Highways and Streets; MDOT Standard Drawings), MDOT Roadway CADD Manual; MDOT Standard Specifications for Road and Bridge Construction; Manual on Uniform Traffic Control Devices (MUTCD); MDOT Access Management Policy; and MDOT Survey Manual. The latest edition of the aforementioned documents shall be used.

Hydraulic design shall conform with the MDOT Roadway Design Manual, 23 CFR 625, 630 AND 650, 44 CFR Part 60.3(d)(3), the Floodplain Management Regulations for the State of Mississippi (Chapter 5, General laws of 1979, 1st Extraordinary session of the State, as amended) and Federal Emergency Management Agency (FEMA) regulations and any other State or Federal regulations as appropriate.

All contract plan sheets shall be developed with Microstation (Version 8 XM, or later) and GeoPak.

All preliminary plans shall be marked "PRELIMINARY, NOT FOR CONSTRUCTION" on each sheet. Once plans are complete, the "PRELIMINARY" markings shall be removed, and the Roadway Title sheet shall be signed and sealed/stamped by the CONSULTANT's engineer. If the scope of the CONSULTANT's work is limited to certain aspects of the plans, the scope shall be briefly noted near the seal/stamp (e.g., "ROADWAY AND LIGHTING ONLY"). If multiple CONSULTANTS develop the plans, each firm shall sign and seal/stamp the title sheet.

Where this CONTRACT and the Project Development Manual for Local Public Agencies (PDM) differ, the PDM shall govern.

The Scope of Work shall be divided into four (4) phases as follows:

PHASE A- RIGHT OF WAY PLANS

- Pre-Design Meeting
- Conceptual Plans
- Traffic Study
- Environmental Study
- Field Survey
- Hydraulic Recommendations
- Geotechnical Investigation

Field Inspection Plans
 Final Right-Of-Way Plans
 Preliminary Water & Wastewater Design
 Final Right-Of-Way Maps and Deeds

RIGHT OF WAY ACQUISITION

Project Management
 Appraisal
 Appraisal Review
 Acquisition
 Title /Closing Services
 Utility Relocation Coordination
 Property Management & Relocation

PHASE B- FINAL PLANS

Pre-Design Meeting
 Office Review Plans
 Final Contract Plans
 Traffic Engineering
 Final Water & Wastewater Final Design
 PS&E Assembly

PHASE C- ADVERTISING, BIDDING, CONTRACTING

Advertising
 Bidding
 Contracting

Overview of Required Submittal Format:

Print Type	Printed Sheets (Full Scale)		Printed Sheets (1/2 Scale)		PDF Images		CADD Files	
	Plans	XS	Plans	XS	Plans	XS	Plans	XS
Conceptual Plans			4 Sets		Yes		Yes	
Preliminary ROW			1 Set		Yes		Yes	
Draft Field Inspection			4 Sets					
Field Inspection			1 Set	1 Set	Yes	Yes	Yes	
Draft Final ROW			4 Sets					
Final ROW			1 Set	1 Set	Yes	Yes	Yes	Yes
Final ROW Revisions			1 Set	1 Set	Yes	Yes	Yes	Yes
Office Review			1 Set	1 Set	Yes			Yes
Final Plans	1 Set					Yes	Yes	Yes

ROADWAY PLAN REQUIREMENTS:

Roadway plans submitted in the form of original drawings shall be ink drawings (plots) on vellum or opaque paper. Original matte film drawings may have a matte surface on either or on both sides and shall be no less than 0.003 inch or more than 0.004 inch in thickness. Photographic reproducibles may be submitted in lieu of ink drawings, provided that said reproducibles are on 0.004-inch translucent polyester film which incorporates a silver halide emulsion image on a permanent type. Diazo or ammonia type reproductions will not be acceptable nor will adhesive drafting aids be acceptable on final plans. All additions or revisions

shall be done by CADD. All additions or revisions will require the submittal of revised CADD files on CD/DVD with a project description (including Project Number, Route, and County) and the word, "REVISION," and the date written on the exterior of the disk or CD/DVD.

A. Scale of Drawings:

Plans shall be prepared at the following scales:

	<u>RURAL</u>	<u>URBAN</u>
(1) Plan/Profile Sheets with Geometrics		
Horizontal - - - - -	1" = 100'	1" = 20'
Vertical - - - - -	1" = 10'	1" = 5'
(2) Form Grades for Channelized Intersections		
And Interchange Ramps - - - - -	1" = 20'	1" = 20'
(3) Detail Geometrics for Channelized Intersections	1" = 20'	1" = 20'
(4) Cross-Sections - - - - -	1" = 10'	1" = 5'
(5) Other sheets at appropriate scale.		

B. Size of Lettering:

MDOT policy requires the contract plans to be a 50% reduction of the original plans; therefore, the CONSULTANT shall provide a minimum letter size of 1/8 inch (preferably 0.15 inch) in order to be legible when reduced to 50% of the original size. All plans submitted by the CONSULTANT shall conform to the quality standards adopted by MDOT as shown in the Design Manual and the Project Director may reject any plans not conforming to these standards.

C. PDF Images:

Format and file names of PDF's shall be as described below and in Roadway Design Division's CADD Manual.

- a) Adobe PDF – Multi-Page (**Plans must be in order.**)
- b) Color - Black and White
- c) Page Size - All Electronic Prints (Images) need to be Full Scale (**22"x34.6"**)
- d) Content - Ensure all data is present on the PDF images (Correct Levels On/Off, Correct Reference Files On/Off, etc.)
- e) Rotation - The PDF's should be rotated so that they are readable when opened.
- f) Resolution – 400-600 DPI
- g) PDF Version – 1.4 minimum

II. PHASE A- RIGHT OF WAY PLANS

The main objective of this phase will consist of producing final maps and deeds based on approved Final Right-of-Way Plans. This phase will also include project activation and funding support. The phase shall consist of the following as needed:

PRE-DESIGN MEETING

The purpose of the conference is to discuss LPA and MDOT procedures, contract administration, data required by this CONTRACT, the design criteria, and other matters as the parties deem necessary. After the Pre-Design Conference, the LPA shall authorize the CONSULTANT to proceed with the preparation of the conceptual design plans.

TRAFFIC STUDY

The Consultant will conduct traffic counts along the roadways in the study corridor. The number and arrangements of lanes for each intersection and roadway segment in the study area would be obtained. Traffic control data for each intersection within the study area will be obtained. Consultant will use MDOT approved traffic modeling software to determine the existing peak hour traffic operations at the major intersections. Existing peak hour levels of service will also be obtained.

The Consultant will determine the quality of the base year traffic forecasts in the Jackson Urbanized Area Travel Demand Model by comparing results of the travel demand model traffic assignment to current daily traffic counts. The Consultant will develop appropriate adjustment factors that will be applied to the future year of forecasts in order to obtain reasonable traffic forecasts if necessary.

Using the Build Year traffic assignment results of the Jackson Urbanized Area Travel Demand Model, the Consultant would develop future daily and design hour traffic volumes for the build and no-build alternatives. Design hour volumes (A.M. and P.M.) and daily volumes would be developed for each intersection for the build and no-build alternatives.

Using the design hour traffic volumes developed by the Consultant, operational analyses would be conducted for each intersection in the study area in order to determine peak hour levels of service without the proposed project in place.

Using the design hour traffic volumes developed by the Consultant, operational analysis will be conducted for each intersection for the build alternatives in order to determine lane needs and peak hour levels of service.

The traffic analysis completed for this study will be summarized in a technical memorandum.

ENVIRONMENTAL STUDY

The CONSULTANT shall perform various engineering and environmental studies necessary to prepare or supplement the NEPA Document, for submittal to the appropriate state and Federal entities (draft/preliminary and final) in accordance with the following:

1. U.S. Department of Transportation, FHWA Technical Advisory T 6640.8A, Guidance for Preparing and Processing Environmental and Section 4(F) Documents, Federal-Aid Policy Guide 23 CFR 770, 771, 772, and 777 or changes thereto;
2. MDOT "Project Development/Environmental Documentation," SOP No. ENV-02-01-00-000; and
3. Other related federal and state procedures that may be in effect at the time of the Work Assignment.

An environmental justice assessment will determine the effects of the Ridgeland Highland connector on the homes and property located within the project area. It will consist of identifying those property owners, their concerns, and determining how the construction and projected increase in traffic could adversely impact their lives. Data will be collected and analyzed to ensure proper mitigation measures are developed and implemented if necessary. A report of all findings, a determination, and/or recommendations will be submitted upon completion of the assessment.

FIELD SURVEY

The CONSULTANT shall survey the project utilizing standard surveying practices as required to prepare preliminary and final contract plans in accordance with the current MDOT Design Manual. The work shall be performed in accordance with the current MDOT Survey Manual, unless specifically excepted, and with any additional instructions or requests as specified by the LPA, including the following:

1. Document “good faith” efforts to notify the property owners prior to entering upon the property for survey purposes;
2. Establish horizontal and vertical control, intermediate control and centerline in accordance with the MDOT Survey Manual;
3. Perform hydraulic survey according to the MDOT Survey Manual;
4. Participate in centerline inspection (hub-line review) immediately following its location to determine if any adjustments are necessary. The CONSULTANT shall make all necessary adjustments resulting from this inspection, and shall also make any adjustments necessary as a result of the centerline inspection(s) from the adjacent project(s);
5. Perform complete topographic survey along proposed centerline in accordance with the MDOT Survey manual;
6. By the time preliminary right-of-way plans are developed, the CONSULTANT will be required to establish the location of property lines, determine ownership from deeds of record, and develop a property map of the project according to standard, recognized surveying procedures in preparation for right-of-way documents meeting the Mississippi Board’s “Standards of Practice” for surveying in the State of Mississippi as set forth and published by the State Board of Licensure for Professional Engineers and Surveyors. The following are required MDOT elements:
 - a. A detailed and diligent search and collection of property corners, right-of-way markers, and property line evidence shall be conducted on all parcels in or connecting to the limits of the project. A detailed description of the property evidence found will be required for each point collected;
 - b. Existing highway right-of-way, local road right-of-way, railroad right-of-way, and utility right-of-way that fall within the topographic limits of the project shall be collected. Only right-of-ways that have fee simple interest are required to be collected or shown on the property.dgn;
 - c. Each land parcel boundary in or connecting to the limits of the project shall be drawn and the boundary lines delineated as; from evidence or deed. Each individual parcel to be labeled with the following: owner name and tax parcel number. All

GLO lines intersecting the project labeled with appropriate Section, Township, and Range information. Lot and block or tract numbers of property and adjoining lots of Subdivisions;

- d. All corners and evidence found shall be labeled with coordinates and the description of the evidence found. It shall not be necessary to show station/offset to any corners or to property lines at their intersection with the existing centerline. No right-of-way markers or property corners symbology shall be shown unless they are collected in the field;
 - e. Any distances or bearings shown on this drawing shall be in the Mississippi State Plane Coordinate System, grid;
 - f. North arrow shall be shown;
 - g. The property point file shall be printed by the consultant and the professional surveyor in charge of the project shall certify by signing and placing his or her seal on each page that the coordinate values of this file meets or exceeds requirements for land class "B", as required by Mississippi Board of Licensure for Professional Engineers and Land Surveyor's "Standards of Practice" for Land Surveying in the State of Mississippi.
7. In the case of any discrepancy or ambiguity between the MDOT Survey Manual, the Mississippi Board's "Standards of Practice" or specifications listed within this CONTRACT, the CONSULTANT shall adhere to the most stringent requirement for the specific task in question, unless otherwise directed, in writing, by a representative of the LPA authorized to make alterations to this CONTRACT.
8. The location of any utility shall be delineated, as per markings by the MS. One Call System, utility owners or provided plans. No excavation performed to verify the actual locations.

HYDRAULIC RECOMMENDATIONS (Drainage Area > 1000 acres)

Bridge Hydraulic Studies and Recommendations shall be based upon hydraulic design that is in conformance with the publications listed in the GENERAL REQUIREMENTS of this Scope of Work.

Evaluation of bridge design alternatives shall consider the following:

- Stream stability;
- Backwater;
- Flow distribution;
- Stream velocities;
- Scour potential;
- Flood hazards;
- Tidal dynamics where appropriate;
- Consistency with established criteria for the NFIP.

The extent of hydrologic studies shall be determined based on the functional highway classification, the applicable federal and state requirements, and the flood hazards at the site.

The following flood flows shall be investigated, as appropriate, in the hydrologic studies:

- A) For assessing flood hazards and meeting floodplain management requirements: typically the 100-year flood;
- B) For assessing risks to highway users and damage to the bridge and its roadway approaches: the overtopping flood and/or the design flood for bridge scour;
- C) For assessing potential flood damage at high risk sites: a check flood of a magnitude selected by the owner, as appropriate for the site conditions and the perceived risk;
- D) For investigating the adequacy of bridge foundations to resist scour for a flood greater than design: the check flood for bridge scour;
- E) To satisfy agency design policies, standards, and criteria: design floods for waterway opening and bridge scour for the various functional classes of highways;
- F) To calibrate water surface profiles and to evaluate the performance of existing structures: historical floods;
- G) To evaluate environmental conditions: low or base flow information, and in estuarine crossings, the tidal range.

The hydraulic analysis shall utilize analytical models and techniques that have been approved by the MDOT Roadway Design and Bridge Divisions and that are consistent with the required level of analysis. The analysis shall be performed using a nationally recognized and readily available computer program for determination of design requirements.

Studies shall be carried out to evaluate the stability of the waterway and to assess the impact of construction on the waterway. The studies shall include consideration of items stated in GENERAL REQUIREMENTS of this Scope of Work

The design process for sizing the bridge waterway shall include:

- A) The evaluation of flood flow patterns in the main channel and floodplain for existing conditions compared to unconstricted conditions;
- B) The evaluation of trial combinations of highway profiles, alignments, and bridge lengths for consistency with design objectives.

The design flood, check flood, and overtopping flood of lesser recurrence interval when applicable shall be considered and discussed with the LPA.

The CONSULTANT shall prepare and submit an electronic copy of the Hydraulic Studies and Bridge Recommendations for its review and comment.

The Hydraulic Study and Recommendations submittal shall include the following at a minimum:

- A) **HYDRAULIC BRIDGE RECOMMENDATIONS:** Hydraulic Bridge Recommendations shall be on the appropriate MDOT forms as required. Hydraulic capacity shall be a primary consideration

in setting the bridge length. The bridge must provide enough capacity to:

- 1) Avoid excessive backwater in order to prevent adverse floodplain impacts; and
- 2) Prevent excessive velocity and shear stress within the bridge waterway.

Span arrangements and spill-through abutment setbacks from the tops of channel banks shall be set in accordance with the MDOT Design Memos, Floodplain Management Regulations for the State of Mississippi, AASHTO LRFD Bridge Design Specifications, and FHWA guidance.

B) HYDRAULIC MODELS: Hydraulic modeling approaches shall be selected based on FHWA guidance.

Natural Channels with Narrow to Moderate Floodplains (One-Dimensional Flow): Natural channels or streams that can be represented by a series of cross sections taken perpendicular to the assumed flow direction shall be analyzed utilizing Hydrologic Engineering Center – River Analysis System (HEC-RAS). Hydraulic one-dimensional models shall include an unconstricted conditions model, existing conditions model, proposed conditions models, and any other models as required. All unnecessary plans shall be deleted, and a plan description for all alternatives shall be provided. A detailed project description, which shall include project name, stream name, county and state, and submittal date, shall also be provided. Design and CONSULTANT information shall be provided, including:

- CONSULTANT name;
- Modeler name or initials;
- Status of model;
- Date of last modification;
- Program and version used;
- Vertical and horizontal datum and units;
- Horizontal projection if geo-referenced in the detailed project description.

The hydraulic models for bridges shall extend so that the flow is fully expanded both upstream and downstream of the flow constriction, as well as far enough downstream to eliminate uncertainty of water surface elevations at the site.

Complex Floodplains (Two-Dimensional Flow): Natural channels or streams that cannot be represented by a series of cross sections taken perpendicular to the assumed flow direction (uniform velocity cannot be assumed in the direction of flow or if depths and velocities vary rapidly with time) shall be analyzed utilizing a nationally recognized and readily available finite element method computer program. Two-dimensional models are recommended for complex waterway and/or complex bridge hydraulic analyses. Hydraulic two-dimensional models shall include an unconstricted conditions model, existing conditions model, proposed conditions models, and any other models as required.

The two-dimensional hydraulic models for bridges shall extend so that the flow is fully expanded both upstream and downstream of the flow constriction, as well as selecting a location where flow is reasonably one- dimensional.

C) SCOUR CALCULATIONS: Calculations of the potential bridge scour shall be prepared in accordance with MDOT Design Memos in addition to the FHWA publication Evaluating Scour at Bridges, Hydraulic Engineering Circular No. 18 (HEC-18), and the results included on the elevation and foundation layouts of the Bridge Plans. HEC-RAS bridge scour design shall not be the sole source of calculations and shall be verified outside of HEC-RAS using HEC-18 and appropriate

equations. MDOT procedures shall be followed in setting scour elevations.;

- D) **GUIDE BANK DESIGN:** Guide bank design shall be based on the FHWA publications Hydraulic Design of Safe Bridges, Hydraulic Design Series Number 7 (HDS-7) and Bridge Scour and Stream Instability Countermeasures, Hydraulic Engineering Circular No. 23 (HEC-23) – Volume 2 Design Guideline for Guide Banks. MDOT standards shall be used for guide bank lengths, and special design will be required for all other lengths;
- E) **STREAM STABILITY ANALYSIS AND PRELIMINARY STREAM AND SCOUR COUNTERMEASURE DESIGN:** Stream stability and lateral migration tendencies shall be included in design considerations and based upon conformance with FHWA publication Evaluating Scour at Bridges, Hydraulic Engineering Circular No. 18 (HEC-18), FHWA publication Stream Stability at Highway Structures, Hydraulic Engineering Circular No. 20 (HEC-20). The determination of countermeasure requirements shall be based on the FHWA publication Bridge Scour and Stream Instability Countermeasures, Hydraulic Engineering Circular No. 23 (HEC-23). Further requirements shall be the FHWA publication Design of Riprap Revetment, Hydraulic Engineering Circular No. 11 (HEC-11). Documentation, details, and drawings shall be provided for the preliminary design;
- F) **HYDRAULIC REPORT:** Hydraulic Reports shall include, at a minimum:
- A narrative that describes the project scope;
 - Statements defining any additional source of information including cross sections, topographic data, and other supporting information;
 - Design alternatives;
 - Analysis considerations;
 - Supporting documentation that describes the analysis procedures, including unconstricted conditions, existing conditions, and proposed conditions;
 - Documentation of all modifications made to models to correctly represent the existing conditions as well as proposed conditions;
 - Recommendations and details;
 - Tables comparing water surface elevations between the models demonstrating that the proposed project meets current local, state, and federal regulations;
 - Tables comparing velocities between the models demonstrating the effects to the natural floodplain values;
 - Documentation of stream stability and lateral migration tendencies of affected channel reaches;
 - Documentation of recommended measures to minimize impacts and restore and preserve the natural and beneficial floodplain values (23 CFR 650.111);
 - Documentation of grade changes when replacing existing structures;
 - Aerial photography and topographic maps with the proposed alignments and span arrangements, including flood zones and any additional items identified in the Work Assignment; and
 - Photographs.

Data collected, hydraulic model output, bridge layout drawings, no-rise certifications, and any other pertinent information shall be included. The Hydraulic Report shall be signed, sealed, and dated by the CONSULTANT'S engineer.

- G) **BRIDGE LAYOUT DRAWINGS:** Drawings shall include scour elevations and an elevation and foundation plan. The plans shall include the following items:
- Span arrangements;

- Pier/foundation schematics;
- Shoring requirements adjacent to existing streets and railroads;
- Typical Sections;
- Finish grade profiles;
- Vertical and horizontal clearances;
- Design data, drainage data.

Plan drawings shall include the magnitude of the design flood, magnitude of the base flood, and water surface elevations associated with these floods.

H) BRIDGE DECK DRAINAGE: Bridge deck drainage shall be based on the FHWA publication Design of Bridge Deck Drainage, Hydraulic Engineering Circular No. 21 (HEC-21);

One (1) complete set of the Final Hydraulic Studies, design/analysis computations, supporting data, and reports shall be submitted electronically to the LPA after all changes from the LPA's review have been made. This submittal shall include:

- Computer input and output;
- Scour computations;
- Guide Bank analysis;
- Survey data;
- Supporting drawings;
- All correspondence with governmental and regulatory agencies regarding levees and water crossings;
- Any additional items required in writing by the LPA.

The Hydraulic Report shall be signed, sealed, and dated by the CONSULTANT'S engineer. Recommendations and plans shall be provided as separate PDFs outside of the Hydraulic Report.

If a project involves multiple bridge sites, the recommendation forms shall be combined into one (1) multi-page PDF, and the plans shall be combined into a separate one (1) multi-page PDF

FEMA REGULATED FLOODWAYS

For any project located in or across a FEMA Regulatory Floodway, or where base flood elevations have been determined as shown on the NFIP maps, the CONSULTANT shall obtain the step-backwater hydraulic model for the specified stream and community from FEMA. Modification of this input data will be required to demonstrate that the proposed hydraulic improvements or structure(s) will not impact the pre-project base flood elevations, regulatory floodway elevations, or regulatory floodway widths.

HYDRAULIC MODELS AND CALCULATIONS: Hydraulic models for projects affected by a FEMA Regulatory Floodway shall be provided when applicable. Input and output from software and any other calculations used in hydraulic design shall be provided upon request.

“NO-RISE/NO-IMPACT” CERTIFICATION: If the project is located in or across a FEMA Regulatory Floodway, or base flood elevations have been determined as noted on the NFIP maps, the CONSULTANT shall obtain the step-backwater hydraulic model for the specified stream and community from FEMA. The CONSULTANT shall complete a “No-Rise/No- Impact” certification and report. The report shall contain all needed documentation and technical data required by a “No-Rise/No-Impact” certification. The step-backwater hydraulic model shall be modified to demonstrate

that the proposed hydraulic improvements or structure(s) will not impact the pre-project base flood elevations, regulatory floodway elevations, or regulatory floodway widths. The certification shall be signed, sealed, and dated by the CONSULTANT'S engineer.

CLOMR and LOMR APPLICATIONS: In the event a "No-Rise/No-Impact" is not possible, or a longitudinal encroachment of the roadway embankment will occur within the floodway, an application for revisions to the NFIP maps shall be required. The CONSULTANT shall be required to prepare for submittal an application for CLOMR, LOMR, and the required supporting data and documentation to the participating community and FEMA. The certification shall be signed, sealed, and dated by the CONSULTANT'S engineer.

GEOTECHNICAL INVESTIGATION FOR ROADWAYS

Design Criteria for pavement support shall be determined from a Centerline Soil Profile. The specific objective of this study is to determine the quality and type of soils located along the project. The centerline soil profile shall be completed prior to the submittal of the preliminary right-of-way plans so that the plans reflect slope requirements in areas that contain high-volume-change soils.

The CONSULTANT shall perform necessary field and laboratory work to develop and provide the complete soil profile along the centerline of survey. The soil survey shall be performed by the CONSULTANT in such a manner as necessary to produce a report similar in content and format commonly developed by MDOT, and in accordance with MDOT Standard Operating Procedures *TMD-20-14-00-000 – Standard Design Procedures for Construction of Roadways Through High Volume Change Soils*.

The CONSULTANT shall identify the types of soils along the proposed alignment, evaluate their potential use as fill materials, and locate any undesirable low strength surface soils which may require undercutting or other remedial measures for construction. From the original soil profile, a tentative base design will be formed and any undesirable strata shall be noted for special consideration. It is of distinct value in determining soil strata placement during grading operations where better soils should be placed at grade and poor soils below.

Prior to the beginning of the field exploration, the CONSULTANT shall submit the proposed plan of work for review and approval. As a general rule, soil borings should be spaced a maximum of 200 feet apart along the centerline and drilled to a depth of 3 feet below the proposed subgrade line in cut sections or natural ground in fill sections. The spacing and depth of soil borings should vary if unusual conditions are encountered such as rock layers, water strata, or weak deposits (muck or unstable material). The auger method of drilling for disturbed samples is generally suitable for identification of the materials obtained.

Additional laboratory tests and analyses, which are not specified in TMD-20-14-00-000, shall be performed by the CONSULTANT. These include:

1. Estimated CBR, from charts supplied by MDOT;
2. Volume Change, AASHTO T 92;
3. pH, Mississippi Test Method MT-30;
4. Soil Resistivity, Mississippi Test Method MT-47.

The CONSULTANT shall prepare a report of the findings of the soil survey. This report shall include recommendations for handling unsuitable or undesirable soils, copies of the laboratory test results on

MDOT form TMD-683, or equivalent, and the centerline soil profile. The centerline soil profile shall show the limits of each soil type identified, with each type labeled with:

1. an identification number to reference it to the laboratory test results,
2. AASHTO classification,
3. Unified Soils classification,
4. estimated CBR.
5. % Volume Change (if applicable)

The CONSULTANT shall provide 10 copies of the report to the LPA, or his or her designee.

The CONSULTANT shall be responsible for obtaining permits, licenses, and/or authority from public agencies required for the conduct of his operations under this CONTRACT, including payment of any charges for the same, and shall not work or use public property without such authority, licenses, or permits. This also applies to permits required to transport equipment over or across public thoroughfares. The CONSULTANT will also be required to notify private landowners and to obtain access and permission to enter or work on their property. The LPA shall be notified in writing within 5 working days of any landowner's refusal to grant access to their property.

All foundation investigation work – drilling, soils classification, laboratory testing – and all other work in connection therewith, shall follow procedures outlined in AASHTO publication, *Manual on Subsurface Investigation, 1988*.

CONCEPTUAL PLANS

The CONSULTANT shall prepare and submit conceptual plans for the project to include, where applicable:

- A. ROADWAY PLANS: Title Sheet(s), typical sections, plan-profile sheets, traffic control sheets, conceptual permanent directional signing layout sheets, conceptual pavement marking sheets, special design sheets where needed, phase construction sheets as required (plan & elevation) and right-of-way limits with or without property boundaries.

The CONSULTANT will investigate all local roads within the project limits to determine if realignments are necessary. Factors which may dictate realignments include, but are not limited to, angle of intersection, sight distance, crossover locations, and offset intersections. Survey for realignments will be performed prior to printing Preliminary RIGHT-OF-WAY plans to ensure approval by MDOT (a site visit by the CONSULTANT may be needed prior to survey).

- B. BRIDGE PLANS: Span arrangements, pier/foundation schematics, shoring requirements adjacent to existing streets and railroads, typical sections, finish grade profiles, vertical and horizontal clearances, retaining walls, design data, drainage data, and any other information necessary for development of conceptual plans for bridges as well as roadway plans for the approach connections to the bridge concepts.

Four (4) sets of conceptual plans shall be submitted to MDOT and Client for review and approval. Allow approximately three (3) weeks for review by MDOT.

FIELD INSPECTION PLANS

The CONSULTANT shall prepare and submit field inspection plans in accordance with MDOT format based on the approved conceptual plan. The field inspection plans shall contain, as a minimum:

- A. **ROADWAY PLANS:** Title sheet, typical sections, preliminary listing of pay items, plan and profile sheets showing all geometrics, profile grades, construction limits, cross-sections, preliminary earthwork quantities, preliminary permanent directional signing layout sheets, preliminary pavement marking sheets, right-of-way limits, size and location of all drainage structures, as well as any traffic control that will be required during construction. Cross drain structures will be plotted on the cross sections. The right-of-way limits will be based on the normal border width, and will represent the actual proposed right-of-way for the project.

After the field review is conducted, the CONSULTANT shall provide MDOT with written updated right-of-way and construction cost estimates. These estimates shall be based on historical cost data from similar MDOT projects.

When field inspection plans are submitted, all hydraulic calculations (for drainage areas under 1000 acres) shall be included.

Any other incidental drawings needed to show pertinent topographical features or special treatments shall be included with these field inspection plans. Any remedial measures required by MDOT S.O.P. TMD-20-14-00-000, Standard Procedures for Construction of Roadways Through High Volume Change Soils, must be identified and incorporated into the design of right-of-way plans. The CONSULTANT shall submit four (4) sets of plans for review by MDOT prior to requesting the field inspection. MDOT shall mark on these copies of the plans all revisions or changes required and return same to the CONSULTANT. Allow approximately three (3) weeks for review by MDOT. After completing any revisions, the CONSULTANT shall submit to MDOT one (1) set of field inspection plans for a field inspection with representatives of the LPA, MDOT and the CONSULTANT at a date mutually agreed upon by all parties. Allow approximately three (3) weeks from the submittal date of the reproducibles for scheduling and completing the field inspection.

- B. **BRIDGE PLANS:** Preliminary bridge layout drawings shall be constructed to a reasonable scale. These layout drawings may or may not be in a form that can be incorporated into the final plans.

The preliminary bridge layout drawings shall include a foundation plan, an elevation view, typical cross-sections and shoring requirements (where applicable). The foundation plan shall depict items such as: (1) roadway/bridge abutments, (2) stationing and horizontal control dimensions, (3) span lengths, (4) skew and/or curve data, (5) horizontal navigation clearances, and (6) other pertinent features.

The elevation drawings shall show such items as: (1) ground profile (original and finished), (2) span lengths, (3) type construction (simple, continuous, etc.), (4) materials (prestressed beams, concrete box girders, etc.), (5) vertical navigation clearances, (6) finish grades at each bent, (7) expansion joint locations and types, (8) design data and drainage data (where applicable), (9) phase construction sheets as required (plan and elevation), (10) shoring requirement sheets where needed and (11) other pertinent data.

The typical cross-section drawings shall show items such as: (1) bridge/roadway width(s), (2) crown/superelevations, etc., (3) railing dimensions, (4) beam types, (5) substructure types (frame bents, trestle pile bents, piers, etc.), (6) bearing types, (7) slab dimensions including overhang, (8) shoring plans, when required, indicating member sizes, type and locations.

FINAL RIGHT-OF-WAY PLANS

Subsequent to the field inspection, the CONSULTANT shall make all necessary changes which arise during the inspection. After completion of all revisions and changes requested by MDOT, the CONSULTANT shall furnish four (4) sets of right-of-way plans for review by MDOT. MDOT shall mark on the prints all revisions or changes required and return same to the CONSULTANT. Allow approximately four (4) weeks for MDOT review. Upon completion of any and all changes, the CONSULTANT shall submit plan sheets of the project which show the right-of-way and all public and private utility locations and ownerships which will be affected by the construction. The CONSULTANT shall submit one (1) set of cross sections for the project. All related electronic files for these right-of-way plans shall be submitted along with the plans on CD/DVD with a project description (including Project Number, Route, County) listed on the exterior of the disk along with the words "Final RIGHT-OF-WAY." The CONSULTANT shall, if requested by the LPA, attend any meetings concerning the project. Any changes or revisions required as a result of the above reviews shall be considered as part of the covered work.

Preliminary Right-of-Way Plans, Field Inspection Plans, Final Right-of-Way Plans and Revised Right-of-Way Plans shall be submitted in the following two formats:

- a) Black & White PDF images (22"x34.6", 400-600DPI) on CD/DVD or other approved media as described in Roadway Design Division's CADD Manual.
- b) Printed 1/2 Scale Plan Sheets.

Consultant shall create up to two (2) photo realistic graphics showing anticipated appearance of the new roadway, with suggested lighting, landscaping, adjacent land uses, etc. at locations selected by the City. In addition, the Consultant shall create a short video outlining the roadway corridor and anticipated appearance, location and amenities upon completion of the roadway.

PRELIMINARY WATER & WASTEWATER DESIGN

The Consultant will perform preliminary engineering services required to extend water & wastewater service along the new transportation corridor. The Consultant shall:

- A. Consult with the CLIENT to clarify and define the CLIENT's requirements for the Project.
- B. Assemble and review available data which may be pertinent to the Project.
- C. Prepare preliminary design documents consisting of design criteria, preliminary drawings and outline specifications.
- D. Coordinate with the CLIENT, regulatory governmental agencies, and affected utilities.
- E. Modify design documents as necessary to reflect CLIENT's comments.

- F. Furnish two copies of above preliminary design documents and opinion of probable cost to CLIENT for review.

FINAL RIGHT-OF-WAY MAPS AND DEEDS

The following shall be included:

- Location of property lines;
- Preparation of acquisition (appraisal) maps;
- Legal descriptions prepared in accordance with the Standards of Practice for Surveying in the State of Mississippi; and
- Staking of proposed Right-of-Way limits and easements.

RIGHT-OF-WAY ACQUISITION MAP

The CONSULTANT shall prepare a plat of survey, signed and sealed by a Professional Surveyor, and description for each parcel being acquired under the project limits. The individual right-of-way plats and descriptions shall comply with the Standards of Practice for Class B surveys as defined by the State of Mississippi Board of Licensure for Professional Engineers and Surveyors. The minimum sheet size shall be no smaller than 8" x 14". The remaining area (acreage/square footage) is shown for the parent parcel of each take area. Also, each instrument needed to acquire the properties is identified on the maps. The description(s) required for each parcel shall be placed in the newest template from MDOT and include the following instrument templates: Warranty Deeds (W-deeds), Quitclaim Deeds (Q-deeds), Temporary Easements (T-deeds), Permanent Easements (E-deeds), Partial Release (R-deeds), and Access Rights Deeds (G-deeds).

REVISIONS

After the Maps and Deeds are completed, the CONSULTANT shall make any revisions requested by the MDOT and/or LPA as a result of any revisions made to the Final Right-of-Way Plans. The CONSULTANT acknowledges that revisions to Final Right-of-Way Plans and to Maps and Deeds shall be given high priority treatment, especially after the release of a complete set of Maps and Deeds. The CONSULTANT shall complete revisions to Maps and Deeds in a timely manner that will not impede the progress of the appraisal and acquisition phases of the Right-of-Way process.

III. RIGHT OF WAY ACQUISITION

The main objective of this phase will consist of Right of Way acquisition based on the maps and deeds. Demolition and eminent domain will require an addendum or separate contract. The phase shall consist of the following as needed:

PROJECT MANAGEMENT

The Consultant will be responsible for managing the subconsultants, communication with the LPA and MDOT, and insuring the scope of work, schedule and terms of the CONTRACT are being fulfilled in accordance with the direction from the LPA. Specifically, the CONSULTANT will provide the following:

1. Administrative support (to include filing, monthly reimbursement payments, invoicing, monthly status reports, and preparation/distribution of notification letters);
2. Management of the subconsultants(to include educating appraisers on the project design; answering access/design questions during the appraisal work; participation in the property owner meetings; interfacing between appraiser and review appraiser; and quality control);
3. Preparation/update of overall right-of-way acquisition exhibit;
4. Review of acquisition files by LPA and/or MDOT;
5. Preparation of subcontracts for the subconsultants;
6. Meeting with the LPA and/or MDOT

General

The scope of work under this Right of Way Real Estate Services Contract identifies the real estate services that may be requested from the CONSULTANT under this contract. The services are described in the following pages and may include either some or all of the following list of services:

1. Appraisal
2. Appraisal Review (this service must not be provided by the same provider of Appraisal services)
3. Acquisition
4. Relocation
5. Property Management
6. Title & Legal Services
7. Property Management

****Demolition and Eminent Domain are not included in the contract**

The services performed under this contract shall be performed by the CONSULTANT on behalf of the LPA in accordance with the terms and conditions of the Contract. The specific scope of work and services requested under this contract will depend on the specific requirements of the project. The CONSULTANT shall only perform the scope of work identified in the following pages for the Project with prior authorization and notice to proceed from the LPA. Any services performed under this contract shall conform to state and federal laws and regulations to include, but not limited to, Federal Regulations 49 CFR 24. The services performed shall also be in accordance with the Project Progress Schedule attached to this Scope of Work.

For brevity throughout the following paragraphs, references to the Local Public Agency "LPA" shall refer to City of Ridgeland, "MDOT" shall refer to Mississippi Department of Transportation and "CONSULTANT" shall refer to the consultant hired by the LPA to perform the real estate services under this contract.

For specific policies and procedures regarding the ROW process to be followed during any of the listed ROW services, the CONSULTANT shall refer to the current MDOT Right of Way Operations Manual, (ROM) as a guide.

APPRAISAL

General

After written authorization has been received by the Consultant from the MDOT LPA District Coordinator or the LPA, but prior to the initiation of negotiations on any parcel of property on the Project, the CONSULTANT shall prepare real property appraisal reports in accordance with this contract and all applicable rules, regulations and laws including, without limitations, including the following:

1. The Uniform Standards of Professional Appraisal Practice, (USPAP);
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §4601 and Regulations promulgated pursuant thereto at 49 CFR Part 24;
3. Mississippi law applicable to governmental acquisition appraisal;
4. The appraiser should be a Licensed Real Estate Appraiser with two (2) years' experience in appraisal for the purpose of the acquisition of right of way, or shall at a minimum conform to the requirements of 24. 103 (d)(1)(2) of 49 CFR 24 of the Uniform Act ;
5. All appraisal reports shall be completed in a format materially equivalent to the MDOT Appraisal Report forms; and
6. If the MDOT Appraisal Report Forms are used, all references to MDOT must be edited to replace MDOT with the name of the LPA.

Definitions

CONSULTANT – The person, firm or company, including any sub-consultants hired by the CONSULTANT, that has been contracted by the LPA to perform any of the real estate services defined in the scope of work to this contract.

APPRAISER OF RECORD – The appraiser who is a licensed certified general real estate appraiser with experience in appraising real estate and interests in real property for the purpose of right of way acquisition and develops and reports the appraisals for each parcel on the project.

REVIEW APPRAISER – The Review Appraiser for the project, either performing as an employee of the LPA or hired by the LPA by contract. The Review Appraiser shall be a licensed certified general real estate appraiser with a minimum of six (6) years of experience in appraising and/or appraisal review of real estate and interests in real property for the purpose of right of way acquisition.

RECOMMENDED APPRAISAL – Review Appraisers under contract by the LPA to perform appraisal review services are only authorized to “recommend” an appraisal report to the LPA as the basis for the amount believed to be as just compensation. An authorized official of the LPA shall utilize the “Recommended Appraisal” to establish the amount believed to be just compensation.

ACCEPTED APPRAISAL – Meets all requirements, but not selected as recommended.

NOT ACCEPTED APPRAISAL – Does not meet all requirements and is not selected as accepted, or recommended.

Appraisal Meeting

Before beginning developing or reporting of any appraisal work, the CONSULTANT (including any sub-consultants) and the Review Appraiser shall meet jointly with the LPA to discuss project plans, Right of

Way procedures and the appraisal scope of work. At the meeting, the type of appraisal reports (Total Before and After of Improved Property, Land, and Short Form appraisal reports), parcels that may qualify for use of waiver valuations, and the need for specialty reports will be discussed. At this meeting the LPA shall provide to the CONSULTANT the following:

1. Right of Way Acquisition Map(s);
2. Deeds (Conveyance instruments);
3. Deraignment of title on all parcel interests;
4. One set of ROW plans; and
5. Other pertinent information about the project.

Project Sales Brochure

The CONSULTANT shall prepare a Project Sales Brochure along with a record search list, showing the Sections, Townships and Ranges that were searched for comparable sales. The CONSULTANT shall include a map of comparable sales with the Project Sales Brochure. A copy of the Project Sales Brochure shall be furnished to the Review Appraiser, and, if requested, to the LPA and MDOT. The Project Sales Brochure shall be reviewed and accepted by the Review Appraiser before the CONSULTANT begins any appraisal work. During the project, the CONSULTANT shall update the Project Sales Brochure with new sales data and provide a copy of each comparable sale to the Review Appraiser for acceptance before adding to the Project Sales Brochure.

Appraisal Development and Reporting

Once the MDOT LPA District Coordinator or the LPA has issued written authorization to begin the acquisition process, the Review Appraiser has accepted the Project Sales Brochure and the LPA has issued notice to proceed to the CONSULTANT, the CONSULTANT may begin the appraisal development and reporting. The CONSULTANT shall develop a fully documented real property appraisal report on each parcel of property for the Project, and in so doing shall make a personal inspection of each parcel appraised.

Before the initiation of negotiations the real property to be acquired shall be appraised, except as provided in 24.102(c)(2), and the CONSULTANT shall notify the owner in writing of the LPA's interest in acquiring the real property and the basic protections provided to the owner by law and shall offer in writing to the property owner(s) or the property owner(s)' designated representative an opportunity to accompany the appraiser on the inspection of the property, in compliance with 49 CFR 24.102(c)(1). This offer to accompany the appraiser must be documented in the appraisal report. The CONSULTANT shall provide the owner with the following:

1. Owner-Appraiser Contact Letter;
2. Highlighted copy of the ROW Acquisition Map; and
3. Citizen's Right of Way Acquisition Guide.

Each notification provided to the property owner or occupant shall be personally served or sent by certified or registered first-class mail, return receipt requested, and documented in the LPA files in compliance with 49 CFR 24.5.

A fully documented real property appraisal report shall be considered to be the value of all compensable interests under the laws of the State of Mississippi, including the before and after rule, pertaining to the same parcel. In addition to the fee simple interest, this is to include all leasehold and leased fee interests,

permanent easements, access rights, uneconomical remnants, (remainders), temporary easements, and any other interest in the real property, excluding utility easements.

As mentioned above, the CONSULTANT shall prepare real property appraisal reports in accordance with this contract and all applicable rules, regulations and laws, including the Uniform Act Regulations found in 49 CFR 24. Therefore, Appraisal Reports developed and reported as part of this scope of work shall, at a minimum, meet the following requirements as defined in 49 CFR 24.103.

1. An adequate description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, an adequate description of the remaining property), including items identified as personal property, a statement of the known and observed encumbrances, if any, title information, location, zoning, present use, an analysis of highest and best use, and at least a 5-year sales history of the property. (*See appendix A, §24.103(a) (1).*)
2. All relevant and reliable approaches to value consistent with established Federal and federally-assisted program appraisal practices. If the appraiser uses more than one approach, there shall be an analysis and reconciliation of approaches to value used that is sufficient to support the appraiser's opinion of value. (*See appendix A, §24.103(a) (1).*)
3. A description of comparable sales, including a description of all relevant physical, legal, and economic factors such as parties to the transaction, source and method of financing, and verification by a party involved in the transaction.
4. A statement of the value of the real property to be acquired and, for a partial acquisition, a statement of the value of the damages and benefits, if any, to the remaining real property, where appropriate. And;
5. The effective date of valuation, date of appraisal, signature, and certification of the appraiser.

The per-parcel appraisal fee agreed to and made a part of the Real Estate Service Contract for the LPA shall include any and all expenses necessary for, and related to, completion of the Project Sales Brochure, the appraisal development and reporting, for the parcel, including, but not being limited to, timber cruises, cost-to-cure quotes, and cost-new estimates and, upon request by the LPA, any time required to attend conferences for the purpose of discussing certain aspects of the appraisal report, not to include time and expense for eminent domain purposes. The LPA shall approve payment of appraisal reports for each parcel appraised upon review and acceptance or recommended approval of the appraisal report from the Review Appraiser.

All requests by the CONSULTANT for a Specialty Report shall have the concurrence of the Review Appraiser and shall be subject to approval by the LPA. If it is determined by the LPA that a Specialty Report is necessary, then the LPA shall enter into a Specialty Report Agreement with a professional service provider to prepare the Specialty Report.

A "Specialty Report" is defined as a written report impartially and independently prepared by a qualified specialist setting forth an opinion of the valuation of specialty items to be used as data in or as a component part of an appraisal report. Examples of a specialty report may be a feasibility study or a report from a professional landscape architect to estimate the cost-to-cure damages to a golf course or from a professional engineer to provide a report on the cost of developing a subdivision of real estate.

Upon the completion of appraisal report(s), the CONSULTANT shall deliver one (1) hard copy and/or one (1) electronic copy of each appraisal report to the LPA. The LPA shall transmit all appraisal report(s) to the project Review Appraiser. The LPA will approve payment of the appraisal report(s) upon review, and acceptance or recommended approval from the Review Appraiser.

Revised Appraisal Reports and Project Sales Brochure

The LPA will review any and all revisions to the Right of Way Acquisition Maps and Deeds and in consultation with the Review Appraiser will determine if the revision will require a revised appraisal of the parcel. If it is determined that a revised appraisal report is necessary, the CONSULTANT will develop and report a revised appraisal. If the CONSULTANT initiates the request for revision to the Right of Way Plans and maps and deeds, the request must be made to the LPA and have the concurrence of the Review Appraiser. All appraisals shall be completed in accordance with the requirements above for appraisals.

Upon completion of the revised appraisal report(s), the CONSULTANT shall deliver to the LPA one (1) hard copy of the appraisal report and/or one (1) electronic copy. The LPA will transmit all revised appraisal report(s) to the project Review Appraiser.

If the revised appraisal report resulted in any changes or additions to the Project Sales Brochure, the CONSULTANT shall be responsible for including the new and/or revised sale record(s) to the LPA and the Review Appraiser. All revised appraisal report(s) shall be reviewed, accepted or recommended, by the Review Appraiser prior to any establishment of just compensation being made by the LPA. The LPA will approve payment of the revised appraisal report(s) upon review, acceptance and recommended approval from the Review Appraiser.

Preparation of Appraisals for Court Testimony

The following services may be included in the scope of work for this contract and in compensation covered under this contract. If the following services are required under the scope of work for this contract, the services shall be considered part of this contract and shall be commenced upon written authorization from the LPA at the time they are needed in accordance with the compensation agreed to in the fee schedule contained within the Real Estate Service Contract for LPAs in Mississippi.

The preparation of appraisals for court testimony and attendance at pre-trial conferences or trial testimony or other court proceedings relating to the acquisition of the right of way for the Project are NOT covered by this Contract (or the compensation to the CONSULTANT under this Contract). If required, the services are considered as "Additional Services" for all purposes and the fees for "Additional Services" shall be negotiated and agreed to at the rates provided within the Real Estate Service Contract for LPAs in Mississippi by a Supplemental Agreement to this Contract prior to the rendering of such "Additional Services".

In the event of condemnation proceedings, the LPA shall direct the CONSULTANT to prepare appraisal(s) for court testimony. The appraisal(s) for court testimony shall be completed in preparation for testimony before the Special Court of Eminent Domain and shall be performed and completed in accordance with the requirements set forth herein, as of the date of the filing of the suit.

A letter shall be sent by LPA to the CONSULTANT, requesting the preparation of an appraisal report for court, court pre-trial preparation conferences and meetings with the legal representatives of the LPA, and trial testimony if required. The appraisal for court shall include, but not be limited to, market research, property inspection(s), report writing and preparation, preparation of the discovery material, and transmittal letters. The appraisal report prepared for court testimony shall be reviewed and accepted by the Review Appraiser before any pre-trial conferences and court testimony unless otherwise authorized by the LPA. The LPA shall approve payment of the appraisal report prepared for court testimony, upon review and acceptance for court testimony by the project Review Appraiser.

The LPA may require and request the attendance of the CONSULTANT and/or the Appraiser of Record at conferences for the purpose of discussing certain aspects of the appraisal report or for pre-trial conferences for the purpose of discussing certain aspects of the appraisal report or for pre-trial conferences with the attorney prior to actual court trial. Also, the CONSULTANT, or, more specifically, the Appraiser of Record shall be available for court appearances and court testimony to provide an oral testimony of his appraisal for Court and opinion of market value.

The CONSULTANT shall be responsible for supplying all appraisal expert witness testimony and for delivering all Appraisal Reports for Court to meet all deadlines. In the event the Appraiser of Record cannot fulfill the obligations to testify as the valuation witness, the CONSULTANT shall be responsible for supplying a properly qualified substitute appraisal witness acceptable to the LPA at no additional costs above the agreed upon fee for this service.

APPRAISAL REVIEW

General

Prior to the Establishment of the Amount Believed to be Just Compensation, the Fair Market Value Offer, and Acquisition of the parcel interest, a review of the appraisal report shall be performed by the Review Appraiser. The appraisal review shall be developed and reported in compliance with the terms of this contract, and all applicable laws, rules and regulations including, without limitation, the following:

1. The Uniform Standards of Professional Appraisal Practice, (USPAP);
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §4601 and Regulations promulgated pursuant thereto at 49 CFR Part 24;
3. The Review Appraiser should be a State Certified General Real Estate Appraiser with at least six (6) years' of experience in appraisal for the purpose of acquisition of right of way, or shall at a minimum conform to the requirements of 24. 103 (d)(1)(2) of 49 CFR 24 of the Uniform Act;
4. All appraisal review reports shall be completed in a format materially equivalent to the MDOT Appraisal Review Report Forms;
5. If the MDOT Appraisal Review Reports are used, all references to MDOT must be edited to replace MDOT with the LPA name; and
6. The Establishment of the Amount Believed to be Just Compensation or also referred to as the Establishment of Just Compensation (EJC) Form shall be completed on the approved MDOT form, edited to replace the references to MDOT with the LPA name.

Appraisal Review Scope of Work

The Review Appraiser shall meet with the LPA and the real estate CONSULTANT at the beginning of the project acquisition phase to discuss the project status, plans, the possible use of waiver valuations, and the real property appraisal and review appraisal process. This meeting shall be held at a place determined by the LPA.

The primary function of the Review Appraiser under this contract is to recommend (to the LPA) an appraisal that can be used as the basis for the establishment of the amount believed to be just compensation for each parcel to be acquired on the project. Therefore, the Appraisal Review Reports developed and reported as part of this contract shall, at a minimum, meet the following requirements as defined in 49 CFR 24.104 as follows:

1. A qualified Review Appraiser (*see* §24.103(d) (1) and appendix A, §24.104) shall examine the presentation and analysis of market information in all appraisals to assure that they meet the definition of appraisal found in 49 CFR 24.2(a) (3), appraisal requirements found in 49 CFR 24.103 and other applicable requirements, including, to the extent appropriate, the UASFLA, and support the appraiser's opinion of value. The level of review analysis depends on the complexity of the appraisal problem. As needed, the review appraiser shall, prior to acceptance, seek necessary corrections or revisions;
2. The Review Appraiser shall identify each appraisal report as 1) recommended (as the basis for the establishment of the amount believed to be just compensation), 2) accepted (meets all requirements, but not selected as recommended, or 3) not accepted (does not meet all requirements and is not selected as recommended or accepted); and
3. If the Review Appraiser is unable to recommend an appraisal as an adequate basis for the establishment of the offer of just compensation, and it is determined by the acquiring Agency that it is not practical to obtain an additional appraisal, the Review Appraiser may, as part of the review, present and analyze market information in conformance with §24.103 to support recommended value. (*See* appendix A, §24.104(b).)

The Review Appraiser shall prepare a written report that identifies the appraisal reports reviewed and documents the findings and conclusions arrived upon during the review of the appraisal(s). Any damages or benefits to any remaining property shall be identified in the Review Appraiser's report. The Review Appraiser shall also prepare a signed certification that states the parameters of the review. This certification shall state the recommended value.

The Review Appraiser shall not begin work before the LPA issues the notice to proceed. The Review Appraiser shall begin appraisal review work and shall continue until all appraisals, appraisal revisions, and appraisals for court, if requested as part of this scope of work, have been received, reviewed, accepted and/or recommended. The Review Appraiser shall complete the review of each appraisal report within a reasonable time to be determined by the LPA. If deficiencies are found, the appraisal report will be returned to the CONSULTANT for corrections or clarifications, and the Review Appraiser shall have additional time to complete the appraisal review as determined by the LPA.

The Review Appraiser shall provide to the LPA a Review Appraisal Weekly Status Report in a format prescribed by the LPA, but may use the Review Appraisal Weekly Status report as a guide.

The Review Appraiser shall provide one (1) recommended appraisal report, one (1) appraisal review report, and one (1) Establishment of Just Compensation (EJC) Form to the LPA. The LPA's designated official shall complete the Establishment of Just Compensation Form (EJC) by signing and dating the form. Once the EJC has been completed by the LPA, the LPA shall submit one (1) copy of the recommended appraisal report, one (1) copy of the review appraisal report, and one (1) copy of the completed EJC to the CONSULTANT for each parcel on the project. This document shall be provided at the discretion of the LPA in either hard copy or electronic format.

In addition to the requirements set forth in the preceding paragraphs, the Review Appraiser shall be available to assist and advise the LPA, the CONSULTANT, when difficulties arise. Difficulties may involve, but are not limited to, recommending changes in the proposed acquisition, explaining differences in values from different appraisals, or correcting omissions or changes. In addition, the Review Appraiser shall make a supported, written recommendation to the LPA when a second appraisal is needed or when the services of a specialist are needed. The Review Appraiser shall be available to meet with the LPA, the CONSULTANT, to discuss the Review Appraiser's recommended appraisal report of his estimate of market value, if applicable.

The negotiated appraisal review fee per agreed to and made a part of the Real Estate Service Contract shall include any and all expenses necessary for, and related to, 1) review and acceptance of the Project Sales Brochure, 2) developing and reporting the original and revised Appraisal Review Reports, which results in a recommended amount believed to be just compensation, 3) preparation of the EJC, and, upon request by the LPA, 4) time required to attend conferences for the purpose of discussing certain aspects of the appraisal report.

Review Appraiser services related to the preparation of eminent domain proceedings are not covered by contract. The services are considered as “additional Services” and the fees shall be negotiated and agreed upon by supplemental agreement for additional service to this contract. If the Review Appraiser(s)’ services are requested for pre-trial preparation of trial testimony, the services will be charged on an hourly basis as specified in a supplemental agreement to this contract.

The LPA shall approve payment of appraisal reports for each parcel appraised on the project upon review and acceptance or recommended approval of the appraisal report from the Review Appraiser. The LPA shall approve payment of the appraisal review reports on each parcel appraised on the project upon acceptance by the LPA of the recommended appraisal report or Review Appraiser(s)’ determination of value, appraisal review report and submission of the amount believed to be just compensation on the Establishment of Just Compensation from the Review Appraiser.

When all of the appraisals on the project have been reviewed, recommended, or accepted, and all parcels have been either acquired by deed or recommended for condemnation, the Review Appraiser shall provide a final copy of the Project Sales Brochure to the LPA. The following items shall be furnished as indicated.

The LPA shall furnish to the Review Appraiser the following:

1. One (1) original Appraisal Report;
2. One (1) Project Sales Brochure;
3. One (1) Project Sales Location Map;
4. One (1) Record Search List of the Sections, Townships and Ranges searched for comparable sales;
5. One (1) set of full-scale Right of Way Plans, including revised plans; and
6. One (1) set of Project Acquisition Maps, including revised maps.

The Review Appraiser shall furnish to the LPA the following:

1. One (1) recommended Appraisal Report;
2. One (1) Appraisal Review Report;
3. One (1) Establishment of Just Compensation (EJC) Form to be approved (completed, signed and dated) by the LPA designated official; and
4. Review Appraisal Status Report on a regular basis.

The LPA will furnish to the CONSULTANT the following:

1. One (1) copy recommended Appraisal Report;
2. One (1) copy Appraisal Review Report;
3. One (1) copy of the LPA approved Establishment of Just Compensation (EJC) Offer; and
4. Copy of the Review Appraisal Status Report on a regular basis.

ACQUISITION

General

The CONSULTANT shall perform the acquisition of real property scope of work in accordance with all applicable state and federal laws and regulations, including, but not limited to, the regulations found in the Uniform Act, 49 CFR 24.102.

Prior to the Initiation of Negotiations

After the Consultant has received written authorization for the MDOT LPA District Coordinator or LPA to begin the acquisition process, but prior to the initiation of the negotiations, the CONSULTANT shall review ROW acquisition maps, instruments of conveyance and appraisals to verify the consistency of the information, such as the description of the area to be acquired and to identify all interests of each parcel.

Additionally, the CONSULTANT shall review title work to identify the owner(s) of record and any mortgages, tax liens, and other liens or judgments. If title update is needed, request shall be forwarded to the LPA Project Director.

Waiver Valuation

Prior to the initiation of negotiations, the real property to be acquired shall be appraised, except as provided in 49 CFR 24.102(c) (2). An appraisal may not be required if:

1. The owner is donating the property and releases the Agency from its obligation to appraise the property; or
2. The Agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at \$10,000 or less, based on a review of available data.
3. When the Agency determines the appraisal is unnecessary, the Agency shall prepare a waiver valuation; and
4. The person performing the waiver valuation must have sufficient understanding of the local real estate market to be qualified to make the waiver valuation.

The CONSULTANT in consultation with the Review Appraiser for the project shall make a recommendation to the LPA Project Director that a parcel meets the above criteria for being valued by a Waiver Valuation. The LPA Project Director shall provide the CONSULTANT with written approval to proceed with the acquisition of the parcel using a Waiver Valuation Form. A Waiver Valuation shall be completed by the CONSULTANT for all applicable parcels and submitted to the LPA Project Director. The LPA shall establish the amount believed to be just compensation based on the total compensation of the Waiver Valuation. The LPA Project Director shall return the Waiver Valuation and the Establishment of Just Compensation to the CONSULTANT upon completion. The CONSULTANT shall use the Waiver Valuation and Establishment of Just Compensation to prepare the Fair Market Value Offer (FMVO) for each Parcel. The LPA Project Director shall approve the FMVO prior to the offer being made to all interest holders of the property to be acquired by the CONSULTANT.

Establishment and Offer of Just Compensation

The LPA shall establish an amount which it believes is just compensation for the real property. The amount shall not be less than the recommended appraisal of the fair market value of the property, taking into consideration the value of allowable damages or benefits to any remaining property. The amount which the

LPA believes is just compensation for the real property shall be established either by the appraisal and appraisal review process or the waiver valuation process. The LPA official must establish the amount believed to be just compensation, per 49 CFR 24.102(d). Promptly thereafter, the LPA shall provide CONSULTANT with the establishments of just compensation of the FMVO to enable the CONSULTANT to make the Fair Market Value written offer to the owner to acquire the property for the full amount believed to be just compensation.

Begin Acquisition

As soon as feasible, after the Consultant has received written authorization to begin the Right of Way Acquisition phase of the LPA project and the LPA has notified the CONSULTANT of receiving such written authorization, the CONSULTANT shall begin the acquisition process. The CONSULTANT shall make every reasonable effort to acquire the real property expeditiously by negotiation.

Administrative Settlement

The purchase price for the property may exceed the amount offered as just compensation when reasonable efforts to negotiate an agreement at that amount have failed and the authorized LPA official approves such administrative settlement as being reasonable, prudent, and in the public interest. The CONSULTANT shall furnish to the LPA official a written justification and request for Administrative Settlement, which states all applicable information, including trial risks, and all documentation in support of such a settlement, as set forth in 49 CFR 24.102(i) and §43-37-2 of the MS Code of 1972, Annotated as Amended. The LPA shall promptly advise the CONSULTANT of approval of an administrative settlement.

Acquisition by Deed

When a parcel is acquired by deed, the CONSULTANT shall furnish to the LPA the following:

1. The original documentation that an agreement was reached with the property owner(s) and agreed upon method of payment, with the signature of the CONSULTANT'S acquisition agent or CONSULTANT project manager recommending payment;
2. A copy of the executed instruments of conveyance, along with copies of executed partial releases of deeds of trust including executed Third Party Release Authorization Form from the property owners;
3. An executed IRS Form W-9 from the property owner(s);
4. A copy of a Fair Market Value Offer (FMVO) which was given to every identifiable interest holder, including documentation and justification of any administrative settlements that are issued by the LPA. This Fair Market Value Offer shall be in a form prescribed by the LPA and the CONSULTANT may utilize the MDOT ROW Operations Manual for reference.
5. A contact record in a format prescribed by the LPA. Formatting of the contact record and information contained therein will include, but not be limited to, the date of the meeting and the name(s) of person(s) in attendance, along with all contact information; indication that a Citizen's Guide to Acquisition was given to the property owner(s) along with the written FMVO, W-9, tax letter (when appropriate), map with acquisition area highlighted and instrument(s) of conveyance. The contact record shall also indicate the CONSULTANT has inquired if any judgments, lis pendens, tax liens, other liens, or mortgages exist for the subject property (when appropriate). If such liens do exist on the parcel, the CONSULTANT must certify that the property owner(s) have been made aware of these liens, and notified that such liens will be added to the check to be issued to them. If such liens can be satisfied before parcel is submitted for payment, the contact record shall indicate the date paid and proof of payment shall be attached. Every contact with the property owner(s) whether in person, over the phone,

- by letter or email must be documented in detail. Documentation should provide a sequence of events up to the point of agreement. And;
6. An original closing statement signed by the CONSULTANT and all parties. This closing Statement shall be in a form prescribed by the LPA, but the CONSULTANT may utilize the MDOT ROW Operations Manual for reference.

Acquisition by Donation

The CONSULTANT may acquire the parcel by donation as set forth in 49 CFR 24.108. In so doing, the CONSULTANT must fully inform the owner of the right to receive just compensation for such property, and that the owner(s) may donate such property, or any part thereof, or any interest therein, to the LPA, as the owner(s) shall determine. The CONSULTANT shall assure that the appraisal and review appraisal processes have occurred, unless the LPA determined prior to negotiations that the Waiver Valuation process is applicable and was utilized on the property or the owner(s) have waived the right to an appraisal. The CONSULTANT must obtain from all ownership interests waiver of the right to an appraisal in writing, together with written waiver of the right to receive just compensation.

The instrument of conveyance for the donated parcel shall include the following clause and the clause must be initialed by the landowner(s) and the CONSULTANT acquiring:

“I/We fully understand that we have the right to receive just compensation for the real property herein described based on an appraisal of said property. I/We hereby waive our right to just compensation and donate the real property herein described to _____.”

In the event that the property owner additionally waives the right to the appraisal process, an additional statement shall be added to the instrument of conveyance as follows:

“I/We further understand that we have the right to request that a fair market value appraisal of the property be made and I/We hereby waive that right.”

Acquisition by Condemnation

When a parcel is to be acquired by condemnation, CONSULTANT shall furnish the following:

1. Written recommendation for condemnation signed by the CONSULTANT, with any counter offer information given by landowner(s). The condemnation form shall provide physical addresses, not post office boxes, of all parties involved in the condemnation;
2. Statement in contact record that a copy of the Fair Market Value Offer was delivered to every identifiable interest holding including a copy of the Fair Market Value Offer given; and
3. A contact record in a format prescribed by the LPA. Formatting of the contact record and information contained therein will include, but not be limited to, the date of the meeting and the name(s) of person(s) in attendance, along with all contact information; indication that a Citizen’s Guide to Acquisition was given to the property owner(s) along with the written FMVO, W-9, tax letter (when appropriate), map with acquisition area highlighted and instrument(s) of conveyance. The contact record shall also indicate the CONSULTANT has inquired if any judgments, lis pendens, tax liens, other liens, or mortgages exist for the subject property (when appropriate). Every contact with the property owner(s) whether in person, over the phone, by letter or email must be documented in detail. Documentation should provide a sequence of events up to the point of agreement.

Once a parcel has been recommended for condemnation by the Consultant and the LPA Project Director has approved the parcel for condemnation, the LPA must pass an Order of Condemnation on each parcel being placed into condemnation.

Payment and Closings

Before requiring the owner to surrender possession of the real property, the LPA shall pay the agreed purchase price to the owner, or in the case of a condemnation, deposit with the court, for the benefit of the owner, an amount not less than the LPA's approved (or recommended) appraisal of the fair market value of such property, or the court award of compensation in the condemnation proceeding for the property, as set forth in 49 CFR 24.102(j). It may be necessary for the CONSULTANT to be present at real property closings.

The CONSULTANT, when submitting a pay package to the LPA for processing and payment to the landowner(s) shall ensure that all necessary documentation is submitted to the LPA for their files. The CONSULTANT may utilize the MDOT ROW Operations Manual as reference and utilize The Consultant Checklist, or other similar document.

Acquisition Status Reports and Record Keeping

The CONSULTANT shall furnish the LPA Project Director, on an agreed upon basis, a status report in a format prescribed by the LPA, using the MDOT ROM as a reference. This status report shall be inclusive of, but not limited to, number of parcels in the Project, Project number(s), number of files in negotiation, number of files acquired and condemned, parcel numbers, date of negotiations, date of fair market value offers, date acquired, condemnation dates, acreage involved, values on land, improvements, and damages and amount(s) of any administrative settlement(s), if applicable.

All information and files must be maintained by the LPA for a period of three (3) years, and must be made available immediately to MDOT at any time upon MDOT's request. These records must be maintained as prescribed by 49 CFR Part 24 §24.9.

Payment of Services

The LPA will be liable to CONSULTANT for acquisition fees upon receipt of all signed acquisition documents or acquisition documents recommended for eminent domain.

TITLE/CLOSING SERVICES

Title Abstracting

Consultant attorneys who contract with the LPA to provide title services for a right of way project shall furnish the LPA with a title abstract for each tax parcel affected by the project. Title abstracts shall cover a period of not less than 32 years, or longer, if necessary to locate a warranty deed or court decree conveying title. Each title abstract shall contain the following:

- (a) A certificate of title signed by the attorney, identifying the tax parcel(s) covered; the fee owner of the parcel(s) and owners of any other interests (e.g., easements, leasehold interests, etc.); any deeds of trust, liens, judgments or any other encumbrances affecting the property; the status of ad valorem property taxes assessed against the parcel(s); and any other issues affecting title to the parcel(s).
- (b) A tax abstract for each tax parcel covered by the title certificate for a period of at least three years, stating that taxes are paid to date, noting the amounts of taxes paid each year, or providing

- the details of any tax sales within the period covered and the amount of any delinquent taxes, plus interest and penalties, still due and payable.
- (c) A deraignment of title listing all documents in the chain of title of subject parcel(s), identifying grantors and grantees, books and pages where recorded in county land records, dates of execution and recording and types of instruments.
 - (d) A portion of a county tax map depicting subject parcel(s). Attorneys shall also provide the LPA with copies of all tax maps containing part of subject project.
 - (e) Copies of all instruments listed in the deraignment of title.

Title Updates

Consultant attorneys may be asked to provide the LPA with title updates for any title abstracts over one year old and for any abstract under which a change of ownership or other change has occurred. Each update shall contain a supplemental certificate of title signed by the attorney, detailing any changes in ownership, any new deeds of trust or other encumbrances, the current status of ad valorem property taxes and copies of documents reflecting any changes noted.

Property Closings

Consultant attorneys who contract with the LPA to facilitate property closings on parcels acquired for the project shall:

- (a) Review title abstracts to confirm that appropriate documents have been prepared and executed for all interests in subject parcel(s).
- (b) Obtain releases of any deeds of trust and other liens and encumbrances affecting the parcel(s).
- (c) Bring ad valorem property taxes up to date, if not already current.
- (d) Disburse funds for the parcel acquisition as appropriate to the property owner, any lien holders, etc.
- (e) After the transfer document and any other instruments obtained are recorded, provide the LPA with a final certificate of title, together with other closing documents.

TITLE UPDATE/CLOSING SERVICES SCOPE OF WORK

The CONSULTANT will have primary responsibility for conducting update title searches and preparing property abstracts, certificates, titles, and other normal, customary and mandated legal instruments, etc. required for obtaining legal title to land required for right of ways, construction easements and land acquisitions necessary to construct the Project (excluding any work necessary to clear title other than notifying the LPA of problems relating thereto.) The consultant shall provide an attorney's certificate of title for each right of way parcel certifying that good and merchantable title was obtained from the parcel's owner.

The CONSULTANT shall have primary responsibility for performing his work in accordance with the most current rules and regulations of the LPA, Federal Highway Administration, the State of Mississippi and the operating procedures of the Mississippi Department of Transportation, Right of Way Division, regarding right of ways, easements and acquisitions including but not necessarily limited to the Federal Uniform Relocation and Real Property Policies Act of 1970 (Uniform Act.)

PROPERTY MANAGEMENT

General

The Consultant may be required to perform any or all of the following functions as outlined in the scope of work. LPA may utilize the MDOT ROW Operations Manual as a guide in performing these functions. The general scope of work for each function is outlined in the following sections.

The general scope of work for Property Management includes the following functions:

1. Property Management Inventory;
2. Asbestos Inspections;

Property Management Inventory

The Consultant shall, at a minimum, provide the following services:

1. Conduct a rodent inspection (Rodent Report) of the entire project and submit a memorandum to LPA;
2. Identify and inventory all improvements located within the proposed right-of-way by parcel number, station number and offset; and
3. Complete a salvage value appraisal for each improvement using form. Salvage values for improvements shall be established following LPA ROM Real Property Management. Salvage values must be reviewed and approved by LPA. The completed form shall be submitted to LPA.

Asbestos Inspection

The Consultant shall, at a minimum, provide the following services:

1. Conduct an asbestos inspection of all improvements located within the proposed right-of-way. The asbestos inspection shall be conducted by a Mississippi certified asbestos inspector. The asbestos reports shall be submitted to LPA within ten (10) days of completion; and
2. Prepare plans and specifications for asbestos abatement, if necessary. The plans and specifications shall be prepared by a Mississippi certified Asbestos Project Designer. The plans and specifications shall be submitted to LPA.

Asbestos Abatement and Demolition

The following services are not part of this contract but will be addressed in a separate contract for the asbestos abatement and demolition task:

1. Perform asbestos abatement in accordance with the plans and specifications, as required. Asbestos abatement shall be performed by a Mississippi certified asbestos abatement contractor;
2. Provide air-monitoring services during asbestos abatement activities. Air monitoring services shall be provided by a third party consultant; and
3. Demolish, remove, or sell all improvements located within the proposed right-of-way.

Within ten (10) working days of the improvements being vacated, the Consultant shall submit a written recommendation to LPA for the disposal of improvements on each parcel. No improvements are to be sold back to the original property owner unless they are to be used for replacement housing or business

operations through the relocation assistance program. This request must be made in writing and be approved by LPA.

In the event the improvement is to be sold, the Consultant shall be responsible for consulting with LPA's legal counsel to ensure all governing laws for sale of city or county-owned property are properly followed. Additionally, the Consultant shall be responsible for advertising improvements for sale and for the collection of monies for said sale(s). An automatically forfeitable performance bond in an amount equal to the estimate for demolition of the improvement(s) shall be required from the purchaser on all sales of improvements to insure that the property is vacated in a timely manner. The Consultant shall furnish to LPA the estimate of demolition on each improvement to be sold. A sales contract shall be executed allowing a maximum of forty-five (45) days for the purchaser to remove improvements. If improvements are not removed within thirty (30) days of the date of the contract, the Consultant shall provide written notice to the purchaser that title shall be transferred back to LPA pursuant to the terms of the contract. Monies collected shall be forwarded to LPA within five (5) days of collection, along with a memorandum of transmittal. The sale and advertisement of all improvements shall be performed in accordance with Real Property Management procedures, LPA ROW Operations Manual, and 40 CFR § 61.145. The LPA has the right to reject any and all bids. No sale is final until approved by LPA.

The Consultant shall furnish the purchaser of improvements with a partially completed Demolition/Renovation Notification Form, to be completed by the purchaser. In accordance with state and federal regulations, this form must be submitted by the purchaser to the Mississippi Department of Environmental Quality at least ten (10) working days prior to the removal of improvements. Lead and asbestos disclosure statements must be signed by the purchaser and placed in the parcel.

The Consultant shall be responsible for monitoring the removal of improvements from the right of way to insure they are removed in accordance with all federal and state regulations. No performance bond shall be returned until the improvement has been removed from the right of way in accordance with all federal and state regulations.

When all improvements have been removed, the Consultant shall notify LPA, in writing, that the right of way is clear.

Environmental

The Consultant shall review the Hazardous Material portion of the environmental document. Any known or potentially contaminated sites shall be assessed in accordance with federal, state and local regulations, and following LPA ROW Operations Manual Environmental procedures. Specifics regarding known contaminated sites shall be outlined in the specific scope of work. The Consultant shall insert scope of work for the assessment of any known contaminated sites identified in the environmental document for the project. The scope of work shall be approved by the MDOT ROW Coordinator, with concurrence with the MDOT ROW Environmental Coordinator.

If underground storage tanks (USTs), suspected or buried containers, hazardous and/or toxic substances are identified during the performance of this contract, other than that contracted for removal, work in this area shall be immediately discontinued and appropriate measures shall be taken in accordance with federal, state and local requirements.

The Consultant shall report to LPA any potentially contaminated site(s) such as hazardous/toxic materials, buried containers or USTs located within the right of way limits of this project, not previously identified in the environmental document. LPA shall provide guidance for further work as required in this area with concurrence of the MDOT ROW Coordinator and the MDOT ROW Environmental Coordinator. Once all

necessary work has been performed in this area, the Consultant shall provide to LPA a No Further Action (NFA) letter from the Mississippi Department of Environmental Quality (MDEQ).

Payment of Services

Payment for the above work shall be made in accordance with this contract.

UTILITY RELOCATION COORDINATION

The CONSULTANT will locate telephone, electricity, gas, water, cable, sewer and other utilities which will affect the PROJECT from information provided by the LPA and private utility companies and from CONSULTANT'S surveys.

The CONSULTANT will coordinate with the LPA and representatives of utility companies to mitigate the relocation or adjustment of utility conflicts.

The CONSULTANT will schedule progress meetings as required to effectively coordinate with the LPA. The CONSULTANT will be responsible for preparing the minutes of these progress meetings.

IV. PHASE B- FINAL PLANS

The main objective of this phase will consist of preparing final plans so the project can move to Phase C. The phase shall consist of the following as needed:

PRE-DESIGN MEETING

The purpose of the Design Conference is to discuss any updated procedures or policies the LPA or MDOT may have enacted that would impact the final design phase of the project. These items would not be considered extra work but would help to minimize the number of corrections that are generated at the Office Review stage. The design conference may also require a visit to the project site.

OFFICE REVIEW PLANS

After the office review plans (100% plan development, pending final review) are complete, the CONSULTANT shall submit one (1) set of reproducible plans and quantity calculations in 8.5"x11" format for review by MDOT. A pdf file of the quantity calculations shall also be submitted. A final office review will be required and the CONSULTANT shall be required to attend. Allow approximately three (3) weeks from the submittal date of the reproducibles for scheduling and completing the office review. In the office review, MDOT shall review and mark the plans with all required revisions.

After the office review is conducted, the CONSULTANT shall provide MDOT with a written updated construction cost estimate. This estimate shall be based on the plan quantities and historical cost data for the pay items.

FINAL CONTRACT PLANS

The final contract plans shall include all items required in the final right-of-way plans and all other information such as, but not limited to:

- A. ROADWAY PLANS: Title sheet; detailed index; general notes; typical sections; summary of quantities; estimated quantities; plan-profile sheets; special design sheets; traffic control plan; complete form grades for interchange ramps, loops, and channelized intersections (in accordance with current Design Manual, at 25 foot intervals); permanent directional signing sheets that include layouts, details (signs and overhead assemblies), and estimated quantities; detailed pavement marking sheets; Right-of-Way Coordinate Sheet(s), final cross-sections; and all notes and data used to develop the plans.

The CONSULTANT shall prepare all special provisions pertinent to the intent of the plans unless MDOT has on hand suitable special provisions that will be used.

- B. BRIDGE PLANS: Layout sheet(s) including plan and elevation, centerline soil profile, substructure details, superstructure details, miscellaneous details, pile details, notes, quantities and all other necessary details. Layout sheet(s) shall show: (1) complete geometric controls (as approved by the COMMISSION), (2) grades (as approved by the COMMISSION), (3) clearances, (4) topographic features (original and final), (5) design data, (6) quantities, (7) special notes, (8) pile notes and bearing requirements, and (9) all other pertinent details. A centerline soil profile will generally be compiled from field boring data and listed on separate sheets for the convenience of those involved in construction.

Detail sheets for substructure and superstructure shall show all details necessary for their construction and shall include, but not be limited to: (1) all dimensions convenient to construction, (2) sufficient cross section details, (3) beam sizes, types and spacing, (4) elevations, (5) crown details, (6) reinforcing details, (7) pile bearing requirements, types and sizes, (8) prestressing data where required, (9) notes, and (10) proper cross referencing.

Piling details, miscellaneous details and suitable special provisions as are available, shall be furnished by the COMMISSION. All other details and special provisions that may be required shall be prepared by the CONSULTANT.

The CONSULTANT shall make all necessary design computations and prepare the final contract plans for bridge construction, quantity estimates and required special provisions in accordance with the approved preliminary drawings and design data. The final contract plans shall be completed, checked and initialed by the CONSULTANT prior to submittal to the COMMISSION. Two (2) complete sets of inventory and operating rating computations shall be transmitted to the Project Director at the time final contract plans are submitted.

- C. Bridge Constructability Design and Erection Plans: The CONSULTANT shall perform constructability design and analysis of complex bridge structures which includes but is not limited to: consideration of deflection, strength of steel and concrete and stability during girder erection, concrete deck pouring sequence or other critical stages of construction and permissible locations of temporary falsework and girder splice connections.

The CONSULTANT shall design and detail bridges in a manner such that fabrication and erection can be performed without undue difficulty or distress and that locked-in construction force effects are within tolerable limits.

The CONSULTANT shall include one complete set of erection plans for each complex bridge structure based on the constructability design and analysis as part of the final contract plans. Temporary falsework locations and reactions, as well as, a sequence of construction and deck placement schedule shall be included in the erection plans.

The CONSULTANT shall verify that the locations of temporary falsework and girder splices do not interfere with other structures or impact other phases of construction. The CONSULTANT shall consider climatic and hydraulic conditions which may affect construction. General access of required construction equipment during construction phases shall also be considered.

Where constraints are imposed on the method of construction by environmental considerations or for other reasons, attention shall be drawn to those constraints in the erection plans and contract documents.

- D. Unless otherwise specified in the CONTRACT, after all revisions have been made, the CONSULTANT shall submit the final contract plans including all survey notes, design, special provisions, estimates of cost and revised quantity computations (2 sets), Two (2) complete sets of structural design computations, Two (2) complete sets of bridge inventory and operating rating computations, structure quantity estimates and all notes or other data used in development of the plans including Raw Data and ASCII coordinate files. The design computations shall be legible, neat and orderly, and properly identified and referenced. All analysis computations and pertinent sketches are understood to be part of the design computations. Such plans shall be accompanied by a written certification from the CONSULTANT that a detailed check of the quantity computations has been made prior to submission. Contract plans shall be submitted as original drawings. All related electronic files shall be submitted with original drawings on CD/DVD with a project description (including Project Number, Route, and County) and the words "Final Plans," and the date written on the exterior of the disk. In lieu of CD/DVD, the CONSULTANT may transmit the files by FTP or e-mail. The electronic CADD files may be in a compressed (zipped) format.

The CONSULTANT shall prepare all special provisions pertinent to the intent of the plans unless the COMMISSION has on hand suitable special provisions that will be used.

TRAFFIC ENGINEERING

The LPA will advance Traffic Engineering for useable segments selected for implementation. It is anticipated that no more than two (2) useable segments will be advanced for implementation.

Unless stated otherwise, the following specific requirements are typical for this phase:

A. TRAFFIC SIGNAL DESIGN:

Design of traffic signal plans will include layout of traffic signal poles and controllers, type of poles to be used, geometric roadway changes if necessary, surveys, equipment and component design and recapitulation of quantities, and design of interconnected traffic signal systems and design/ method of interconnection.

B. PERMANENT SIGNING PLANS AND DETAILS:

Permanent signing plans and details for new construction projects shall be developed in accordance with the requirements of the MUTCD, MDOT signing policies and practices and at the direction of the Roadway Design Division Engineer, while in consultation with the Traffic Engineering Division.

FINAL WATER & WASTEWATER DESIGN

The Consultant will perform preliminary engineering services required to extend water & wastewater service along the new transportation corridor. The Consultant shall:

- A. Modify preliminary design documents as necessary to reflect CLIENT's comments.
- B. Perform detailed design.
- C. Conduct final design plan-in-hand inspection of the project site with CLIENT and representatives of governmental agencies which may have jurisdiction over the Project.
- D. Prepare final design documents consisting of construction drawings and specifications.

PS&E ASSEMBLY

The LPA will advance PS&E Assembly for useable segments selected for implementation. It is anticipated that no more than one (1) useable segment will be advanced for implementation.

Submittal and authorization of the PS&E Assembly is the final stage of project development. The LPA must obtain authorization of the PS&E Assembly prior to advertising the project.

The LPA is responsible for ensuring that the PS&E Assembly meets required design criteria and standards. The CONSULTANT shall submit to MDOT all necessary documents as set forth in the latest edition of the Project Development Manual for Local Public Agencies.

V. PHASE C- ADVERTISING, BIDDING, CONTRACTING

The main objective of this phase will be completing the bid process prior to Construction Engineering & Inspection phase. The phase shall consist of the following as needed:

ADVERTISING

The CONSULTANT shall prepare the legal advertisement on behalf of the CLIENT. The legal advertisement shall meet all local, state, and federal regulations and shall be approved by the CLIENT or the CLIENT's attorney prior to publication.

PRE-BID COORDINATION

The CONSULTANT shall maintain current records of all plan holders, provide responses to contractor requests for information, issue any necessary addenda, and attend the bid opening.

BIDDING AND EVALUATION OF BIDS

The CONSULTANT will attend the bid opening and review bidding procedures for adherence to specification. Further, the CONSULTANT will review all bids submitted and accepted and prepare a recommendation of award for the CLIENT.

Exhibit B
WAGGONER ENGINEERING, INC.
2021 BILLING RATES

EMPLOYEE CATEGORY	RATES	
Sr. Principal	\$260.00	Per Hour
Principal	\$235.00	Per Hour
Area Manager	\$222.00	Per Hour
Sr. Discipline Manager	\$221.00	Per Hour
Discipline Manager	\$180.00	Per Hour
Sr. Project Manager	\$211.00	Per Hour
Project Manager	\$180.00	Per Hour
Sr. Project Engineer	\$185.00	Per Hour
Project Engineer	\$164.00	Per Hour
Engineer Intern	\$133.00	Per Hour
Graduate Engineer	\$128.00	Per Hour
Architect	\$164.00	Per Hour
Strategic Services Manager	\$230.00	Per Hour
Grant Manager	\$180.00	Per Hour
Senior Program Advisor	\$200.00	Per Hour
Designer	\$144.00	Per Hour
GIS Manager	\$165.00	Per Hour
GIS specialist	\$139.00	Per Hour
Administrative I	\$72.00	Per Hour
Administrative II	\$87.00	Per Hour
Technician Intern	\$103.00	Per Hour
Technician	\$113.00	Per Hour
Senior Technician	\$134.00	Per Hour
Construction Rep I	\$124.00	Per Hour
Construction Rep II	\$144.00	Per Hour
Survey Supervisor/ PLS	\$155.00	Per Hour
Survey Crew*		
One Man Robotic Total Station/GPS Crew	\$144.00	Per Hour
Two Man	\$165.00	Per Hour
Three Man	\$206.00	Per Hour
Four Man	\$247.00	Per Hour
CADD/GIS Equipment	\$22.00	Per Hour
Four-Wheeler	\$32.00	Per Day
UAV	\$250	Per Hour
Labor		
Flight Time-Pilot	\$150.00	Per Hour
Flight Time-Technician	\$130.00	Per Hour
Processing & Feature Extraction	\$130.00	Per Hour
Data Processing Tokens	\$500.00	Job
Expenses (est.)	\$500.00	Job
Mileage- IRS Actual Rate		

**WAGGONER ENGINEERING, INC.
2021 BILLING RATES**

REIMBURSABLE EXPENSES			Actual Expense + 10%		
PHOTOCOPIES					
Copiers					
	Black & White	Letter & Legal	\$	0.15	Per Copy
		11X17	\$	0.25	Per Copy
		12X18	\$	0.30	Per Copy
	Color		\$	1.10	Per Copy
Plotters**					
	Black & White	11x17	\$	4.00	Per Copy
		12x18	\$	4.50	Per Copy
		18x24	\$	9.00	Per Copy
		24x36	\$	18.00	Per Copy
	Color	11x17	\$	15.60	Per Copy
		12x18	\$	18.00	Per Copy
		18x24	\$	36.00	Per Copy
		24x36	\$	72.00	Per Copy

**Survey crew rates include Total Stations with Data Collectors, Survey Vehicle, and Standard Survey Equipment.*

***Oversized or odd sized plots are billed at \$0.25/sq. ft for black & white, and \$1.00. sq. ft for color.*

Per Diem:

When travel time exceeds one and one-half (1.5) hours per day each way, it shall be classified as an out of town project and per diem will be charged at the rate of \$90.00 per day per person, excluding areas that have been recently impacted by a natural disaster. Per Diem rates for said disaster areas shall be charged at the rate of \$150 per day per person.

Travel Time:

Time required to travel to and from a project site will be billed at the normal hourly rates.

The stated rates are effective from January 1, 2021 through December 31, 2021.

WEI reserves the right to adjust the hourly rates after December 31, 2021.

Exhibit C

Waggoner Engineering, Inc.
Compensation Schedule

	Proposed Budget
PHASE A- RIGHT OF WAY PLANS (Lump Sum)	\$ 707,130
SPECIAL SERVICES	
Environmental Study (Lump Sum)	227,900
Field Survey (Lump Sum)	230,235
Geotechnical Investigation (Lump Sum)	87,100
Final Right-Of-Way Maps and Deeds (Hourly)	136,595
RIGHT OF WAY ACQUISITION	
Project Management Services (Lump Sum)	126,000
Right of Way Acquisition ¹ (Per Acquisition File)	451,600
Property Management	
Appraisal	
Appraisal Review	
Acquisition	
Title Update/Closing Services	
Property Management & Relocation	
Utility Relocation Coordination (Lump Sum)	75,000
PHASE B- FINAL PLANS (Lump Sum)	435,900
PHASE C- ADVERTISING, BIDDING, CONTRACTING (Lump Sum)	35,100
TOTAL	\$ 2,512,560

¹Basic Services per Acquisition File

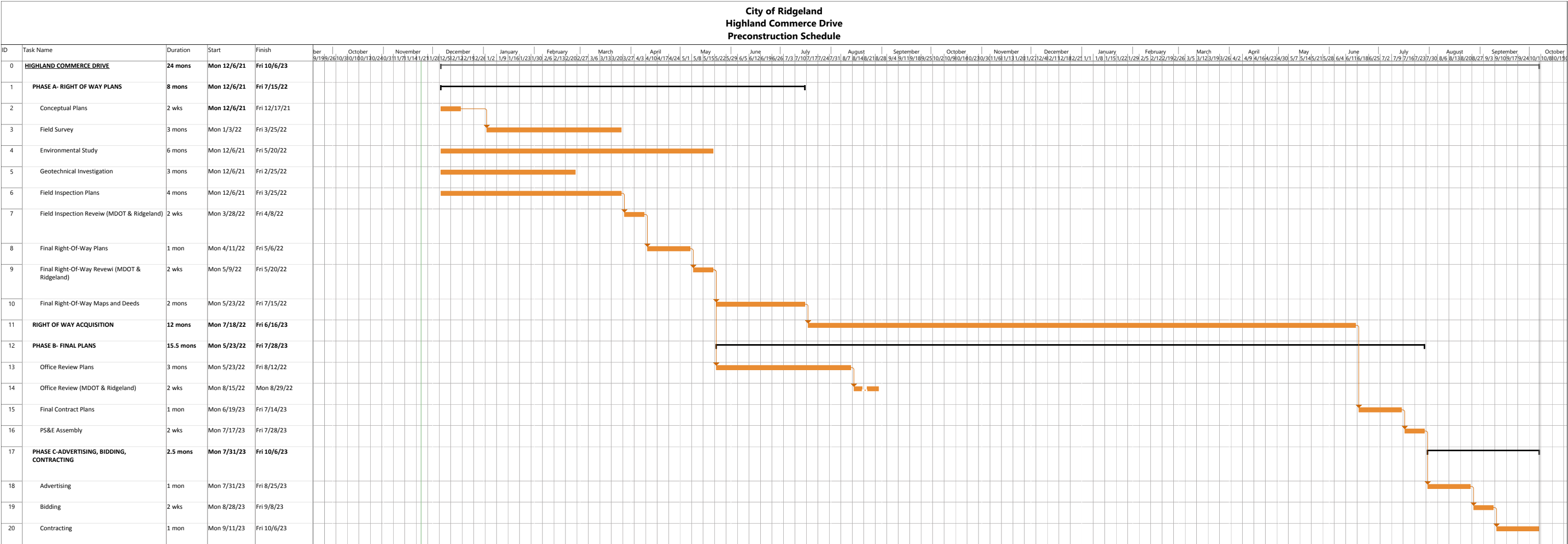
Following are the Basic Services anticipated to be required for the estimated number of acquisition files as shown in the table below. Compensation for these services will be on the unit price shown below per file, payable upon submittal of invoicing by Consultant detailing files for which tasks have been completed. If an appraisal and/or review appraisal is required to be revised after it has been completed, the fee for the revised appraisal and/or review appraisal shall be based on the percentage of effort relative to the initial negotiated appraisal fee. Appraisals or Review Appraisals that need to be revised due to changes or revisions in the ROW or type of acquisition, property ownership, etc., and Appraisals required for condemnation are not included in the overall cost.

Task	Unit Price per File	Estimated No. of Files	Estimated Cost per Task
Appraisal - Unimproved	3,300.00	19	62,700.00
Appraisal - Improved	4,400.00	16	70,400.00
Waiver Valuations	550.00	2	1,100.00
Appraisal Review - Unimproved	1,100.00	19	20,900.00
Appraisal Review – Improved	1,210.00	16	19,360.00
Acquisition – Unimproved	2,750.00	21	57,750.00
Acquisition – Improved	3,300.00	16	52,800.00
Relocation Assistance	5,500.00	4	22,000.00
Property Management	2,860.00	4	11,440.00
Personal Property	2,750.00	2	5,500.00
Title Abstracting	935.00	37	34,595.00
Title Updates	605.00	37	22,385.00
Perform Closings	1,625.00	37	60,125.00
Prepare Instruments (Deeds)	175.00	37	6,475.00
Recording Fees	110.00	37	4,070.00
Estimated Cost of Basic Services			\$451,600.00

Exhibit D
Waggoner Engineering, Inc.
Project Schedule

Task	Duration
Initiate Services	---
Phase A- Right of Way Plans	8 Months
Right Of Way Acquisition	12 Months
Phase B- Final Plans	5 Months
Phase C- Advertising, Bidding, Contracting	2.5 Months
Total (The overall project schedule is subject to third party reviews and ROW acquisition.)	24 Months

*See attached schedule





November 18, 2021

TO: Mayor & Board of Aldermen

FROM: John Sidney North
Director of Recreation & Parks

RE: Request Authority to Reject Bid for Safety Net Project

We would like to request authority to reject the one bid on the Safety Net for Freedom Ridge Baseball. The bid was an incomplete bid and did not meet all the requirements.

mailing address: p.o. box 217 • ridgeland, ms 39158
street address: 100 west school street • ridgeland, ms 39157
ph: 601.856.7113 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • Paula W. Tierce, phr - city clerk / human resources director

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



police department

November 30, 2021

TO: Mayor and Board of Aldermen

FROM: John R. Neal, Chief of Police

SUBJECT: Budget Amendment

I am respectfully requesting the following:

Reduce Court Services Fee Fund Balance by \$20,000.00 and increase 001-010-637 (Maintenance of Public Buildings) by \$20,000.00

These funds are being transferred for the repairs to the outside of the Court Services building.

Transfer from 100-010-540 (Operating Supplies) \$2300.00 to 100-010-604 (Professional Fees Other)

These funds were inadvertently allocated to the incorrect account and are being transferred to the correct account for the postage machine lease.

Your consideration and approval of this request will be greatly appreciated.

CC: Craig Cotten



police department

November 30, 2021

TO: Mayor & Board of Aldermen

FROM: John R. Neal, Chief of Police 

SUBJECT: Surplus Property

I am requesting the following be declared surplus and returned to Harley Davidson due to the conclusion of our lease agreement.

2020 Harley Davidson FLHTP	1HD1FMP10LB610819	100-1-834
2020 Harley Davidson FLHTP	1HD1FMP14LB610760	100-1-835
2020 Harley Davidson FLHTP	1HD1FMP14LB613464	100-1-836
2020 Harley Davidson FLHTP	1HD1FMP15LB611562	100-1-837

Your consideration and approval will be greatly appreciated.

CC: Craig Cotten



DATE: DECEMBER 1, 2021

TO: MAYOR & BOARD OF ALDERMEN

FROM: PAULA TIERCE, CITY CLERK/HR DIRECTOR

RE: SEWER ADJUSTMENTS

The following sewer adjustment have been requested and I recommend approval:

02-1265-15	226 E Moon St	\$638.55
07-0555-02	533 Lenard	\$104.49
10-0348-03	801 s Wheatley	\$36.77

Should you have any questions please feel free to contact me directly.

mailing address: p.o. box 217 • ridgeland, ms 39158
street address: 100 W. School St. • ridgeland, ms 39157
ph: 601.856.7113 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • Paula W. Tierce, phr - city clerk / human resources director

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

LICENSES: THRU ZZZZZZZZZZ

SORTED BY: CODE

PAYMENT DATES: 11/01/2021 TO 11/30/2021

===== PAYMENT DISTRIBUTION =====								
LICENSE	PERIOD	CODE	ISSUED TO	FEE	PENALTY	TAX	INTEREST	TOTAL PAID
0010455	5/01/21- 4/30/22	27-17-009	TRUNNELL TRUCKING INC	.00	2.80CR	.00	.00	2.80CR
0010558	12/01/21-11/30/22	27-17-009	CREMA DESIGN STUDIO	30.00CR	.00	.00	.00	30.00CR
0010571	12/01/21-11/30/22	27-17-009	BANCORP SOUTH	30.00CR	.00	.00	.00	30.00CR
0010578	12/01/21-11/30/22	27-17-009	J. PEYTON RANDOLPH,II	20.00CR	.00	.00	.00	20.00CR
0010666	1/01/22-12/31/22	27-17-009	DUNBAR MONROE PLLC	36.00CR	.00	.00	.00	36.00CR
0010859	12/01/21-11/30/22	27-17-009	BADGEPASS INC.	150.00CR	.00	.00	.00	150.00CR
0010903	11/01/21-10/31/22	27-17-009	SUSHI VILLAGE INC.	30.00CR	3.00CR	.00	.00	33.00CR
0010935	12/01/21-11/30/22	27-17-009	SUMMERS, GREEN & LEROUX	30.00CR	.00	.00	.00	30.00CR
0010955	12/01/21-11/30/22	27-17-009	H.E. SPRING CPA	20.00CR	.00	.00	.00	20.00CR
0011086	6/01/21- 5/31/22	27-17-009	SIMMONS LANDSCAPE, LLC	20.00CR	3.00CR	.00	.00	23.00CR
0011132	6/01/21- 5/31/22	27-17-009	FILING AND STORAGE OF MS	20.00CR	3.00CR	.00	.00	23.00CR
0011144	9/01/21- 8/31/22	27-17-009	STARBUCKS COFFEE # 21141	45.00CR	4.95CR	.00	.00	49.95CR
0011199	12/01/21-11/30/22	27-17-009	SERVICE KING COLLISION R	48.00CR	.00	.00	.00	48.00CR
0011223	12/01/21-11/30/22	27-17-009	REGUS MANAGEMENT GROUP L	20.00CR	.00	.00	.00	20.00CR
0011570	11/01/21-10/31/22	27-17-009	PROVIDENCE SPA & NALS SA	30.00CR	.00	.00	.00	30.00CR
0011643	12/15/21-12/14/22	27-17-009	REGIONAL CARE LLC	30.00CR	.00	.00	.00	30.00CR
0011749	11/02/21-11/01/22	27-17-009	GULF STATES TRAMPOLINES	20.00CR	.00	.00	.00	20.00CR
0011758	11/01/21-10/31/22	27-17-009	ACOSTA	30.00CR	.00	.00	.00	30.00CR
0011760	11/14/21-11/13/22	27-17-009	LYONS CLINICAL SERVICES	20.00CR	.00	.00	.00	20.00CR
0011769	12/01/21-11/30/22	27-17-009	K CONSULTING UNLIMITED L	20.00CR	.00	.00	.00	20.00CR
0011966	8/22/21- 8/21/22	27-17-009	THE NELSON TEAM	20.00CR	2.40CR	.00	.00	22.40CR
0011970	5/01/21- 4/30/22	27-17-009	CORNERSTONE HOME LENDING	.00	2.00CR	.00	.00	2.00CR
0012021	9/02/21- 9/01/22	27-17-009	MASSAGE & CRANIAL RELEAS	20.00CR	2.20CR	.00	.00	22.20CR
0012026	11/21/21-11/20/22	27-17-009	ENHANCED WELLS LIVING	30.00CR	.00	.00	.00	30.00CR
0012213	12/01/21-11/30/22	27-17-009	KERIOTH CONSTRUCTION INC	39.00CR	.00	.00	.00	39.00CR
0012248	10/17/21-10/16/22	27-17-009	BLADEZ LLC	30.00CR	3.00CR	.00	.00	33.00CR
0012253	12/01/21-11/30/22	27-17-009	AGENCY REAL ESTATE SERVI	20.00CR	.00	.00	.00	20.00CR
0012264	11/14/21-11/13/22	27-17-009	SUPERIOR BARBER & BEAUTY	20.00CR	.00	.00	.00	20.00CR
0012325	12/01/21-11/30/22	27-17-009	CUPS	20.00CR	.00	.00	.00	20.00CR
0012408	5/01/21- 4/30/22	27-17-009	LUTZ MEDIATION & ARBITRA	20.00CR	3.20CR	.00	.00	23.20CR
0012508	9/11/21- 9/10/22	27-17-009	UFANCII BEAUTY BAR	20.00CR	2.20CR	.00	.00	22.20CR
0012539	10/31/21-10/30/22	27-17-009	VALUCHI CUTZ	30.00CR	3.00CR	.00	.00	33.00CR
0012550	11/08/21-11/07/22	27-17-009	BRASFIELD & GORRIE LLC	30.00CR	.00	.00	.00	30.00CR
0012557	11/19/21-11/18/22	27-17-009	BLAKE AT TOWNSHIP, THE	150.00CR	.00	.00	.00	150.00CR
0012562	11/30/21-11/29/22	27-17-009	PLANET FITNESS	30.00CR	.00	.00	.00	30.00CR
0012591	1/02/21- 1/01/22	27-17-009	BGC ADVANTAGE LLC	.00	3.60CR	.00	.00	3.60CR
0012670	5/01/21- 4/30/22	27-17-009	MARSHALL ARTS MMA ACADEM	20.00CR	3.20CR	.00	.00	23.20CR
0012759	9/01/21- 8/31/22	27-17-009	SOUTHEASTERN ROOFING CO	20.00CR	2.40CR	.00	.00	22.40CR
0012797	10/10/21-10/09/22	27-17-009	RIDGELAND MEDICAL CLINIC	20.00CR	2.00CR	.00	.00	22.00CR
0012816	11/09/21-11/08/22	27-17-009	BERNINA SEWING ETC CONTI	20.00CR	.00	.00	.00	20.00CR
0012820	11/10/21-11/09/22	27-17-009	WOOD WORKS LLC	30.00CR	.00	.00	.00	30.00CR
0012827	12/01/21-11/30/22	27-17-009	WENDY'S #250	42.00CR	.00	.00	.00	42.00CR
0013142	11/02/21-11/01/22	27-17-009	HEACHACHE NEUROLOGY RSCH	30.00CR	.00	.00	.00	30.00CR
0013144	11/20/21-11/19/22	27-17-009	DAPPER DOUGHNUT	20.00CR	.00	.00	.00	20.00CR
0013147	11/03/21-11/02/22	27-17-009	TRANSFORMING MINDS THERA	20.00CR	.00	.00	.00	20.00CR
0013151	11/05/21-11/04/22	27-17-009	WILL FIELD SERVICE & IT	20.00CR	.00	.00	.00	20.00CR

===== PAYMENT DISTRIBUTION =====								
LICENSE	PERIOD	CODE	ISSUED TO	FEE	PENALTY	TAX	INTEREST	TOTAL PAID
0013152	11/09/21-11/08/22	27-17-009	K & N TRANSPORT LLC	20.00CR	28.80CR	.00	.00	48.80CR
0013153	12/01/21-11/30/22	27-17-009	EWG RIDGELAND	30.00CR	.00	.00	.00	30.00CR
0013154	12/01/21-11/30/22	27-17-009	PHLEBOTOMY TRAINING CARE	20.00CR	.00	.00	.00	20.00CR
0013156	12/01/21-11/30/22	27-17-009	160 DRIVING ACADEMY	20.00CR	.00	.00	.00	20.00CR
0013157	1/13/22- 1/12/23	27-17-009	AC HOTEL BY MARRIOTT RID	123.00CR	.00	.00	.00	123.00CR
0013159	11/15/21-11/14/22	27-17-009	QUEEN'S GARDEN BEAUTY SP	20.00CR	.00	.00	.00	20.00CR
0013161	12/01/21-11/30/22	27-17-009	TURNKEY RESTORATION	20.00CR	.00	.00	.00	20.00CR
0013162	12/01/21-11/30/22	27-17-009	NK NABULSI CPA INC	20.00CR	.00	.00	.00	20.00CR
10090	5/01/18- 4/30/19	27-17-009	AMERICAN PSYCH ASSOCIATE	20.00CR	6.60CR	.00	.00	26.60CR
10090	5/01/20- 4/30/21	27-17-009	AMERICAN PSYCH ASSOCIATE	20.00CR	4.20CR	.00	.00	24.20CR
10090	5/01/21- 4/30/22	27-17-009	AMERICAN PSYCH ASSOCIATE	20.00CR	3.20CR	.00	.00	23.20CR
10093	5/01/21- 4/30/22	27-17-009	INNOVATIVE SOLUTIONS AND	30.00CR	4.80CR	.00	.00	34.80CR
10164	9/01/21- 8/31/22	27-17-009	FRATESI'S RESTAURANT	20.00CR	4.60CR	.00	.00	24.60CR
10207	12/01/21-11/30/22	27-17-009	PERFECT POOCH	20.00CR	.00	.00	.00	20.00CR
10304	5/01/21- 4/30/22	27-17-009	INT CENTER OF SLEEP MEDI	20.00CR	3.20CR	.00	.00	23.20CR
14021	11/01/21-10/31/22	27-17-009	FRONT GATE REALTY	20.00CR	.00	.00	.00	20.00CR
5908	11/01/21-10/31/22	27-17-009	LOUISES BEAUTY SALON	20.00CR	.00	.00	.00	20.00CR
6264	11/01/21-10/31/22	27-17-009	CARR RIGGS & INGRAM LLC	150.00CR	.00	.00	.00	150.00CR
6503	1/01/22-12/31/22	27-17-009	PROPELLER SERVICE INC	20.00CR	.00	.00	.00	20.00CR
6661	2/01/21- 1/31/22	27-17-009	SUNCHASE OF RIDGELAND LI	.00	3.30CR	.00	.00	3.30CR
6785	5/01/21- 4/30/22	27-17-009	PROFESSIONAL EYECARE ASS	30.00CR	.00	.00	.00	30.00CR
7103	1/01/22-12/31/22	27-17-009	PRISTINE SYSTEMS INC	20.00CR	.00	.00	.00	20.00CR
7302	12/01/21-11/30/22	27-17-009	BENSON BUILDERS & PROPER	30.00CR	.00	.00	.00	30.00CR
7693	1/01/22-12/31/22	27-17-009	LEFOLDT & CO P A	20.00CR	.00	.00	.00	20.00CR
7714	12/01/21-11/30/22	27-17-009	MALACHI FINANCIAL GROUP	20.00CR	.00	.00	.00	20.00CR
7885	12/01/21-11/30/22	27-17-009	WATERFORD ON H'LAND COLO	69.00CR	.00	.00	.00	69.00CR
8163	9/01/21- 8/31/22	27-17-009	ACADEMY OF KUNG FU INC	20.00CR	2.20CR	.00	.00	22.20CR
8225	12/01/21-11/30/22	27-17-009	CPA REALTY LLC	20.00CR	.00	.00	.00	20.00CR
8405	12/01/20-11/30/21	27-17-009	EDWARD D JONES & CO LP	.00	2.00CR	.00	.00	2.00CR
8405	12/01/21-11/30/22	27-17-009	EDWARD D JONES & CO LP	20.00CR	.00	.00	.00	20.00CR
8579	12/01/21-11/30/22	27-17-009	WAFFLE HOUSE #1647	60.00CR	.00	.00	.00	60.00CR
8886	12/01/21-11/30/22	27-17-009	CENTRAL ACCESS CORPORATI	150.00CR	.00	.00	.00	150.00CR
9019	11/01/21-10/31/22	27-17-009	IMAGINE BEAUTY & BARBER	30.00CR	3.00CR	.00	.00	33.00CR
9464	5/01/21- 4/30/22	27-17-009	COLONIAL LIFE & ACCIDENT	20.00CR	3.20CR	.00	.00	23.20CR
9534	2/01/21- 1/31/22	27-17-009	RIDGELAND COUNSELING ASS	20.00CR	3.80CR	.00	.00	23.80CR
9727	11/01/21-10/31/22	27-17-009	COMMERCIAL PROPERTY 1 LL	42.00CR	4.20CR	.00	.00	46.20CR
9756	12/01/21-11/30/22	27-17-009	BUTLER SNOW LLC	150.00CR	.00	.00	.00	150.00CR
9999	12/01/21-11/30/22	27-17-009	LECHIC HAIR GALLERY	30.00CR	.00	.00	.00	30.00CR
0010497	12/01/21-11/30/22	27-17-365	NEW RUE 21 LLC STORE #75	50.00CR	.00	.00	.00	50.00CR
0010952	12/01/21-11/30/22	27-17-365	MAGNOLIA VAPES LLC	20.00CR	.00	.00	.00	20.00CR
0011422	10/01/21- 9/30/22	27-17-365	HOYA OPTICAL LABS OF AME	2.50CR	3.25CR	.00	.00	5.75CR
0012011	11/02/21-11/01/22	27-17-365	FEDCORP, INC.	50.00CR	.00	.00	.00	50.00CR
0012027	11/16/21-11/15/22	27-17-365	DIRT CHEAP BUILDING SUPP	440.00CR	.00	.00	.00	440.00CR
0012028	11/02/20-11/01/21	27-17-365	SWEET TASTEN APPLIE	20.00CR	4.20CR	.00	.00	24.20CR
0012028	11/02/21-11/01/22	27-17-365	SWEET TASTEN APPLIE	20.00CR	.00	.00	.00	20.00CR
0012260	11/21/21-11/20/22	27-17-365	MERCEDES-BENZ OF JACKSON	560.00CR	.00	.00	.00	560.00CR

===== PAYMENT DISTRIBUTION =====								
LICENSE	PERIOD	CODE	ISSUED TO	FEE	PENALTY	TAX	INTEREST	TOTAL PAID
0012469	8/02/21- 8/01/22	27-17-365	CHARMED BOUTIQUE LLC	20.00CR	2.20CR	.00	.00	22.20CR
0012471	8/16/21- 8/15/22	27-17-365	2GROOVY LASH STUDIO	20.00CR	2.40CR	.00	.00	22.40CR
0012564	11/13/21-11/12/22	27-17-365	TRI-STATE HEARING LLC	40.00CR	.00	.00	.00	40.00CR
0012748	8/04/21- 8/03/22	27-17-365	PLATINUM PLUS & SHOES	20.00CR	2.20CR	.00	.00	22.20CR
0012809	11/16/21-11/15/22	27-17-365	VINTY 33	20.00CR	.00	.00	.00	20.00CR
0012814	10/16/21-10/15/22	27-17-365	NORTHPARK DRUGSTORE LLC	20.00CR	2.00CR	.00	.00	22.00CR
0013140	11/15/21-11/14/22	27-17-365	CHIC 4 CHEAP LLC	20.00CR	.00	.00	.00	20.00CR
0013145	11/02/21-11/01/22	27-17-365	ASSEMBLED ESTHETICS	20.00CR	.00	.00	.00	20.00CR
0013146	11/03/21-11/02/22	27-17-365	FASHION AND JEWELS	20.00CR	.00	.00	.00	20.00CR
0013155	11/23/21-11/22/22	27-17-365	ARSH NOVELTIES LLC	92.50CR	.00	.00	.00	92.50CR
0013158	11/19/21-11/18/22	27-17-365	SUNGLASS HUT #A754	200.00CR	.00	.00	.00	200.00CR
10205	12/01/21-11/30/22	27-17-365	WILSON AUTO GROUP INC	1,840.00CR	.00	.00	.00	1,840.00CR
6105	9/01/21- 8/31/22	27-17-365	JAZZY DANCER	92.50CR	12.02CR	.00	.00	104.52CR
6167	12/01/21-11/30/22	27-17-365	FINISH LINE #227	62.50CR	.00	.00	.00	62.50CR
6766	12/01/21-11/30/22	27-17-365	SUNGLASS HUT #4519	1,840.00CR	.00	.00	.00	1,840.00CR
6948	12/01/21-11/30/22	27-17-365	SHOE DEPT ENCORE #350	62.50CR	.00	.00	.00	62.50CR
6992	11/01/20-10/31/21	27-17-365	WILLIAMS SONOMA #603	1,840.00CR	404.80CR	.00	.00	2,244.80CR
6992	11/01/21-10/31/22	27-17-365	WILLIAMS SONOMA #603	1,840.00CR	184.00CR	.00	.00	2,024.00CR
7330	12/01/21-11/30/22	27-17-365	COUNTY LINE CHEVRON	25.00CR	.00	.00	.00	25.00CR
8006	9/01/21- 8/31/22	27-17-365	WALGREENS #05655	.00	61.60CR	.00	.00	61.60CR
8047	12/01/21-11/30/22	27-17-365	DOORS BY DESIGN LLC	32.50CR	.00	.00	.00	32.50CR
8058	12/01/21-11/30/22	27-17-365	RIDGELAND AUTO WORLD INC	62.50CR	.00	.00	.00	62.50CR
8571	12/01/21-11/30/22	27-17-365	AUTOZONE #2097	300.00CR	.00	.00	.00	300.00CR
8577	10/01/21- 9/30/22	27-17-365	HEALTH CARE MEDICAL	32.50CR	.00	.00	.00	32.50CR
8772	12/01/21-11/30/22	27-17-365	CITY GEAR #6031	250.00CR	.00	.00	.00	250.00CR
8986	9/01/21- 8/31/22	27-17-365	COATTAILS LLC	1,200.00CR	132.00CR	.00	.00	1,332.00CR
9184	9/01/21- 8/31/22	27-17-365	OLETAS GIFTS BASKETS & A	20.00CR	2.20CR	.00	.00	22.20CR
9538	12/01/21-11/30/22	27-17-365	KINKADES FINE CLOTHING L	92.50CR	.00	.00	.00	92.50CR
0012672	7/29/21- 7/28/22	27-17-415	FULL AUTO ARMS	100.00CR	.00	.00	.00	100.00CR
0013149	11/09/21-12/31/21	JE	BURDITT, IAN	25.00CR	.00	.00	.00	25.00CR
0013160	11/29/21-12/31/21	JE	WALTERS, HUNTER	25.00CR	.00	.00	.00	25.00CR
0013150	11/10/21-12/31/21	ME	VAUGHN, WILLIAM	25.00CR	.00	.00	.00	25.00CR
=====								
RECORD TOTAL		INPUT TOTAL		FEE TOTAL	PENALTY TOTAL	TAX TOTAL	INTEREST TOTAL	GRAND TOTAL
124				14,176.50CR	935.92CR			15,112.42CR

** LICENSE CODE TOTALS **

		===== PAYMENT DISTRIBUTION =====				
LICENSE CODE	DESCRIPTION	FEE	PENALTY	TAX	INTEREST	TOTAL PAID
27-17-009	SERVICE BUSINESSES	86	2,754.00CR	123.05CR		2,877.05CR
27-17-365	RETAIL/WHOLESALE BUSINESSES	36	11,247.50CR	812.87CR		12,060.37CR
27-17-415	WEAPONS DEALERS IN DEADLY	1	100.00CR			100.00CR
JE	JOURNEYMAN ELECTRICAL	2	50.00CR			50.00CR
ME	MASTER ELECTRICIAN	1	25.00CR			25.00CR
TOTAL			14,176.50CR	935.92CR		15,112.42CR

** REPORT CODE TOTALS **

		===== PAYMENT DISTRIBUTION =====				
REPORT CODE	DESCRIPTION	FEE	PENALTY	TAX	INTEREST	TOTAL PAID
*****	INVALID	14	2,260.00CR	23.60CR		2,283.60CR
230000	Construction	1	30.00CR			30.00CR
236115	New Single-Family Housing Cons	1	30.00CR			30.00CR
236118	Residential Remodelers	1	20.00CR			20.00CR
236220	Commercial and Institutional B	1	39.00CR			39.00CR
238160	Roofing Contractors	1	20.00CR	2.40CR		22.40CR
238210	Electrical Contractors	1	30.00CR	4.80CR		34.80CR
238990	All Other Specialty Trade Cont	10	241.00CR	10.00CR		251.00CR
311812	Commercial Bakeries	2	40.00CR	4.20CR		44.20CR
321999	All Other Miscellaneous Wood P	1	30.00CR			30.00CR
326199	All Other Plastics Product Man	1	440.00CR			440.00CR
339115	Ophthalmic Goods Manufacturing	1	200.00CR			200.00CR
423910	Sporting and Recreational Good	1	62.50CR			62.50CR
424210	Drugs and Druggists' Sundries	1	20.00CR	2.00CR		22.00CR
441110	NEW CAR DEALERS/ NEW OR USED	3	2,462.50CR			2,462.50CR
441310	Automotive Parts and Accessori	1	300.00CR			300.00CR
442299	All Other Home Furnishings Sto	2	3,680.00CR	588.80CR		4,268.80CR
444190	Other Building Material Dealer	1	32.50CR			32.50CR
446110	Pharmacies and Drug Stores	1		61.60CR		61.60CR
446130	Optical Goods Stores	1	2.50CR	3.25CR		5.75CR
446199	All Other Health and Personal	2	72.50CR			72.50CR
447110	Gasoline Stations with Conveni	1	25.00CR			25.00CR
448120	Women's Clothing Stores	5	1,280.00CR	136.40CR		1,416.40CR
448140	Family Clothing Stores	2	300.00CR			300.00CR
448210	Shoe Stores	1	62.50CR			62.50CR
451110	Sporting Goods Stores	1	100.00CR			100.00CR
453991	Tobacco Stores	1	20.00CR			20.00CR
453998	All Other Miscellaneous Store	1	92.50CR	12.02CR		104.52CR
454390	Other Direct Selling Establish	4	255.00CR			255.00CR
484100	General Freight Trucking	1		2.80CR		2.80CR
484121	General Freight Trucking Long-	1	20.00CR	28.80CR		48.80CR
522110	Commercial Banking	1	30.00CR			30.00CR
522310	Mortgage and Nonmortgage Loan	1		2.00CR		2.00CR
531120	Lessors of Nonresidential Buil	1	20.00CR			20.00CR
531210	Offices of Real Estate Agents	6	122.00CR	6.60CR		128.60CR
531311	Residential Property Managers	1		3.30CR		3.30CR
531390	Other Activities Related to Re	1		3.60CR		3.60CR
541110	Offices of Lawyers	2	170.00CR			170.00CR
541211	Offices of Certified Public Ac	4	90.00CR			90.00CR
541430	Graphic Design Services	1	30.00CR			30.00CR
541511	Custom Computer Programming Se	2	300.00CR			300.00CR
541611	Administrative Management and	1	20.00CR			20.00CR
541990	All Other Professional Scienti	1	20.00CR	3.20CR		23.20CR
561730	Landscaping Services	1	20.00CR	3.00CR		23.00CR
611519	Other Technical and Trade Scho	1	20.00CR			20.00CR
611610	Fine Arts Schools	1	20.00CR	3.20CR		23.20CR

LICENSES: THRU ZZZZZZZZZZ

SORTED BY: CODE

PAYMENT DATES: 11/01/2021 TO 11/30/2021

** REPORT CODE TOTALS **

		===== PAYMENT DISTRIBUTION =====				
REPORT CODE	DESCRIPTION	FEE	PENALTY	TAX	INTEREST	TOTAL PAID
621111	Offices of Physicians (except	2	50.00CR	2.00CR		52.00CR
621112	Offices of Physicians Mental H	1	20.00CR			20.00CR
621320	Offices of Optometrists	1	30.00CR			30.00CR
621610	Home Health Care Services	1	30.00CR			30.00CR
623312	Homes for the Elderly	2	219.00CR			219.00CR
624190	Other Individual and Family Se	1	20.00CR			20.00CR
624310	Vocational Rehabilitation Serv	1	20.00CR			20.00CR
713940	Fitness and Recreational Sport	1	30.00CR			30.00CR
713990	All Other Amusement and Recrea	1	20.00CR			20.00CR
721110	Hotels (except Casino Hotels)	1	123.00CR			123.00CR
722310	Food Service Contractors	1	30.00CR			30.00CR
722511	FULL-SERVICE RESTAURANTS	2	50.00CR	7.60CR		57.60CR
722513	LIMITED-SERVICE RESTAURANTS	1	42.00CR			42.00CR
722515	NONALCOHOLIC BEVERAGE BARS	3	65.00CR	4.95CR		69.95CR
811121	Automotive Body Paint and Inte	1	48.00CR			48.00CR
811212	Computer and Office Machine Re	1	20.00CR			20.00CR
811412	Appliance Repair and Maintenanc	1	20.00CR			20.00CR
812110	Hair Nail and Skin Care Servic	1	20.00CR			20.00CR
812111	Barber Shops	3	80.00CR	6.00CR		86.00CR
812112	Beauty Salons	3	70.00CR	5.20CR		75.20CR
812113	Nail Salons	1	30.00CR			30.00CR
812199	Other Personal Care Services	4	90.00CR	4.60CR		94.60CR
812910	Pet Care (except Veterinary) S	1	20.00CR			20.00CR
TOTAL		14,176.50CR	935.92CR			15,112.42CR

LICENSES: THRU ZZZZZZZZZZ

SORTED BY: CODE

PAYMENT DATES: 11/01/2021 TO 11/30/2021

** FEE CODE TOTALS **

		===== PAYMENT DISTRIBUTION =====				
FEE CODE	DESCRIPTION	FEE	PENALTY	TAX	INTEREST	TOTAL PAID
27-17-009	SERVICE BUSINESS	71	1,520.00CR	113.90CR		1,633.90CR
27-17-009C	SERVICE BUSINESS OVER 10	16	1,254.00CR	9.15CR		1,263.15CR
27-17-365	RETAIL/WHOLESALE BUSINESSES	35	11,227.50CR	812.87CR		12,040.37CR
27-17-415	DEALERS IN DEADLY WEAPONS	1	100.00CR			100.00CR
CON-01	JOURNEYMAN ELECTRICAL	2	50.00CR			50.00CR
CON-06	MASTER ELECTRICIAN	1	25.00CR			25.00CR
TOTAL			14,176.50CR	935.92CR		15,112.42CR

LICENSES: THRU ZZZZZZZZZZ

SORTED BY: CODE

PAYMENT DATES: 11/01/2021 TO 11/30/2021

** GENERAL LEDGER DISTRIBUTION **

FUND G/L ACCOUNT	ACCOUNT NAME	AMOUNT
001-000-220	PRIVILEGE LICENSES	15,037.42CR
001-000-230	CONTRACTORS LICENSE	75.00CR
099-000-008	POOLED CASH	15,112.42

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: 11/01/2021 TO 11/30/2021
LICENSE CODES: All
REPORT CODES: All
FEE CODES: All

PRINT OPTIONS

SEQUENCE: CODE
REPORT TYPE: SUMMARY
REVERSE PAYMENTS: YES

END OF REPORT

MISSISSIPPI STATE-LOCAL GOVERNMENT OPIOID LITIGATION MEMORANDUM OF UNDERSTANDING

WHEREAS, the people of the State and its communities have been harmed by the actions and nonfeasance committed by certain entities within the Pharmaceutical Supply Chain; and,

WHEREAS, the State, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their actions and nonfeasance; and,

WHEREAS, the State, through its Attorney General, and its Local Governments share a common desire to abate and alleviate the harmful impacts throughout the State;

NOW THEREFORE, the State and its Local Governments, subject to completing formal documents effectuating the Parties' agreements, enter into this Memorandum of Understanding ("MOU") relating to the allocation and use of the proceeds of Settlements described herein.

A. Definitions

As used in this MOU:

1. "The State" shall mean the State of Mississippi acting through the Attorney General.
2. "The Parties" shall mean the State and Counties and Municipalities as defined herein.
3. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and the Local Governments.
4. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this MOU.
5. "County" shall mean one of the 82 governmental subdivisions in the State recognized and/or established under the Mississippi Constitution of 1890 that filed a lawsuit against settling Pharmaceutical Supply Chain Participants as of August 1, 2021, or has a population greater than 10,000 individuals.
6. "Municipalities" shall mean cities, towns, or villages within the State with a population greater than 10,000 individuals and shall also include all cities and towns that filed a lawsuit against settling Pharmaceutical Supply Chain Participants as of August 1, 2021. The singular "Municipality" shall refer to a singular of the Municipalities.

7. "Pharmaceutical Supply Chain" shall mean the process and channels through which Controlled Substances are manufactured, marketed, promoted, distributed, or dispensed.
8. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.
9. "Population" shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this MOU. These estimates can currently be found at <https://www.census.gov>.

B. Allocation of Settlement Proceeds

1. All the Opioid Settlement Funds will be deposited into the Attorney General Contingency Fund and thereafter allocated as set forth below:
 - (a) County/Municipality Fund - 15%. The County/Municipality fund will receive 15% of all Settlement funds for the direct benefit of Mississippi Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other Metrics agreed upon, in writing, by a County and Municipality. Such funds may be spent for opioid abatement, or any purpose deemed appropriate by said County or Municipality.
 - i. A County or Municipality may receive direct payments from this fund only if it executes a timely release as part of the settlement.
 - ii. A non-litigating City or Town with a population under 10,000 shall not receive direct payments, but its payments shall instead be allocated to the County in which it is located.
 - (b) State of Mississippi - 15%. The State will receive 15% of all Opioid Funds paid to the State General Fund.
 - (c) University of Mississippi Medical Center's Center for Addiction Medicine (CAM) - 70%. The CAM will receive 70% of all Opioid Funds to establish a new multidisciplinary program through Mississippi's only academic medical center dedicated to both short-term and long-term opioid abatement. In the short-term, CAM will provide a patient-centered treatment program for patients of all ages and across the State through a continuum of inpatient, outpatient, and chronic care settings. This will include leveraging UMMC's Center for Telehealth and utilizing existing and new collaborative community partnerships to address healthcare disparities in rural Mississippi. In the long-term, CAM will become a hub for training medical professionals, including those in pharmacy, nursing, and emergency medicine, to screen, diagnose, and treat individuals

with addiction disorders. CAM will make Mississippi a nationally recognized leader in addiction research and treatment.

C. Payment of County/Municipality Counsel and Litigation Expenses

The Parties anticipate that any national settlement will provide for the payment of fees and litigation expenses to counsel for certain Counties and Municipalities. All County/Municipality counsel that seeks attorneys' fees and expenses from their clients shall first seek to recover those amounts from the national settlement. Furthermore, the Parties agree to create a supplemental fee and expense fund (the "County/Municipality Fee Fund" or "CMFF").

1. The CMFF shall be used to pay attorneys' fees and expenses for participating Counties/Municipalities in the State that filed opioid lawsuits on or before August 1, 2021 ("Litigating Participating Counties/Municipalities").
2. The amount of funds to be deposited in the CMFF shall be contingent upon the overall percentage of Incentive Payments awarded to the State under the national settlements and paid pursuant to the following table. In no circumstance shall the CMFF receive more than 7.5% of the net Total Cash Value received by the State, including any funds received from a national fee fund as described above. If the State does not receive at least 65% of the total available Incentive Payments, the CMFF shall be null and void, and no amounts shall be paid into it.

PERCENTAGE OF INCENTIVE PAYMENTS AWARDED	CMFF PERCENTAGE
65%	2%
70%	3%
75%	4%
80%	5%
85%	6%
90%	6.5%
95%	7%
100%	7.5%

3. The Parties further agree no counsel for any Litigating Participating County/Municipality shall recover from any national fee fund and the CMFF a combined contingency fee of more than 15% of the Total Cash Value received by their Litigating Participating County/Municipality client. If there are any funds remaining in the CMFF after payment of fees and expenses consistent with the terms of this MOU, those funds shall revert pro rata to the Litigating Participating Counties/Municipalities.

E. Amendments, Choice of Law, Venue, Consent Decree

1. The Parties agree to make such amendments as necessary to implement the intent of this MOU.
2. The Parties agree that this MOU, any amendments thereto, and any issue arising out of or related to this MOU shall be governed by and interpreted according to the laws of the State of Mississippi. Any action to enforce or interpret this MOU, or to resolve any dispute concerning it, shall be commenced and maintained only in a court of competent jurisdiction in Hinds County, Mississippi. The Parties understand and agree that, in connection with a settlement with any Pharmaceutical Supply Chain Participant, the State may file an appropriate action in a court of competent jurisdiction in Hinds County, Mississippi seeking a consent decree approving such settlement and the allocation of Opioid Funds within the State pursuant to this MOU.
3. The Parties agree that this MOU will apply to any Settlement with a Pharmaceutical Supply Chain Participant that requires State and County/Municipality resolution.

F. Signatures

This MOU may be signed and executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A signature transmitted by facsimile or electronic image shall be deemed an original signature for purposes of executing this MOU. Each person signing this MOU represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this MOU, and that all necessary approvals and conditions precedent to his or her execution have been satisfied.

FOR PLAINTIFF THE STATE OF MISSISSIPPI:

Attorney General

FOR _____:
County/Municipality

Signature

Printed Name and Title

HERRING, LONG & CREWS, P.C.

ATTORNEYS AT LAW

G.B. HERRING (1976)

JAMES H HERRING
ROBERT W. LONG
JAMES M. CREWS, III

P.O. BOX 344
129 EAST PEACE STREET
CANTON, MISSISSIPPI 39046-0344
TELEPHONE 601/859-2573
FACSIMILE 601/859-3955

November 9, 2021

Via Hand Delivery

Ms. Paula Tierce
Ridgeland City Clerk
100 West School Street
Ridgeland, MS 39157

Re: Stacy Sinuefield – 300 Hillview Drive, Ridgeland, MS

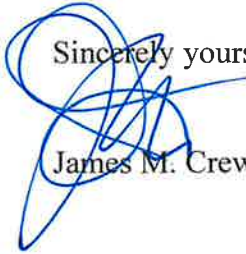
Dear Mr. Tierce:

I represent Stacy Sinuefield. On November 4, 2021, we appeared before the Zoning Board for a hearing on a Notice of Code Violations that had been issued to my client on September 1, 2021 by the City's Code Enforcement Division. At the conclusion of the hearing, the Zoning Board voted to uphold the administrative determination that lots cannot be combined to meet minimum acreage required to keep my client's horses on her and her neighbors' premises.

Pursuant to Section 600.17 of the City's Zoning Ordinance, this letter will serve as Ms. Sinuefield's notice of appeal of the Zoning Board's determination. We contacted the City Clerk's office to request the form referenced in Section 600.17 B and were informed by City Planner Jordan Lohman that you were out sick and that there is no prescribed form for the notice of appeal. Accordingly, this letter will serve as our request for a hearing on this appeal before the Mayor and Board of Aldermen at a mutually convenient time.

Should you have any questions, please feel free to call me.

Sincerely yours,


James M. Crews, III

cc: Honorable Gene McGee
City of Ridgeland Board of Aldermen
Jerry L. Mills, Esq.
Mr. Jordan Lohman

NOTICE OF PUBLIC HEARING
FOR AN APPEAL FROM A RECOMMENDATION FROM THE RIDGELAND
ZONING BOARD

Notice is hereby given to those parties in interest that there will be a public hearing before the Mayor and Board of Aldermen of the City of Ridgeland on January 18, 2021, at 6:00 o'clock p.m. at the City Hall of Ridgeland, Mississippi, located at 100 West School Street, Ridgeland, Mississippi, for the purpose of appealing a recommendation from the Zoning Board regarding keeping of livestock at 300 Hillview Drive.

For all those interested, copy of the appeal can be obtained from the City Clerk or at the Community Development Division of the City of Ridgeland located at City Hall, 100 West School Street, Ridgeland, Mississippi.

Approved this the 7th day of December, 2021.

City of Ridgeland, Mississippi

By: /s/ Gene F. McGee
Gene F. McGee, Mayor

ATTEST:

/s/ Paula Tierce
Paula Tierce, City Clerk

Publish: December 16, 2021



MEMO:

November 19, 2021

TO: Mayor & Board of Aldermen

FROM: John Sidney North
Director of Recreation & Parks

RE: **Surplus Property**

We request authority to surplus the following item for Sale.

Toshiba eStudio Copier Model Number 4555C Serial Number: C7FD70381

This was our old copier that was replaced with a new copier from RJ Young.

mailing address: p.o. box 217 • ridgeland, ms 39158
street address: 100 west school street • ridgeland, ms 39157
ph: 601.856.7113 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • Paula W. Tierce, phr - city clerk / human resources director

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

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

Edwin L. Pittman, Of Counsel

Brad Dye (1933-2018)
James H. Gabriel (1948-2016)
Carolyn B. Mills (1947-2017)

December 1, 2021

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

Re: General Legal Services

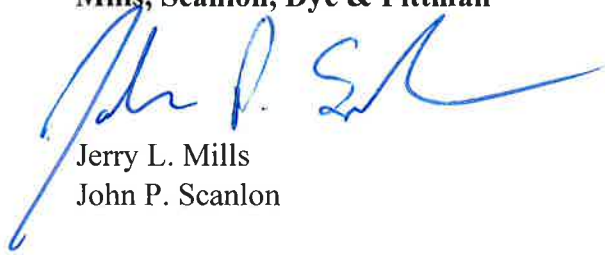
Dear Mayor McGee:

I am enclosing our statements for services rendered and expenses incurred in connection with the above-referenced matters through November 30, 2021. Should there be any questions or the need for additional information following your review of the statements, please give me a call at your earliest convenience. Otherwise, I would appreciate your placing the statements in line for payment.

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

Sincerely,

Mills, Scanlon, Dye & Pittman



Jerry L. Mills
John P. Scanlon

JLM/JPS/kms
Enclosure(s)

Mills, Scanlon, Dye & Pittman

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

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

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Edwin L. Pittman, Of Counsel

Brad Dye (1933-2018)
James H. Gabriel (1948-2016)
Carolyn B. Mills (1947-2017)

December 1, 2021

City of Ridgeland

Statements for Services Rendered
Through November 30, 2021

Tax ID No. 64-0777372

001-060-601	RETAINER	\$1,000.00
001-060-601	GENERAL LEGAL	\$29,881.21
001-090-601	PLANNING & ZONING	\$1,305.00
001-100-601	POLICE	\$500.00
001-201-601	PUBLIC WORKS	\$260.00
001-340-601	PARKS & RECREATION	\$0.00

TOTAL DUE: \$32,946.21

Mills, Scanlon, Dye & Pittman
800 Avery Boulevard North
Suite 101
Ridgeland, Mississippi 39157

Tax ID# 64-0777372

CITY OF RIDGELAND
POST OFFICE BOX 217
RIDGELAND MS 39158

ATTN: MAYOR GENE MCGEE

001-060-601
RETAINER

Page: 1
12/01/2021
ACCOUNT NO: 500-0000M
STATEMENT NO: 377

			HOURS	
11/01/2021	JPS	Attend - work session.	1.00	66.89
	JLM	Attend work session.	1.00	66.89
	ZLG	Attend BoA meeting.	1.00	115.38
11/02/2021	JPS	Conference - Mayor's meeting.	1.00	66.89
	JPS	Attend BOA meeting.	1.00	66.89
	JLM	Attend BoA meeting.	1.00	66.86
	ZLG	Conference with JPS and Mayor.	1.00	115.41
11/15/2021	JPS	Attend regular work session.	1.00	66.89
	JLM	Prepare and attend work session.	1.00	66.89
11/16/2021	JPS	Conference - Mayor's meeting.	1.00	66.89
	JPS	Attend BoA meeting.	1.00	66.89
	ZLG	Conference with Mayor, JPS and JLM.	1.00	50.17
	ZLG	Attend BoA meeting.	1.00	50.17
	JLM	Attend BoA meeting.	1.00	66.89
		FOR CURRENT SERVICES RENDERED	14.00	1,000.00

	RECAPITULATION		
TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
Jerry L. Mills	4.00	\$66.88	\$267.53
John P. Scanlon	6.00	66.89	401.34
Zachary L. Giddy	4.00	82.78	331.13

TOTAL CURRENT WORK 1,000.00

BALANCE DUE \$1,000.00

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

Mills, Scanlon, Dye & Pittman
800 Avery Boulevard North
Suite 101
Ridgeland, Mississippi 39157

Tax ID# 64-0777372

CITY OF RIDGELAND
POST OFFICE BOX 217
RIDGELAND MS 39158

Page: 1
12/01/2021
ACCOUNT NO: 500-1000M
STATEMENT NO: 324

ATTN: MAYOR GENE MCGEE

001-060-601 - GENERAL LEGAL

			HOURS
10/27/2021	JPS	Correspondence to LW re: McLaurin land.	0.10
	JPS	(Brookwood) correspondence; file review; discovery procedures; telephone conference with AH and CEW; draft of documents - INTs; review of documents - minutes; receipt and review - expert designation; research (legal).	1.80
	JPS	(Terry's) conference with JLM; draft of documents / pleadings preparation - Motion to Join SBA; draft of documents / pleadings preparation - Order.	1.50
	JLM	(Terry's Cabins) conference with JPS; review documents re: SBA.	1.60
	JLM	(Brookwood) receipt and review - discovery.	0.80
	ZLG	Conference with Mayor, Aldermen, AH and JPS on rezoning property in front of Word of Life.	0.50
	ZLG	(Econo Lodge) file complaint.	1.00
10/28/2021	JPS	(Brookwood) discovery procedures; review of documents - D Scruggs report; correspondence - forward to AH and CEW; file review; correspondence - forward to CEW pleadings and minutes, presentation, moratorium, and other documents; research (legal).	0.80
	JPS	(Terry's) correspondence / telephone conference with Alan re: expert; correspondence with Court; telephone conference with D. Ringer; correspondence re: Order.	0.50
	JPS	(Landfill) receipt and review - M Bertly letter; correspondence - forward to Clients and KS.	0.40
	JLM	Receipt and review Scruggs designation; discovery.	1.20
10/29/2021	JPS	(Nuisance suit) receipt and review - correspondence from Fariss Crisler re: Econo; correspondence with Clients.	0.20
	JPS	(Brookwood) Discovery procedures; draft of documents - discovery requests; correspondence to ES attorney; conference with AG re: Qualifies Immunity Motion; file review; research (legal); review of documents - reverse sect zoning cases.	2.70
	JPS	Correspondence with ME and PT re: tax interlocal; receipt and review - interlocal; correspondence to Mayor.	0.40
	JLM	(Brookwood) Conference with JPS; discovery preparation.	2.70
	AG	Research - absolute immunity.	3.10
11/01/2021	JPS	(Terry's) telephone conference with C. James and J. Butler re: expert witness;	

001-060-601 - GENERAL LEGAL

		HOURS
	file review; review of documents - pleadings and discovery; correspondence - forward to Jill B.; receipt and review - Order.	0.40
JPS	(Brookwood) Discovery procedures; conference with CEW; research (legal); review of documents - Sealands v. Florence case; case preparation; draft of documents - finalize discovery requests; correspondence - serve on counsel opposite; pleading preparation NOS and file.	2.10
JPS	Correspondence re: Word of Life meeting.	0.10
JPS	(Nuisance suit) receipt and review - subpoena returns; correspondence.	0.20
JLM	(Nuisance suit) receipt and review - correspondence.	0.60
AG	(Brookwood) Draft of documents - timeline.	0.40
AG	(Brookwood) Conference with JPS and ZLG.	0.10
AG	(Brookwood) Draft of documents - memo.	5.00
ZLG	Review agenda.	0.30
11/02/2021	JPS (Brookwood) Research (legal); review of documents - Trash v. Jackson case; review of documents - AG opinion; review of documents - federal rules of discovery; discovery procedures; correspondence - forward Scruggs report; conference with CEW.	2.10
JPS	Telephone conference with T. Hood and Ethics Commission.	0.50
JLM	(Brookwood) Receipt and review - response in Brookwood appeal; conference with ZLG.	2.30
JLM	Mayor's meeting.	1.00
JLM	(Brookwood) review case law.	1.30
AG	(Brookwood) Research - legislative immunity; draft of documents - brief.	2.10
AG	(Brookwood) Research - immunity for moratorium; draft of documents - brief.	1.80
11/03/2021	JPS (Brookwood) Discovery procedures; research (legal); review of documents - federal discovery rules; file review; draft of documents - prepare priv. log; receipt and review - G/F letter; correspondence with ES; telephone conference with AH.	2.10
JPS	(Terry's) receipt and review - Order; correspondence; file review.	0.40
11/04/2021	JPS (Brookwood) Discovery procedures with ES; draft of documents - prepare priv. log; telephone conference with AN; file review; correspondence re: depositions; produce/serve priv. log to ES; receipt and review - NOA.	2.60
JPS	(Terry's) conference with ZLG and JLM; correspondence to SBA and research (legal); forward Complaint, Answer and Order Joining; draft of documents / pleading preparation - Summons; file review; review of documents - Rule 4 and 5.	1.70
JPS	Correspondence re: tax collection interlocal; receipt and review - cert. minutes.	0.30
ZLG	(Terry's Cabins) Research - legal service after party joined by Rule 19.	0.20
JLM	(Terry's cabins) Conference with JPS; review law (federal agency).	2.10
11/05/2021	JPS (Brookwood) discovery procedures; conference with JLM; telephone conference with ES; correspondence; review of documents G/F letters; forward attachments; conference with PT and telephone conference re: missing attachments from minutes; draft of documents/pleadings preparation - order and forward to ES; receipt and review - order amending briefing schedule.	3.20
JPS	Correspondence with TH at Ethics Commission; telephone conference and correspondence to WH and CG; correspondence with Mayor.	0.50

001-060-601 - GENERAL LEGAL

		HOURS
	JPS Research re: SBA service; correspondence; conference with JLM and ZLG; draft of documents / pleadings preparation - summonses.	0.60
	ZLG Research (legal) - vested contractual rights to land; research (legal) - authority to pay legal fees (city).	2.00
	JLM (Brookwood) Conference with ZLG, JPS re: SBA issue.	0.50
	AG (Brookwood) Draft of documents - brief; research - immunity.	5.60
	AG (Brookwood) Research.	0.30
	AG (Brookwood) Draft of documents.	4.40
11/08/2021	JPS (Brookwood) Research (legal) re: Qualified Immunity defense; review of documents - S.O. v Byram case; correspondence with ES; correspondence re: Agreed Order; correspondence with AG; revise AG draft; conference with ZLG; review of documents - Q-I memos and motions; correspondence with Court re: state record.	3.00
	JPS (Brookwood) Review of documents - documents for supplemental record; revise attachments/exhibits for agreed order; correspondence with Court.	1.70
	JPS Correspondence with M. Bentley; review of documents - letter.	0.20
	ZLG (Brookwood) Research (legal) - qualified immunity; legislative immunity; discretionary function immunity; conference with JPS and JLM on same.	3.20
	JLM (Brookwood) review memo - qualified immunity.	2.30
11/09/2021	JPS (Brookwood) Research (legal) re: testimonial privilege; review of documents - Baymeadows case; correspondence with ES; conference with JLM; conference with ZLG.	2.80
	JPS (Terry's) Receipt and review - Order; correspondence.	0.10
	ZLG (Brookwood) Conference with JPS.	2.50
	JLM (Brookwood) Conference with JPS, research re: testimonial immunity; review case.	2.80
	JLM (Terry's cabins) Review Order.	0.30
	JLM (Brookwood) Conference with JPS.	1.70
11/10/2021	JPS Conference with AH, JL and 2 Aldermen and Word of life officials and Clint Herring; receipt and review - plans and covenants.	1.50
	JPS (Brookwood) Discovery procedures; conference with AH and JL; correspondence with state court; correspondence with CEW; forward documents; discovery procedures.	1.00
	ZLG (Brookwood) - draft of documents - Protective Order.	2.00
	JLM (Brookwood) Conference with JPS.	0.70
11/11/2021	JPS (Brookwood) Research (legal) re: Baymeadows case; receipt and review NOD's; correspondence with Clients; review of documents - Pearl COA case; correspondence with CEW; correspondence with Erin S. and correspondence with Michael B.; conference re: Motions.	2.10
	JPS (Landfill) correspondence with M. Bentley and correspondence with Clients and KS; review of documents - Bentley letter.	0.40
	ZLG (Brookwood) Draft of documents - Protective Order memo of law.	5.40
	JLM Receipt and review / correspondence re: appeal from zoning board re: livestock.	0.20
11/12/2021	JPS (Terry's) correspondence with Greg Mayer at US Attorney's office; telephone conference.	0.30
	JPS (Brookwood) Receipt and review - ZLG draft; draft of documents - revise;	

001-060-601 - GENERAL LEGAL

		HOURS
	correspondence; conference with AG and JLM; conference with ZLG; discovery procedures; receipt and review - Motion to Stay state court appeal; receipt and review - filed and entered Order correcting record; receipt and review - AG draft memo.	1.80
JPS	(Litigation) Telephone conference and correspondence with TH of Ethics Commission; telephone conference with CG and WH; telephone conference and correspondence with Mayor.	0.60
JPS	Receipt and review - AG approval letter of interlocal with County for grass cutting; receipt and review - AG letter re: opioid settlement; correspondence.	0.40
JPS	(Landfill) Correspondence with KS and Clients re: BFI request for meeting.	0.20
ZLG	(Brookwood) Draft of documents - Protective Order memo; review of documents - Brookwood Motion to Stay (State Court).	4.20
JLM	Conference with JPS re: State Court case; Motion to Stay.	1.20
JLM	Review Motion for Protective Order.	0.80
AG	(Brookwood) Draft of documents - memo; research re: immunity.	10.00
11/13/2021	JPS Correspondence to PT - forward AG approval of interlocal.	0.10
	JPS (Econo Lodge) Receipt and review - Motion in Econo Lodge suit; correspondence with F. Crisler.	0.20
11/15/2021	JPS (Brookwood) Research (legal) re: immunity and testimonial privilege; review of documents - cases and statutes re: legislative privilege; draft of documents / pleading preparation - revise motion and memo drafts; correspondence with ES and MB; correspondence with Clients; file review; draft of documents / pleading preparation - certificate of Good Faith.	2.10
JPS	(Brookwood) Draft of documents / pleading preparation - revise Motions and Memos and prepare for filing; correspondence with PT; review of documents - exhibits; conference with MMH re: timeline and document preparation; receipt and review - NOD draft for 30(b)(6); receipt and review - Motion for time in state court; draft of documents / pleading preparation - order denying; correspondence with Court; file Motion for Protective Order.	3.40
JPS	(Landfill) correspondence with Mayor, KS and AH.	0.20
ZLG	(Brookwood) Draft of documents - Protective Order memo and Motion; conference with JPS and JLM about memo and motion.	4.20
JLM	Conference with JPS, ZLG re: memo re: Protective Order.	2.60
11/16/2021	JPS Telephone conference with KS.	0.30
JPS	(Brookwood) Research (legal) re: immunity; review of documents - cases; revise Motion to Dismiss and Memo; conference with ZLG and JLM; correspondence to Clients; telephone conference with MB and ES; correspondence to Judge Parker; review of documents - D. Scruggs testimony; correspondence - forward to CEW.	2.90
JPS	(Terry's / Hester) Draft of documents / pleading preparation - summonses for service on US Attorney General, US Attorney and SBA; conference with AG; correspondence to Gregg Mayer.	0.60
ZLG	(Brookwood / Litigation) Conference with JPS and JLM on Brookwood.	3.60
JLM	Meeting with Mayor.	1.00
JLM	Conference with JPS, ZLG re: Motion.	3.20
AG	(Brookwood) Draft of documents - memo in support; research re: immunity.	7.50
11/17/2021	JPS (Brookwood) Discovery procedure; correspondence; research (legal) re: Rule 37 and Open Meetings Act allegations; review of documents - La Croix case;	

001-060-601 - GENERAL LEGAL

		HOURS
	conference; telephone conference with CEW; file review; correspondence with ES; prepare exhibits; correspondence to JL; correspondence with Court; correspondence to MB re: exhibit; correspondence - response to Good Faith letter.	3.80
	JPS (Landfill) correspondence to MB; telephone conference (VM); correspondence to Mayor and KS; receipt and review - KS letter.	0.60
	JPS (Terry's / Hester) correspondence re: summonses issuance; conference with MMH and AG;	0.20
	JPS (Brookwood) Receipt and review - NoD (x3) revised; finalize Motion to Dismiss, memo and exhibits; file.	1.10
	ZLG (Brookwood) Draft of documents and review of documents - memo in support of Motion to Dismiss.	4.30
	JLM Review Motion to Dismiss.	0.80
11/18/2021	JPS Telephone conference with PT.	0.20
	JPS (Brookwood) Discovery procedures; conference with MMH; research (legal); review of documents - court rules; correspondence to PT and AH; telephone conference - hearing/conference with Judge Parker and counsel opposite; conference with ZLG and JLM; file review; telephone conference with CEW; correspondence / telephone conference with AH ; prepare documents for production.	3.60
	JPS (Litigation) telephone conference with Lee Martin at AG's office re: \$218,290 settlement in opioid case.	0.20
	JPS Draft of documents - supplemental responses to written discovery; receipt and review - Order denying (w/o prejudice) Motion for Protective Order; receipt and review - JLM 30(b)(6) NOD draft.	1.30
	JPS (Terry's / Hester) correspondence; receipt and review - court issued summonses.	0.20
	JPS (Landfill) Receipt and review - revised letter from KS; correspondence with Clients; receipt and review - cases from KS.	0.50
	JPS (Econo Lodge) correspondence with FC.	0.10
	ZLG (Brookwood) Review of documents - draft 30(b)(6) requests from JLM; conference with Judge Parker, JLM and JPS.	1.30
	JLM Prepare for and attend telephone conference hearing re: Motion.	4.20
	AG Draft of documents - memo summary in preparation for teleconference.	2.20
	AG (Brookwood) - conference.	0.80
11/19/2021	JPS (Landfill) Telephone conference with KS and correspondence; review of documents - cases and draft.	0.40
	JPS (Brookwood) Research re: testimonial privilege; correspondence to Mayor and Aldermen.	0.40
	JPS Review of documents - AG letter re: opioid settlement; correspondence to AG office; draft of documents - memo to Clerk; review of documents - MOU.	0.50
	JPS (Terry's/Hester) correspondence.	0.10
11/22/2021	ZLG (Brookwood) - review of documents - Motion and Memo opposing stay.	3.50
	JLM Meeting with Mayor, Fire Chief re: ambulance service.	0.90
	JLM Meeting with Mayor and AH.	0.60
	JLM (Econo Lodge) Conference F. Crisler, prepare for meeting.	0.70
	JPS Receipt and review - reg. code for opioid settlement; correspondence - forward annexation map to BM.	0.20

001-060-601 - GENERAL LEGAL

			HOURS	
11/23/2021	JPS	(Brookwood) Receipt and review - Response to Motion to Stay; correspondence with ES re: 30-day Stay.	0.20	
	JPS	(Econo Lodge) correspondence with F. Crisler.	0.10	
11/29/2021	JLM	Meeting with Chief re: ambulance; receipt and review, documents.	1.40	
	JLM	Correspondence from Chief.	0.20	
	JPS	(Brookwood) Correspondence with ES re: extension to briefing schedule; receipt and review Order and revised Order; correspondence with Court; receipt and review - unopposed Motion; receipt and review - filed Reply to Response to Motion to Stay.	1.50	
	JPS	Receipt and review - answer from AG's office re: opioid; correspondence to PT.	0.20	
11/30/2021	JPS	(Brookwood) Draft of documents / pleading preparation - Order; receipt and review - ES Order; correspondence with Court and Counsel; correspondence with MB; conference with ZLG.	0.80	
	JPS	(Econo Lodge) Correspondence with F. Crisler.	0.10	
	JPS	(Landfill) Receipt and review correspondence from KS; correspondence.	0.20	
		FOR CURRENT SERVICES RENDERED	188.80	29,138.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
Jerry L. Mills	39.70	\$200.00	\$7,940.00
John P. Scanlon	67.60	200.00	13,520.00
Zachary L. Giddy	38.20	150.00	5,730.00
Andrew Garza	43.30	45.00	1,948.50

10/28/2021	(Brookwood) meeting - meals.	24.00
11/30/2021	Photocopy expense through November 30, 2021.	362.50
11/30/2021	Teleconferencing and File Sharing Fees.	45.00
11/30/2021	Lexis Nexis research usage.	309.25
11/30/2021	Postage	1.96
	TOTAL EXPENSES	742.71
	TOTAL CURRENT WORK	29,881.21
	BALANCE DUE	<u>\$29,881.21</u>

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

Mills, Scanlon, Dye & Pittman
800 Avery Boulevard North
Suite 101
Ridgeland, Mississippi 39157

Tax ID# 64-0777372

CITY OF RIDGELAND
POST OFFICE BOX 217
RIDGELAND MS 39158

ATTN: MAYOR GENE MCGEE

Page: 1
12/01/2021
ACCOUNT NO: 500-2000M
STATEMENT NO: 318

001-090-601 - PLANNING & ZONING

			HOURS	
10/27/2021	JPS	Conference with Mayor, AH, K. Heard, WH and ZLG re: Word of Life parcel; conference with JLM.	1.00	
10/29/2021	JPS	Receipt and review packet and correspondence.	0.10	
11/03/2021	JPS	Receipt and review - agenda from JL; correspondence.	0.20	
11/04/2021	JPS	Conference with ZLG and JLM; receipt and review - plats from JL; correspondence.	0.30	
	ZLG	Review of documents - Siqufield zoning appeal; heritage preliminary plat and Countrysrole preliminary plat; review of documents - Zoning Ordinance.	0.50	
	ZLG	Zoning Board meeting.	1.50	
11/16/2021	JPS	Review of documents - 11/4/21 minutes and resolution; correspondence; correspondence with Zoning Board and with JL, KK and AH; review of documents - petitions.	0.30	
	ZLG	Review of documents - Minutes from Zoning BOard meeting; Review of documents - Resolution of Zoning Board on administrative determination.	0.30	
11/18/2021	JPS	Telephone conference with JL; conference with ZLG and JLM and preparation for meeting; correspondence.	0.50	
	ZLG	Review of documents - agenda for P&Z meeting; conference with JLM and JPS re: applications to be heard at P&Z meeting.	1.80	
	ZLG	Attend P&Z meeting.	1.00	
11/24/2021	JPS	Receipt and review - from JL, agenda items and backup for 12/9 meeting; correspondence.	0.30	
		FOR CURRENT SERVICES RENDERED	7.80	1,305.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
John P. Scanlon	2.70	\$200.00	\$540.00
Zachary L. Giddy	5.10	150.00	765.00

TOTAL CURRENT WORK	1,305.00
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BALANCE DUE	<u>\$1,305.00</u>
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ON ALL UNPAID BALANCES

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Tax ID# 64-0777372

CITY OF RIDGELAND
POST OFFICE BOX 217
RIDGELAND MS 39158

ATTN: MAYOR GENE MCGEE

Page: 1
12/01/2021
ACCOUNT NO: 500-4000M
STATEMENT NO: 281

001-100-601 - POLICE

			HOURS	
10/27/2021	JPS	Review of documents - agreement for Chief; conference with ZLG; receipt and review - draft memo; draft of documents/ revise.	0.40	
	ZLG	Review of documents - IPMA HR Agreement.	1.60	
11/17/2021	JPS	Correspondence with Chief; receipt and review- IPMA agreement.	0.20	
11/24/2021	JPS	Correspondence with AG's office re: opioid settlement; review of documents - correspondence.	0.20	
11/29/2021	JPS	Correspondence with JN; review of documents - services agreement; conference with ZLG.	0.30	
11/30/2021	JPS	Conference with ZLG re: Agreement.	0.20	
		FOR CURRENT SERVICES RENDERED	2.90	500.00

	RECAPITULATION		
TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
John P. Scanlon	1.30	\$200.00	\$260.00
Zachary L. Giddy	1.60	150.00	240.00

TOTAL CURRENT WORK 500.00

BALANCE DUE \$500.00

HANDLING CHARGES ACCRUE AFTER THIRTY
(30) DAYS AT THE RATE OF 1.5 % PER MONTH
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Mills, Scanlon, Dye & Pittman
800 Avery Boulevard North
Suite 101
Ridgeland, Mississippi 39157

Tax ID# 64-0777372

CITY OF RIDGELAND
POST OFFICE BOX 217
RIDGELAND MS 39158

ATTN: MAYOR GENE MCGEE

Page: 1
12/01/2021
ACCOUNT NO: 500-7000M
STATEMENT NO: 322

001-201-601 - PUBLIC WORKS

			HOURS	
10/27/2021	JPS	Correspondence with Mayor re: city prohibition from walking on private property; file review; draft of documents / pleadings preparation - memo to Mayor and AH.	1.00	
11/24/2021	JPS	Receipt and review from AH, MOA documents with MDOT; correspondence.	0.30	
		FOR CURRENT SERVICES RENDERED	1.30	260.00
RECAPITULATION				
	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>
	John P. Scanlon		1.30	\$200.00
				TOTAL
				\$260.00
		TOTAL CURRENT WORK		260.00
		BALANCE DUE		<u>\$260.00</u>

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