MEETING OF THE
MAYOR AND BOARD OF ALDERMAN OF THE
CITY OF RIDGELAND, MISSISSIPPI
December 21, 2021
6:00 PM

INVOCATION

PLEDGE OF ALLEGIANCE

CONSIDERATION OF MINUTES FROM PRIOR BOARD MEETING

December 7, 2021

CONSIDERATION OF MINUTES FROM PRIOR WORK SESSION

December 6, 2021

1. AGENDA ITEMS

a) Petition and Application for Conditional Use Permit for Sartain Associates Inc.

2. CONSENT ITEMS

a) Petition and Application for Dimensional Variance for James R. Cobb Sr.

b) Petition and Application for Conditional Use Permit for James W. Hood Family Foundation (441)

c) Petition and Application for Conditional Use Permit for James W. Hood Family Foundation (443)

d) Final Plat - Resubdivision of the Hillview Subdivision

e) Approve Recommendation of Award & Budget Amendment for City of Ridgeland Traffic Signal Safety Equipment Improvements Bids

f) Approve Interlocal Agreement between the City of Ridgeland and City of Jackson Regarding the Rehabilitation of East County Line Road from Wheatley Street to Old Canton Road

g) Approve One Year Agreement with Precision Tech for Time Clock Software and Maintenance

h) Ordinance Vacating Certain Unimproved and Unused Street and RIGHT-Of-WayY

i) Sewer Adjustments

j) Budgetment Amendment Decreasing General Fund Balance $2,501.11 and Increasing Account 001-550-760 $2,501.11 to Pay Taxes on Property Donated by Gupta

k) Authorize Mayor to Execute the Settlement Participation Form for the Opioid Litigation

3. PAYMENT OF CLAIMS

a) 172732 - 173108 and December 17, 2021 Payroll ($2,555,482.84)

4. EXECUTIVE SESSION

ADJOURNMENT

INFORMATION FOR MAYOR AND BOARD

November 2021 Financial Statement

December 2021 Sales Tax Report

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

The Mayor opened the December 7, 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, and City Clerk Paula Tierce. Absent was Alderman Brian Ramsey. The meeting was opened with an invocation by Alderman Wesley Hamlin followed by the pledge of allegiance.

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The Mayor and Board of Aldermen were provided a copy of the City Attorney's statement for services provided through November 30, 2021.

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Next came the recognition of Officer Nicklous Brotherns for being selected "Officer of the Month" for November 2021. Mayor McGee announced that recently Officer Nickous Brotherns became aware of a number of catalytic converter thefts in Ridgeland, which investigators had very few leads to follow. Officer Brotherns reached out to a friend who was a victim of a similar theft in Jackson, where video was available. Officer Brotherns shared the information he gathered with Ridgeland's Criminal Investigation Division in an effort to identify similarities and possibly locate a common suspect between the two jurisdictions. This information led to the arrest of a suspect and cleared six felony cases for our detectives. Mayor McGee thanked Officer Nicklous Brotherns for his service and encouraged him to keep up the hard work.

****

Next came the matter of accepting the Minutes of the November 15, 2021 Work Session and the November 16, 2021 Board of Aldermen meeting. The Minutes were accepted with no corrections noted.

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

a) Petition and Application for Conditional Use Permit for Bayou Daddy's - Ordinance Attached Hereto As Exhibit "A"

b) Interlocal Cooperation Agreement Between Madison County and City of Ridgeland for Funding of Certain Road Improvements Located in the City of Ridgeland - Order Attached Hereto as Exhibit "B"

c) Site Plan/Architectural Review for Bayou Daddy's - 295 Hwy 51 - Order Attached Hereto As Exhibit "C"

d) Petition and Application for Conditional Use Permit for Sukhdev Bedi - Ordinance Attached Hereto As Exhibit "D"

e) Site Plan/Architectural Review for Wilson Hyundai Premier - Order Attached Hereto As Exhibit "E"

f) Petition and Application for Conditional Use Permit for Korean Church in Jackson - Resolution Attached Hereto As Exhibit "F"

g) Truck Route Permit for 100 Woodmont Way (Pool) - Order Attached Hereto As Exhibit "G"

h) Truck Route Permit for 304 Bob White Lane (Storage Building) - Order Attached Hereto As Exhibit "H"

i) Approve Public Works Surplus Items - Resolution Attached Hereto As Exhibit "I

j) Authority to Re-advertise 304 Highway 51 for sale - Order Attached Hereto As Exhibit "J"

k) Authorize Mayor Gene McGee to sign the Professional Services Agreement between the City of Ridgeland and Waggoner Engineering, Inc for Highland Commerce Drive - Order Attached Hereto As Exhibit "K"

l) Reject Bid Received for Freedom Ridge Overhead Net Project - Order Attached Hereto As Exhibit "L"

m) Budget Amendment for the Ridgeland Police Department - Resolution Attached Hereto As Exhibit "M"

n) Declare Surplus Property for the Ridgeland Police Department - Resolution Attached Hereto As Exhibit "N"

o) Sewer Adjustments - Order Attached Hereto As Exhibit "O"

p) Accept November 2021 Privilege License Report - Order Attached Hereto As Exhibit "P"

q) Mississippi State-Local Government Opioid Litigation Memorandum of Understanding - Order Attached Hereto As Exhibit "Q"

r) Set Public Hearing for the Appeal of the Recommendation of the Zoning Board for 300

Hillview Drive - Code Violation - January 4, 2022 - Order Attached Hereto As Exhibit "R"

s) Declare Property Surplus (Recreation & Parks) - Resolution Attached Hereto As Exhibit "S"

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

Vote: Aye(s): None
Nay(s): None
Absent: Alderman Brian Ramsey

The Mayor then declared the Motion carried.

****

There being no further business before the Board of Alderman, the Mayor adjourned the meeting at 6:05 p.m.

WITNESS MY SIGNATURE, this the 9th day of December, 2021.

GENE F. MCGEE, MAYOR

ATTEST:

PAULA TIERCE, CITY CLERK

CITY OF RIDGELAND, MADISON COUNTY, MISS. CORPORATE 1899 SEAL

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

The Mayor opened the work session of December 6, 2021 of the Mayor and Board of Aldermen. Present were Alderman Bill Lee, Alderman D. I. Smith, Alderman Ken Heard, Alderman Kevin Holder, City Attorney John Scanlon, and City Clerk Paula Tierce. Absent were Alderman Wesley Hamlin, Alderman Chuck Gautier, and Alderman Brian Ramsey.

The Mayor introduced Boy Scout Troop 1 from St. Andrews and St. James who were present working on their Communication merit badge.

The Mayor presented the proposed agenda, which is attached hereto as Exhibit "A".

(Alderman Chuck Gautier joined the meeting at 6:03 p.m. during the discussion of item "e" under the Consent Agenda.)

Each item was discussed with no action being taken by the Mayor & Board of Aldermen.

The meeting concluded at 6:12 p.m.

WITNESS MY SIGNATURE, this the 9th day of December, 2021.

GENE F. MCGEE, MAYOR

ATTEST:

Paula Tierce, City Clerk

CITY OF RIDGELAND, MADISON COUNTY, MISS.
CORPORATE
1899
SEAL

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

PETITION AND APPLICATION FOR CONDITIONAL USE PERMIT

(Official Form February 2014)

COMES NOW, SARTAIN ASSOCIATES INC., (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 SARTAIN ASSOCIATES INC. (hereinafter referred to as "Petitioner").
2. The Petitioner's mailing address is 1 LAWS CROSSING MADISON MS. 39110 _____ and the Petitioner's attorney or representative's mailing address is N/A.
3. The Petitioner's phone number is 601-720-0376 and the Petitioner's attorney's phone number is (if applicable) N/A.
4. The record title holder of the property is SARTAIN ASSOCIATES INC, 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 N/A

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: _____

Ridgeland, Mississippi 39157

(and/or) Tax Parcel ID Number(s): 072H-33C-100/03.00
072H-33C-100/05.00
072H-33C 100/06.00

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 MU-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 340.3 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: DETACHED SINGLE FAMILY RESIDENTIAL AS PER R-4 ZERO LOT LINE DISTRICT.

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?

    Single FAMILY DETACHED DWELLINGS ADJOIN PROPERTY TO THE NORTH. MULTIFAMILY APARTMENTS ADJOIN PROPERTY TO EAST & WEST.

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

    ZERO SCHOOL TRAFFIC IMPACT. OVERALL LIMITED IMPACT ON TRAFFIC DUE TO AGE RESTRICTED NEIGHBORHOOD.

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?

NEIGHBORHOOD ENTRANCE IS LOCATED ON THE EASTERNLY PORTION OF PROPERTY, APPROXIMATELY 500' FROM INTERSECTION OF WILLIAMS BLVD & OLD CANTON ROAD. THIS MITIGATES ANY ISSUES FOR ADEQUATE STACKING OF VEHICLES AT INTERSECTION. A GATED EMERGENCY EXIT/ENTRANCE FOR FIRE PROTECTION IS LOCATED ON OLD CANTON ROAD.

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

EACH DWELLING WILL HAVE 2 CAR GARAGE w/ HARDSURFACE DRIVEWAY. TYPICAL RESIDENT WILL HAVE 1 to 2 VEHICLES. SHORT TERM PARKING FOR GUEST WILL PARK IN DRIVEWAY.

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'?

NO NEIGHBORHOOD REFUSE STORAGE AREAS.

RESIDENTS WILL STORE GARBAGE CANS IN GARAGE

& WILL ONLY BE VISIBLE ON COLLECTION DAYS

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

40' BUFFER WILL BE MAINTAINED AROUND THE

PERIMETER OF PROPERTY. THIS WILL HELP COMBAT

EROSION & DRAINAGE ISSUES. RETENTION AREA WILL BE ESTABLISHED TO CONTROL ON SITE STORMWATER & PASS THRU STORMWATER FROM ADJOINING PROPERTY.

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

ALL UTILITIES AVAILABLE AS PER RIDGELAND

PUBLIC WORKS.

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

SIGNAGE LIGHTING WILL BE LOW INTENSITY & AT GROUND LEVEL. STREET LIGHTING WILL BE PROVIDED AS PER ENTERGY MS. GUIDELINES.

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

YES / DIM. VARIANCE REQUESTED

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

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

NEIGHBORHOOD WILL BE GATED WITH PERIMETER FENCING AROUND PROPERTY.

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

NO NEGATIVE IMPACTS ON PUBLIC FACILITIES

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

NO NEGATIVE OR ECONOMIC IMPACTS NOTED.

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

NONE

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

NONE

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,

Brian Sylvain Pres.
PETITIONER

10-6-2021
DATE

PREPARED BY:
Don A. McGraw, Jr. - MSBN 2621
Montgomery McGraw, PLLC
P. O. Box 1039
Canton, MS 39046
601-859-3616

RETURN TO:
Don A. McGraw, Jr.
Montgomery McGraw, PLLC
P. O. Box 1039
Canton, MS 39046
601-859-3616

INDEXING: SE 1/4 §32 and SW 1/4 §33, T7N, R2E, Ridgeland, Madison County, Mississippi.

STATE OF MISSISSIPPI
COUNTY OF MADISON

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 which is hereby acknowledged, the undersigned:

GRANTORS:
MAYA PROPERTIES, LLC, a Mississippi limited liability company
33 W. Andrews Drive NW
Atlanta, GA 30305
Phone: 404-218-8989

and

DOUBLE TREE PROPERTIES, LLC, a Mississippi limited liability company
745 Nottinghill and Drive
Oxford, MS 38655
Phone: 662-801-8229

do hereby sell, convey and warrant unto

GRANTEE:
SARTAIN ASSOCIATES, INC., a Mississippi corporation
1 Laws Crossing
Madison, MS 39110
Phone: 601-720-0376

Y

the following described land and property situated in Ridgeland, Madison County, Mississippi, to wit:

SEE EXHIBIT "A" ATTACHED HERETO

WARRANTY OF THIS CONVEYANCE is subject to the following exceptions, to wit:

1. City of Ridgeland and County of Madison, Mississippi, ad valorem taxes for the year 2021, which are liens, but are not yet due or payable which shall be pro rated to the date hereof.

2. City of Ridgeland, Mississippi, Zoning and Subdivision Regulations Ordinance, as amended.

3. Reservations, conveyances and/or leases of record in regard to the oil, gas and other minerals lying in, on and under the subject property.

4. Rights-of-way and easements for roads, power lines and other utilities and restrictive covenants of record.

WITNESS OUR SIGNATURE this the 8th day of July, 2021.

MAYA PROPERTIES, LLC
a Mississippi limited liability company

By: Caroline Wallace
Caroline Wallace, Manager

DOUBLE TREE PROPERTIES, LLC
a Mississippi limited liability company

By: *see page 3 for signature*

STATE OF ~~GEORGIA~~ N.C.
COUNTY OF JACKSON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 8 day of July, 2021, within my jurisdiction, the within named **Caroline Wallace,** who acknowledged that she is **Manager of Maya Properties, LLC, a Mississippi limited liability company,** and that for and on behalf of the said corporation, and as its act and deed she executed the above and foregoing instrument after first having been duly authorized by said corporation so to **do.**

NOTARY PUBLIC

MY COMMISSION EXPIRES:
12-08-24
(SEAL)

Henry Thomas Mennecke
NOTARY PUBLIC
Transylvania County, NC
My Commission Expires 12-08-24

WITNESS OUR SIGNATURE this the 7th day of July, 2021.

DOUBLE TREE PROPERTIES, LLC
a Mississippi limited liability company

By: _____
Jennifer Ford, Manager

STATE OF MISSISSIPPI
COUNTY OF Lafayette

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 7th day of July, 2021, within my jurisdiction, the within named **Jennifer Ford**, who acknowledged that she is **Manager of Double Tree Properties, LLC, a Mississippi limited liability company**, and that for and on behalf of the said corporation, and as its act and deed she executed the above and foregoing instrument after first having been duly authorized by said corporation so to do.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES:
07/30/2024
(SEAL)

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 102962
GLORIA NICKS
Commission Expires
July 30, 2024
LAFAYETTE COUNTY

\\Mmc-dc01\MMCLAW\MMCO\DAMP\[ACTIVE CASES]\[WD 2021]\Maya Properties and Double Tree Properties to Sartin Associates Inc, Madison Co - WD 7.6.21 BW.wpd
File#2021-00448

Tract I:

A tract of land containing 16.860 acres situated in Sections 32 and 33, T7N-R2E, Ridgeland, Madison County, Mississippi and being more particularly described as follows:

Commence at the Northeast corner of the Southeast ¼ of the Southwest ¼ of said Section 33 and run South for a distance of 50.92 feet; thence South 89 degrees 33 minutes 10 seconds West for a distance of 1776.81 feet to the Southeast corner of and the Point of Beginning for the property herein described; continue thence South 89 degrees 33 minutes 10 seconds West for a distance of 1247.87 feet to the Eastern Right-of-Way Line of Old Canton Road; run along said Eastern Right-of-Way Line the following courses: North 27 degrees 14 minutes 57 seconds East for a distance of 466.70 feet; thence South 62 degrees 45 minutes 03 seconds East for a distance of 5.00 feet; thence North 27 degrees 14 minutes 57 seconds East for a distance of 66.19 feet to the beginning of a curve to the left; thence Northerly, counterclockwise along the arc of said curve for a distance of 258.81 feet to the Southern Right-of-Way Line of William Boulevard, said curve having a central angle of 09 degrees 40 minutes 49 seconds, a radius of 1531.86 feet and a chord bearing of North 22 degrees 24 minutes 32 seconds East for a distance of 258.51 feet; run along said Southern Right-of-Way Line the following courses: South 73 degrees 55 minutes 43 seconds East for a distance of 125.91 feet; thence North 16 degrees 04 minutes 17 seconds East for a distance of 10.00 feet; thence Easterly, counterclockwise along the arc of said curve for a distance of 346.13 feet to the point of tangency, said curve having a central angle of 26 degrees 44 minutes 55 seconds, a radius of 848.51 feet and a chord bearing of South 87 degrees 18 minutes 13 seconds East for a distance of 392.54 feet; thence North 79 degrees 19 minutes 17 seconds East for a distance of 336.53 feet to the beginning of a curve to the right; thence Easterly, clockwise along the arc of said curve for a distance of 77.92 feet, said curve having a central angle of 04 degrees 12 minutes 23 seconds, a radius of 1061.35 fee and a chord bearing of North 81 degrees 25 minutes 28 seconds East for a distance of 77.90 feet; leaving said Southern Right-of-Way Line of William Boulevard, run thence South 01 degrees 46 minutes 54 seconds West for a distance of 731.32 feet to the Point of Beginning.

EXHIBIT "A"

Tract II:

A fraction of the Southwest Quarter of Section 33, Township 7 North, Range 2 East, Madison County, Mississippi. This fraction contains 12.524 acres, more or less, and is described in more detail as follows:

Starting at the Northeast Corner of the Southeast Quarter of the Southwest Quarter of said Section 33, run thence Due South a distance of 50.92 feet to a point; thence South 89°33'10" West a distance of 1776.81 feet to a point; thence North 01°46'54" East a distance of 791.91 feet to an iron pin set in concrete on the North right of way of William Boulevard marking the point of beginning of this description.

From this point of beginning, run thence South 79°19'17" West along said right of way a distance of 91.02 feet to an iron pin set in concrete; thence South 79°19'17" West along said right of way a distance of 336.53 feet to an iron pin set in concrete at the PC of a 788.51 foot radius right of way curve to the right; thence along said curve an arc distance of 368.13 feet, said curve having a chord bearing of North 87°18'13" West and a chord distance of 364.80 feet, to an iron pin set in concrete; thence North 16°04'17" East along said right of way a distance of 10.00 feet to an iron pin set in concrete; thence North 73°55'43" West along said right of way a distance of 125.90 to a point at the PC of a 1546.86 foot radius curve to the left; thence along said curve and leaving said right of way an arc distance of 382.99 feet, said curve having a chord bearing of North 07°29'48" East and a chord distance of 382.01 feet, to a point; thence North 00°24'15" East a distance of 200.51 feet to a point; thence North 89°22'39" East a distance of 870.02 feet to a found iron pin; thence South 01°46'54" West a distance of 575.02 feet to the point of beginning.

Tract III:

Commencing at the Northwest corner of the Southwest quarter of Section 33, Township 7 North, Range 2 East, Madison County, Mississippi, run thence South 88 degrees 18 minutes East for a distance of 29.7 feet to the East right-of-way line of the Old Canton Road, as said road is now (march 1978) laid out and established, run thence South along the East right-of-way of Old Canton Road a distance of 110 feet, turn thence left and run South 88 degrees 18 Minutes East for a distance of 520 feet to the point of beginning; continue thence South 88 degrees 18 minutes East for a distance of 80 feet to a point; run thence South 1 degree 17 minutes West for a distance of 350 feet to a point; run thence North 88 degrees 18 minutes West for a distance of 80 feet ; turn thence right and run North 1 degree 17 minutes West for a distance of 350 feet to the point of beginning, said parcel containing some 28,000 square feet, more or less.

THIS PROPERTY OWNERSHIP MAP IS FOR TAX PURPOSES ONLY.
IT IS NOT INTENDED FOR CONVEYANCES NOR IS IT A LEGAL SURVEY.
THIS MAP WAS PREPARED BY:

TRI-STATE CONSULTING SERVICES, INC

411 CHURCH AVE
PHILADELPHIA, MS 39350
PH: (601)656-5345

105 SOUTH 4TH ST
GALLOWAY, AL 35095
PH: (205)338-3568

LEGEND

- COUNTY LINE
- CORPORATION LINE
- TOWNSHIP, RANGE LINE
- SECTION LINE
- PROPERTY LINE
- TAX DISTRICT LINE

PARCEL NUMBER	15
ACREAGE	2.4 AC
SUBDIVISION LOT NUMBER	23
DIMENSION	190'
SUBDIVISION BLOCK	3

072H33C

1/4 SECTION

B	A
C	D

TOWNSHIP LOCATOR

COUNTY LOCATOR

MADISON COUNTY, MISSISSIPPI

SECTION	33
TOWNSHIP	7N
RANGE	2E

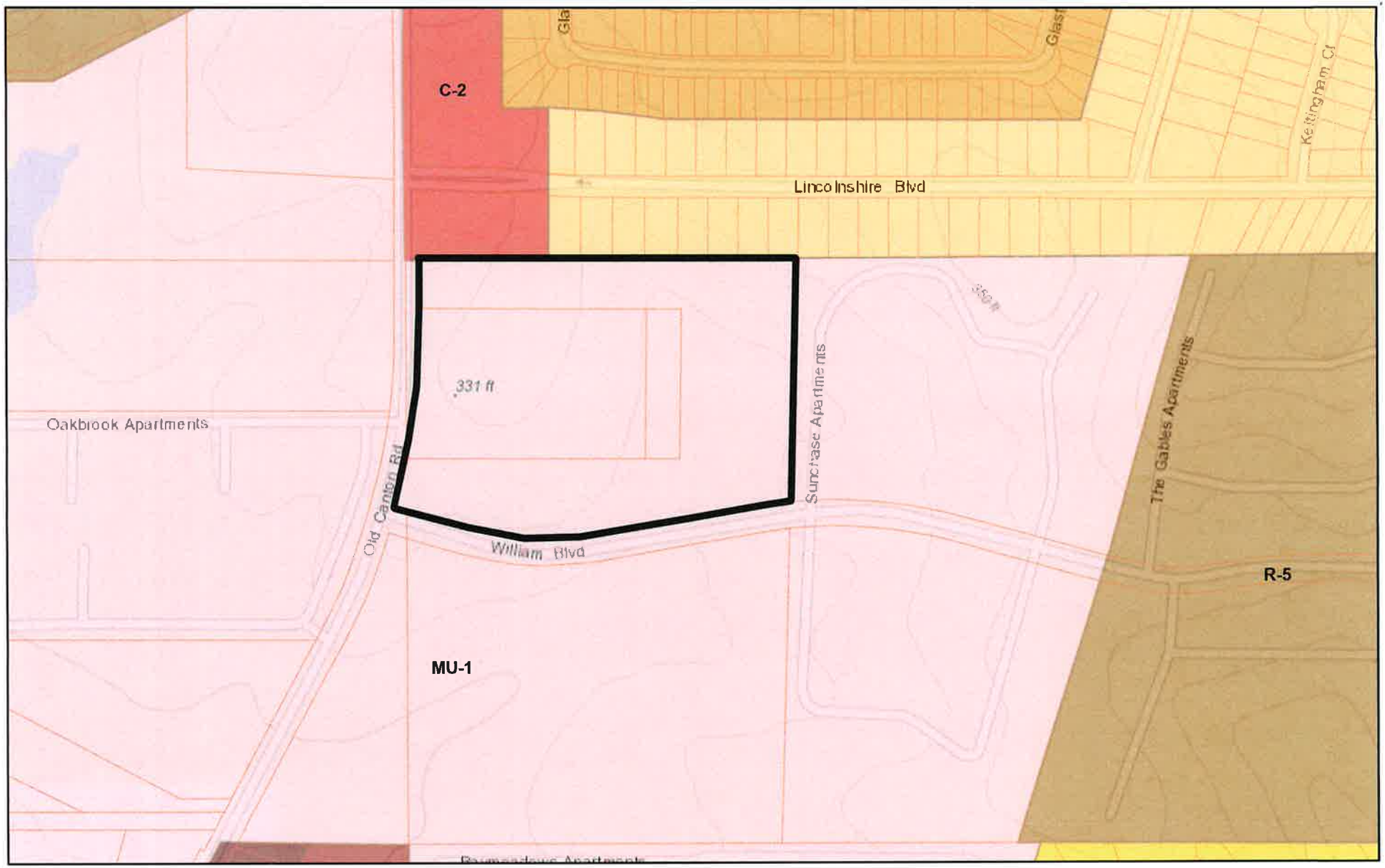
DATE OF PHOTOGRAPHY
JANUARY-MARCH, 2014

0' 100' 200'
SCALE: 200'

N

MAP: 072H33C

ArcGIS Web Map



10/26/2021, 9:31:47 AM

Zoning

R-2 R-3 R-4A R-5 MU-1 C-2 C-2A C-3 City_Limits

Parcels

Addresses

1:4,514

0 0.03 0.07 0.13 mi

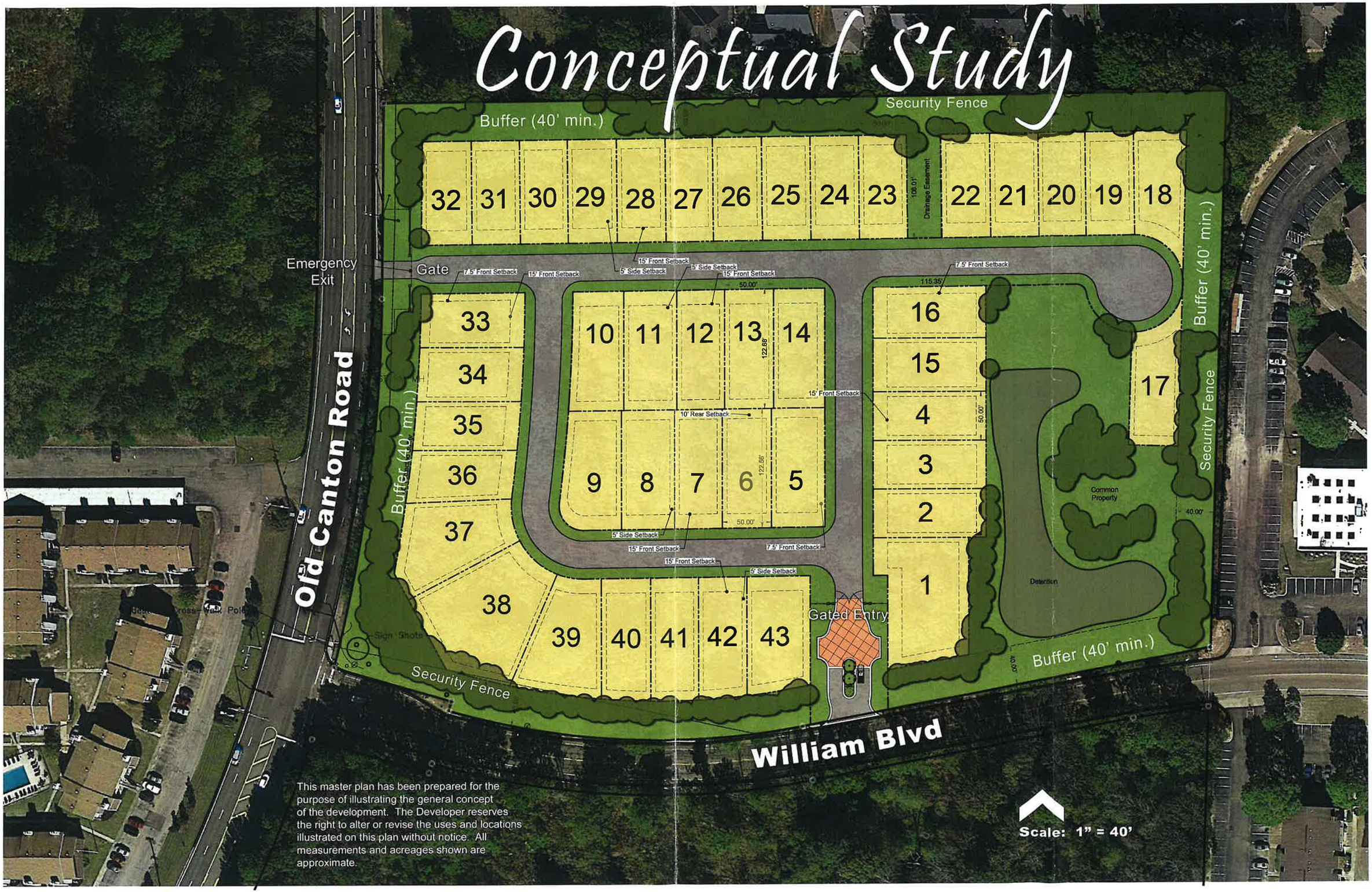
0 0.05 0.1 0.2 km

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

ArcGIS Web AppBuilder

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

Conceptual Study



This master plan has been prepared for the purpose of illustrating the general concept of the development. The Developer reserves the right to alter or revise the uses and locations illustrated on this plan without notice. All measurements and acreages shown are approximate.

DRAFT

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR [redacted]

THIS DECLARATION made on this the _____ day of _____, 2019, by **SARTAIN ASSOCIATES, INC., a Mississippi Corporation** (the "Declarant");

WITNESSETH:

WHEREAS, the Declarant is the owner of certain real Property located in [redacted], Mississippi, being more particularly described in **Exhibit "A"** attached hereto; and desires to create and develop a residential community thereon with designated common areas, for the benefit of the community, hereinafter referred to as the "Property".

WHEREAS, the Declarant desires to provide for the preservation of the values in said community and for the maintenance of certain areas as may be designated by the Owners and, to this end, desires to subject property to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said Property and each owner thereof; and

WHEREAS, the primary purpose of these covenant and the foremost consideration in the origin of same has been the creation of a residential community which is aesthetically pleasing and functionally convenient, Declarant has deemed it desirable for the efficient preservation of the values in said community, to provide for an agency to which would be delegated and assigned the powers of administering and enforcing the covenants and restrictions and collecting and disbursing the assessment and charges hereinafter created; and

NOW THEREFORE, Declarant declares the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I.
DEFINITIONS

The following words when used herein in this Declaration or any supplemental Declaration (unless the context shall otherwise prohibit) shall have the following meanings:

(a) "Assessments" shall mean a lot Owner's share of the common expenses from time to time assessed such lot owner by the Association. Assessment or Assessments refer to annual, replacement or special assessment or any combination thereof.

(b) "Association" shall mean and refer to the Cornerstone Homeowners Association, Inc., a non-profit corporation, incorporated under the laws of the State of Mississippi for the purpose of effecting the intents and objectives herein set forth, its successors and assigns.

(c) "Board of Directors" or the "Board" shall mean and refer to the Board of Directors of the Association.

(d) "Bylaws" shall mean the bylaws of the Association as they exist from time to time.

(e) "Common Area" shall mean all real property, and any improvements thereon owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association a the time of the conveyance of the first lot shall be all of the property less and except all platted and numbered lots and streets as shown on the sub-division plat of [redacted], on file and of record in the office of the Chancery Clerk of Madison County, Mississippi.

(f) "Common Facilities" shall mean all buildings and improvements constructed on any portion of the Common Area.

(g) "Declarant" shall mean and refer to **Sartain Associates, Inc., a Mississippi Corporation,** its successors and assigns.

(h) "Declaration" shall mean this instrument as it may be from time to time amended.

(I) "Dwelling" shall mean a residential dwelling house.

(j) "Green Space" shall mean certain portions of Common Area which are designated to be maintained in its natural condition so that the natural, scenic, and recreational resources, soils, wetlands, wildlife, game and migratory birds currently in evidence at Cornerstone may be maintained and enhanced. Such areas are designated as such on the recorded plat. Any Green Space could be used as common ground.

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

(l) "Lot" shall mean and refer to any plot or tract of land shown upon the recorded subdivision map or plat of the Property, exclusive of the Common Area, which is designated as a lot therein and which is, or will be improved with a residential dwelling.

(m) "Member" shall mean and refer to each Owner as provided herein in Article III.

(n) "Mortgagee" shall mean a bank, savings and loan association, insurance company, mortgage company, real estate investment trust, recognized institutional type lender or its loan correspondent, agency of the United States government, Federal National Mortgage Association, Home Loan Mortgage Corporation or individuals, which owns or which is the holder of a recorded first mortgage.

(o) "Owner" or "Property Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee or undivided fee interest in any Lot which is part of the Properties, including contract sellers, but excluding those persons or entities who hold an interest merely as security for the performance of an obligation.

(p) "Person" shall mean an individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof, including Declarant.

(q) "Property" or "Properties" shall mean and refer to the real property now or hereafter made subject to this Declaration.

(r) "Recorded First Mortgage" shall be deemed to mean a mortgage or Deed of Trust, properly recorded in the office of the Chancery Clerk of Madison County, Mississippi, or other public Office designated by the Statutes and Laws of the State of Mississippi for the recording of Mortgages the lien of which is prior, paramount and superior to the lien of all other mortgages and deeds of trust.

ARTICLE II.
PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment.

Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

The intention of this property is for it to be an age-restricted residential community as described below. The Declarant will refer enforcement of this right to the Homeowners Association. If the Homeowners Association fails to enforce the Covenants the Declarant will be held harmless by the Homeowners Association.

[redacted] is intended to provide housing for persons 55 years of age or older. Each dwelling shall be occupied by at least one person 55 years of age or older (qualifying occupant). No person under 19 years of age shall reside in any dwelling for more than 90 days in any calendar year. The provisions for age restriction are in accordance with the Federal Fair Housing Act, as codified in 42 U.S.C.A. Sec 3607.

The Property shall be operated as an age-restricted community in compliance with all applicable federal and state laws. In the event that any qualifying occupant dies or otherwise ceases to reside in the unit, the unit may be occupied by such persons, cohabitant or successor in title to the extent permitted by applicable federal and state laws regarding age-restricted communities and provided that at no time shall less than eighty (80%) percent of the dwellings subject to this Declaration be occupied by single families where at least one member of the family is a qualifying occupant, (at least one person who is 55 years of age or older). The Board may establish policies and procedures from time to time as necessary to maintain Cornerstone status as an age-restricted community under federal and/or state law and any amendments or additional requirements imposed by federal and/or state law. The Association shall provide, or contract for the provision of, those facilities and services designed to meet the physical and social needs of older person as may be required under such laws.

(a) The right of the Association, acting by and through its Board of Directors, to levy reasonable admission and other fees for the use of any Common Facilities, if constructed by the Homeowners Association, situated upon the Property by the Members and their families, tenants and guests; provided, however, that any such fees shall be charged on a uniform basis for each Member; and

(b) The right of the Association, acting by and through its Board of Directors, to suspend any Member's voting rights and any Member's rights to use the Common Areas and Common

Facilities (except rights to use streets, roadways and parking areas, which latter rights shall not be subject to suspension for any reason) for any period during which any assessment remains unpaid and for any period not exceeding sixty (60) days for each infraction of any of the published rules and regulations of the Association; and

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless two-thirds (2/3rds) of each class of then Member of the Association consent to such dedication, transfer, purpose and conditions, at a special meeting of the Members duly called for such purpose or an instrument agreeing to such dedication or transfer signed by two-thirds (2/3rds) of each class of Members has been recorded, and

(d) The right of the Association, in accordance with its Charter of Incorporation and By-Laws, to borrow money for the purpose of improving Common Areas and Common Facilities in a manner designed to promote the enjoyment and welfare of the Members, and in aid thereof to mortgage any of the Common Areas and Common Facilities, provided, however, that no such borrowing shall be done and no such mortgage shall be executed unless and until same has been approved by the vote of at least two-thirds (2/3rds) of each Class; and

(e) The right of the Association, acting by and through its Board of Directors, to take such steps as are reasonably necessary to protect the property of the Association against mortgage default and foreclosure; provided, however, that any such steps are in conformity with the other provision of this Declaration; and

(f) The right of the Association, acting by and through its Board of Directors, to adopt reasonable rates respecting use of the Common Areas and Common Facilities to reasonably limit the number of guests of Members who may use any facilities on the Property; and

(g) The right of the Association, acting by and through its Board of Directors, to grant licenses, rights-of-way and easements for access or for the construction, reconstruction, maintenance and repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, the Developers or any other person, provided, however, that no such licenses, rights-of-way or easements shall be unreasonably and permanently inconsistent with the rights of the Members to use and enjoyment of the Common Areas and Common Facilities; and

(h) The right of the Association, acting by and through its Board of Directors, to open the Common Areas and Common Facilities, or any portions thereof, to a wider group of persons, all for such purposes and on such basis as the Board of Directors may from time to time consider appropriate; and

(I) The rights of the Owners of Lots to perpetual easements over and upon any of the Common Areas and Common Facilities for such portions of their dwellings that may overhang or otherwise encroach upon any of the Common Areas or Common Facilities, for support, for the purpose of necessary repairs and maintenance , for maintenance of reasonable appurtenances to the dwellings, and for reasonable ingress and egress to and from any

dwelling through and over the Common Areas and Common Facilities; and

(j) The right of each Member to use the streets, roadways, and vehicular parking areas situated upon the Common Areas and Common Facilities; provided, however, that each Member shall comply in all respects with all supplementary rules and regulations which are not inconsistent with the provisions of this Declaration and which the Board of Directors of the Association may from time to time adopt and promulgate with respect to parking and traffic control upon the Common Areas and Common Facilities.

(k) The right of both Declarant and the Association, acting by and through its Board of Directors, to dedicate or grant to the [redacted] governmental authority having jurisdiction over the Property, the streets and rights-of-way as shown on the recorded plat of [redacted]nd all additions thereto as annexed pursuant to the provisions of this Declaration. The dedication [redacted] must be approved by the Declarant for it to be effective. In the event that said streets and rights-of-way have not been dedicated to the [redacted] governmental authority having jurisdiction over the property, the Association shall have the right to dedicate said streets and rights-of-way to such governmental authority at such time that such authority will accept the dedication thereof and agree to maintain the streets and right-of-ways as public streets.

Section 2. Rights Not Subject to Suspension.

Notwithstanding anything in this Declaration to the contrary, the Association shall have no authority to suspend, either temporarily or permanently, any of the rights specified in sub-paragraphs (I) and (j) of Section 1. of this Article II for any reason whatsoever.

Section 3. Delegation of Use.

Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the Members of his family who reside permanently with him, his tenants, or contract purchasers who reside on the Property and guests, all subject to such reasonable rules and regulations as the Board of Directors of the Association may adopt and uniformly apply and enforce.

ARTICLE III.
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership.
The Members of the Association shall be and consist of each and all of the following, to-wit:

(a) Every person who is, or who hereafter becomes, an Owner of record of the fee title to a Lot. The expression "owner of record of the fee title to a Lot" shall include a contract seller of any such Lot, but shall not include any person who owns such title solely as security for the performance of an obligation or payment of a debt.

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

Class A. Class A Members shall be Members with the exception of the Declarant. Class A Members shall be entitled to one vote for each Lot owned. When more than one person or entity holds an interest or interests in any Lot, all such person shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to thirty (30) votes fo reach Lot owned except as restricted under Section 2 hereof. When the total votes outstanding in the Class A to membership equal the votes outstanding in the Class B membership, then the Class B membership shall cease and be converted in to Class A membership.

Section 2. Voting Rights.

Each Member shall have one (1) vote in the election of each officer of the Association. For all other purposes, the voting rights of the Members shall be by class of membership, and shall be as follows, to-wit:

(a) Class A Members. Each person, other than the Declarant, who is or who hereafter becomes the Owner of a Lot shall be a Class A Member of the Association. Class A Members shall be entitled to one (1) vote for each Lot owned.

(b) Class B Members. The Declarant and its successors or assigns shall be entitled to 30 votes for each lot owned, until such time as Declarant has sold all of Declarant's lots in Cornerstone.

Section 3. Memberships Appurtenant to Real Property.

In every case, the membership of both Class A and Class B Members shall be appurtenant to the ownership of a Lot and/or property in Cornerstone. A membership shall not be held, assigned, transferred, pledged, hypothecated, encumbered, conveyed or alienated in any manner except in conjunction with and as an appurtenance to the ownership, assignment, transfer, pledge, hypothecation, encumbrance, conveyance, or alienation of the Lot to which the membership is appurtenant.

Section 4. Termination and Reinstatement of Class B Members.

If on any one or more occasions all Class B membership should be terminated, and if after any such termination the Declarant, by annexation to the Property in accordance with the Declaration, should add additional property to the Property theretofore subject to the Declaration, then on each such occasion the status of the Declarant as the Class B Member shall be fully reinstated, and following each such occasion the Declarant, or the nominee or nominees, if any, of the Declarant, shall continue to be the Class B Members until such time as the votes outstanding of Class A and Class B Members resulting from the newly added property has been equalized. At such time, the Class B Membership resulting from such addition shall cease and be converted to Class A membership. Following each such reinstatement of the Class B Membership, and for so long thereafter as the Class B Membership shall continue to exist, the Declarants, and the nominee or nominees, if any, of the Declarants, shall have all rights and powers of Class B Membership, as herein prescribed.

Section 5. Other Voting Provisions.

If the fee title to a particular Lot is owned of record by more than one person or entity, then the vote appurtenant to such Lot may be exercised by any one of the fee owners thereof, unless the other owner or owners of such fee title shall object prior to the completion of voting upon the particular matter under consideration. In the case of any such objection , the vote appurtenant to said Lot shall not be counted.

ARTICLE IV.
COVENANTS FOR ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessments.

Declarant, for each Lot owned by him within the Properties, hereby covenants and agrees, and each Purchaser of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenants and agree, to pay the Association:

(a) Annual maintenance assessments or charges for purposes set forth in Article IV, Section 2.

(b) Special assessments for capital improvements as set forth in Article IV, Sections 4 such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual maintenance and special individual assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the continuing personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents of the Properties, and particular for the improvement and maintenance of the Common Areas; and for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of the Common Area, including but in no way limited to the following:

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

(b) The cost of necessary management and administration of the Common Areas and Common Facilities, including fees paid to any managing agents.

(c) Constructing and maintaining an aesthetically pleasing common entranceway to the common entrance to the property.

(d) The amount of all taxes and assessments levied against the Common Areas and Common

Facilities.

(e) The cost of fire and extended coverage and liability insurance on the Common Areas and Common Facilities and the Cost of such other insurance as the Association may place in force with respect to the Common Area and Common Facilities.

(f) The cost of garbage and trash collections to the extent provided by the Association, and of utilities and other services which may be provided by the Association whether for the Common Areas and Common Facilities or for the Lots, or both.

(g) The cost of maintaining, replacing, repairing and landscaping the Common Areas and Common Facilities (including, without limitation, the cost of maintaining, replacing and repairing the sidewalks, streets, other than those accepted by Madison County, Mississippi for maintenance) and open areas in the Property, and the cost of such equipment as the Board of Directors shall determine to be necessary and proper in connection therewith.

(h) The cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and a reserve for replacement.

Section 3. Maximum Annual Assessment.

Until January 1st of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment shall be Five hundred dollars ($500.00) per Lot. There shall be an additional, one time assessment of Fifty dollars ($50.00) due at the time of the first annual assessment.

(a) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3rds) of each Class of members who voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(d) Any lot owned by Declarant shall not be subject to any annual or special assessment. Any lot purchased by a Homebuilder shall not be subject to annual assessment until 180 days after purchase.

Section 4. Special Assessments

(a) Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair

or replacement of capital improvement upon the Common Area including, fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

(b) Special Assessments for Work Performed by Declarant or Association. The Association is hereby authorized to access any Lot for cost of all work or activity performed on any such Lot pursuant to Article VII, Section 4 or Article X, Section 15.

Section 5. Notice and Quorum of Any Action Authorized Under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Annual and Special Assessments.

Both annual and special assessments for capital improvements must be fixed at a uniform rate for all Lots and shall be payable as set forth in Section 7. Unless two-thirds (2/3rds) of each class of Members and their respective first mortgages (and if their interest be affected, the Federal National Mortgage Association, Federal Housing Administration and the Veterans Administration) have given prior written approval, the Board of Directors of the Association shall not change the pro rata interest or obligations of any Lots (or Owner thereof) for the purpose of levying annual and special capital assessments and charges. The Association may add to the assessments to an individual Lot Owner such additional maintenance expense as may be required to care for such Owner's yard to the extent the extra expense is due to special or extraordinary landscaping beyond that which is normal among the other Owners.

Section 7. Date of Commencement of Assessments: Due Dates.

The annual assessments provided for herein shall commence on the date of title transfer. The first assessment shall be prorated as of the date of title transfer, and annual assessments shall be due on January 1st of each year thereafter.

Section 8. Duties of the Board of Directors with Respect to Assessments.

(a) The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association.

(b) Written notice of the assessment shall thereupon be delivered or mailed to every owner subject thereto.

(c) The Board of Directors shall upon demand at any time furnish to any owner liable for said

assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Said certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of such certificate.

Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association.

(a) If any assessment or any part thereof is not paid on the date(s) when due, then the unpaid amount of such assessment shall, together with such interest thereon and cost of collection thereof as hereinafter provided, become a continuing lien on the Lot of the non-paying Owner, which lien shall be binding upon such Lot and the Owner thereof, his heirs, executors, devisees, personal representatives and assigns. The Association shall have the right to reject partial payments of an assessment and demand the full payment thereof. The obligation of the then existing Owner to pay such assessment, however, shall remain his personal obligation and shall not be extinguished by transfer of title. The lien for unpaid assessments shall be unaffected by any sale or assignment of a Lot and shall continue to be in full force and effect. No Owner may waive or otherwise escape liability for the assessment provided herein by abandonment of his Lot.

(b) The Association shall give written notification to the holder(s) of the mortgage on the Lot of the non-paying Owner of such Owner's default in paying any assessment when such default has not been cured within sixty (60) days, pursuant to Article XIII, Section 7 of the Declaration.

(c) If any assessment or part thereof is not paid within forty (40) days after the delinquency date, the unpaid amount of such assessment shall bear interest from the date of delinquency at the maximum interest rate per annum which can be charged to individuals and the Association may, at its election, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the Property subject thereof after giving Notice to the Holder of any Recorded First Mortgage as set out in Article XIII. There shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action and/or all costs of foreclosure, including a reasonable attorney's fee.

Section 10. Reserves for Replacements.

The Association shall establish and maintain a reserve fund for replacements of the Common Areas and Common Facilities, and shall allocate and pay to such reserve fund whatever amount may be designated from time to time by the Board of Directors. Amounts paid into such fund shall be conclusively deemed to be a common expense of the Association, and all such amounts may be deposited in any banking institution, or, in the discretion of the Board of Directors, may be invested in obligations fully guaranteed as to principal by, the United States of America. The reserve for replacements is for the purpose of affecting the replacement of the Common Areas and Community Facilities, for major repairs to any sidewalk ,parking areas, streets or roadways on the Property, for such equipment replacement, and for startup expense and operating contingencies of a nonrecurring nature related to the Common Areas and Community Facilities. The Association may establish such other reserve for such other purpose as the Board of Directors may from time to time consider to be; necessary or appropriate. The proportional interest of each ember in any such reserves shall be considered an appurtenance to his Lot, and shall not be withdrawn, assigned or transferred separately from otherwise than as an appurtenance to the Lot to which it appertains, and shall be deemed to be transferred with such Lot.

Section 11. Subordination of the Lien to Mortgages.

The lien of the Assessments provided herein shall be subordinate to the lien of any Recorded First Mortgage. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lien thereof shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

Section 12. Exempt Property.

The following Property subject to this Declaration shall be exempt from the assessments, charges, and liens created herein:

(a) Any properties dedicated and accepted by local public authority and devoted to public use.

(b) All areas unplatted or reserved by Declarant on the recorded plat of the property.

ARTICLE V.
GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION

Section 1. Powers and Duties.

The Board of Directors shall have all the powers, authorities, and duties necessary or appropriate for the management and administration of the affairs of the Association, and in managing and administering such affairs, the Board of Directors shall have all the power and authority to do all acts and things except those which by law or by the Declaration or by the Charter or by the By-Laws may be exercised and done only by the Members. The powers, authorities and duties of the Board of Directors shall include, but shall not be limited to, the following:

(a) To provide for the care, upkeep and surveillance of the Common Areas and Community Facilities and services in a manner consistent with law and the provisions of the By-Laws and this Declaration; and

(b) To provide for the establishment, assessment, collection, use and expenditure of assessments and carrying charges from the Members, and for the filing and enforcement of liens thereof in a manner consistent with law and the provisions of the By-Laws and this Declaration; and

(c) To provide for the designation, hiring and dismissal of the personnel necessary and appropriate for the proper care and maintenance of the Common Areas and Community Facilities and to provide service on the project in a manner consistent with law and the provisions of the By-Laws and this Declaration; and

(d) To provide for the promulgation and enforcement of such rules, regulations, restrictions and requirements as may be deemed proper respecting the use, occupancy and maintenance of the Common Area and Community Facilities, including but by no means limited to the rules, regulations, restrictions and requirements designed to prevent unreasonable interference with the use of the Common Areas and Community Facilities by the, Members and others,

all of which rules, regulations, restrictions and requirements shall be consistent with law and the provisions of the By-Laws and this Declaration; and

(e) To authorize, in their discretion, the payment of patronage refunds if and when the funds derive from assessments shall prove to be more than sufficient to meet all reasonably foreseeable needs of the Association during the current fiscal year; and

(f) To purchase insurance upon the Common Areas and Community Facilities in a manner provided for in the By-Laws and this Declaration; and

(g) To repair, restore or reconstruct all or any part of the Common Areas and Community Facilities after any casualty loss in a manner consistent with law and the provisions of the By-Laws and this Declaration and otherwise improve the Common Area and Community Facilities; and

(h) To lease and to grant licenses, easements, rights-of-way, and other rights of use in all or any part of the Common Areas and Community Facilities; and

(I) To employ for the Association, at their sole discretion, a management agent or manager (herein at times referred to as the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors from time to time shall prescribe. Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated for cause by either party upon thirty (30) days written notice to the other party. The term of any such management agreement shall not exceed one year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one-year periods.

ARTICLE VI.
INSURANCE

Section 1. Association Insurance.

(a) The Association shall obtain fire and extended coverage and comprehensive public liability insurance in such limits, form and companies, as the Board shall deem advisable to adequately insure the Common Areas and Common Facilities and protect the Owners from and against liability in connection with Common Area.

(b) All costs, charges and premiums for any insurance authorized by the Board as provided herein shall be a common expense of all Owners and a part of the assessment.

ARTICLE VII.
AD VALOREM TAXES

Each Owner shall be responsible for and promptly pay ad valorem taxes on his Lot. The Association shall pay the ad valorem taxes on the Common Area.

ARTICLE VIII.
ARCHITECTURAL CONTROL

Section 1. Architectural Review.

(a) No building, fence, wall or other structure shall be commenced, erected, placed, altered or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the proposed plans, including a plot plan showing the proposed location of such building or structure, drives and parking areas, and specifications showing the nature, kind, shape, height, materials, exterior color or finish, landscape plan, and construction schedule shall have been submitted to and approved in writing by the Declarant, or the Board, or by an Architectural sub-committee, the Architectural Review Committee, composed of three (3) or more representatives appointed by the Board. No alteration in the exterior appearance of any building or structure shall be made without like approval from the Architectural Review Committee.

(b) Three (3) copies of all plans and related data shall be furnished to the Architectural Review Committee. One copy shall be retained by the committee and the other copy shall be retained by the Property Owner or Builder marked "Approved" or "Disapproved". Approval shall be dated and shall not be effective for construction commenced more than six (6) months after such approval. Disapproved plans and related data shall be accompanied by a reasonable statement of items found unacceptable. In the event the Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

(c) No approval of plans and specifications, and no publication or architectural standards bulletins shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence will be built in a good, workmanlike manner. The Board or Committee may require payment of a cash fee, as established from time to time by the Board, to partially compensate for the expense of reviewing plans or related data, at the time they are submitted for review. This paragraph shall not apply to any property utilized by a governmental agency or institution.

(d) Refusal of approval of plans, specification, or location may be based by the Architectural Review Committee upon any ground, including purely aesthetic consideration, so long as they are not arbitrary and capricious. Neither the Board or the Architectural Review Committee shall be liable to a Property Owner or to any other person on account of any claim, liability or expense suffered or incurred by or threatened against a Property Owner or such other person arising out of or in any way relating to the subject matter of any reviews, acceptances, inspections, permissions, consents or required approvals which must be obtained from the Architectural Review Committee or public authorities whether given, granted or withheld.

(e) The Declarant, including its members and their companies, successors or assigns shall be exempt from complying with the requirements to have its plans approved by the Architectural Review Committee.

Section 2. Building Sizes and Locations.

(a) The living area of the main house or residential structure constructed on any lot, exclusive of porches and garages shall be not less than [redacted] square feet of heated and cooled area.
1500

(b) No residential building shall be erected on any lot nearer than fifteen feet (15') from the front lot line, ten feet (10') from the rear lot line and [redacted] feet [redacted] from the side lot lines to be determined as depicted on the plat of [redacted]
5'

(c) Finished floor elevations must be adhered to where noted on the plat of [redacted]

Section 3. Topography and Vegetation.

Topography and vegetation characteristics of the Property shall not be altered by removal, reduction, cutting, excavation or any other means without the prior written approval of the Architectural Review Committee.

Section 4. Rules and Regulations, etc.

The Architectural Review Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted to it for approval, and may publish and record such statements of policy, standards, guidelines, and may establish such criteria relative to architect styles or details, colors, setbacks, materials or other matters relative to architectural review and the protection of the environment, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration. The decisions of the Architectural Review Committee shall be final except that any member who is aggrieved by any action or forbearance from action by the Committee (or any policy, standard or guideline established by the Committee) may appeal the decision of the Architectural Review Committee to the Board of Directors, and upon written request, such members shall be entitled to a hearing before the Board of Directors.

Section 5. Environmental Hazards.

(a) To secure the natural beauty of the Property, the Architectural Review Committee may promulgate and amend from time to time rules and regulations which will govern activities which may, in its judgment, be environmental hazards, such as the application of fertilizers and pesticides or other chemicals. Failure of any Property Owner or tenant of property in Cornerstone to comply with the requirements of such rules and regulations shall constitute a breach of this Declaration.

(b) The Declarant hereby reserves unto itself, its successors in title, assigns and agents a perpetual and releaseable right on, over and under all property in Cornerstone for the purpose of taking any action necessary to effect compliance with such environmental rules and regulations. The cost of such action by the Declarant shall be paid by the respective property owner(s) of the property upon which the work is performed.

Section 6. Future Site Control.

(a) Drainage swales and berms are required on all sides and the back of each property line where such is necessary to effect the property flow of water in the drainage easements.

(b) Each Lot Owner shall be required to maintain such Owners property in such condition as to minimize of-site damage from erosion, sediment deposits and storm water. This requirement will be in effect from the beginning of site preparation and continued throughout the establishment of permanent vegetative cover. Each Owner acknowledges and agrees that the Declarant is not responsible for any damages which hereafter may be suffered by the Owner or the other property owners or parties as a consequence of site preparation work carried out by Owner or Owner's contractors, agents or employees. Each Owner agrees to defend and to fully indemnify and hold Declarant harmless from any such damages sustained in connection therewith.

Section 7. Wildlife.

No Hunting or trapping shall be permitted on any portion of the Property except for undesirable wildlife as authorized by the Board of Directors. All Property Owners are encouraged to help maintain a natural environment and habitat for wildlife.

Section 8. Driveways and Garages.

Each residential building shall provide for offstreet parking in the form of a paved driveway from the street to the garage as approved by the Architectural Review Committee. All driveways shall be constructed of a hard surface material, such as concrete, asphalt, or brick. No gravel or dirt shall be permitted. All garages shall have garage doors installed.

Section 9. Mailboxes.

The Committee/Declarant has preselected a style of mailbox and requires property owners to select this style for their residences.

Section 10. Roof.

The pitch of the main roof should not be less than 8:12 pitch. The Architectural Review Committee or Declarant may approve a lesser pitch if designer can show that it is more appropriate to the proportions of the house. Architectural Style Shingles are required.

Section 11. Landscape.

Each home must have their landscaping completed prior to certificate of occupancy. This includes, but not limited to, front, back and side yard fully sodded, including ditches, and landscaped flower beds on the front elevation of the home.

ARTICLE IX.
EASEMENTS

Section 1. Utility Easements.

(a) Easements for installation, maintenance, repair and removal of utilities and drainage facilities and floodway easements, over, under and across the Property are reserved by Declarant for itself, its successors and assigns, the Association and each Owner. Full rights or ingress and egress shall be had by Declarant and its successors and assigns and the Association at all times over the Common Area or any Lot on which an easement has been reserved or granted for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility.

(b) The Association acting by and through its Board of Directors or Declarant may hereafter grant easements for utility purposes for the benefit of the Property or for the benefit of individual lots. Including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone and computer type equipment, electrical conduits and wires over, under, along or on any portion of the Property and the ownership of any Lot shall be subject to such easements.

(c) Notwithstanding anything herein expressly or implied to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by the Declarant for the installation and maintenance of utilities, sewers, drainage and similar facilities that are necessary or appropriate for the development of the Property.

(d) The above reservations and rights expressly include the right to cut any trees, bushes, or shrubbery, rights to make any gratings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installment, maintain reasonable standards of health, safety and appearance.

Section 2. Ingress and Egress by the Association.

Full rights of ingress and egress shall be had by the Association at all times over and upon each Lot for the maintenance and repair of each Lot in accordance with the provisions hereof, and for the carrying out by the Association of its functions, duties and obligations hereunder; provided that any such entry by the Association upon any Lot shall be made with as little inconvenience to the Owner as practical, and any damage caused thereby shall be repaired by the Association at the expense of the maintenance fund.

ARTICLE X.
USE RESTRICTIONS

The Property shall be subject to the following use restrictions:

Section 1. Use of Lots and Dwellings.

Except as permitted by Section 10 hereof, each Lot and dwelling shall be used for residential purposes only, and no trade and business of any kind may be carried on therein.

Section 2. Signs.

No signs, advertising or ornaments of any kind shall be maintained or permitted on any property subject to this Declaration without the express written permission of the Architectural Review Committee except for real estate "For Sale" signs, used by the Declarant, Owner, contractor or Owner's Real Estate Agent. The approval of any signs and posters, without limitation, name and address signs, shall be upon such conditions as may be from time to time determined by the Architectural Review Committee and may be arbitrarily withheld. If any such sign or advertising device is approved, it shall be subject to the right of the Architectural Review Committee to restrict the size, color and content. Notwithstanding the foregoing, the restrictions of this Section 2 shall not apply to Declarant, his agents or assigns, so long as Declarant shall own any of the Lots. In addition, the Board of Directors, on behalf of the Association, shall have the right to erect reasonable and appropriate signs on any portion of the Common Area and within those easement areas established under the Declaration. All "For Sale" signs, whether by Owner or Realtor, shall prominently display that this is a 55 YEAR AGE RESTRICTED Neighborhood.

Section 3. Detached Buildings.

Detached permanent buildings are strictly prohibited on any lot in [redacted]

Section 4. Trucks, Boats, Mobile Home Trailers, Other Vehicles and Temporary Buildings.

No truck or vehicle exceeding one (1) ton shall be stored or parked on any Lot, Common Area or other area at any time. All automobiles owned or used by Owners or occupants, other than temporary guests and visitors, shall, as far as possible, be parked in enclosures which screen the automobile from street view. No temporary building structure, mobile home or house trailer shall be moved upon or otherwise placed or permitted upon any Lot or Common Area. Recreational Vehicles, including boats, may not be parked on any Lot on which a residence has ben constructed for more than 7 days at one time.

Section 5. Unsightly conditions and nuisances.

It shall be the responsibility of each Property Owner and tenants thereof to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on the Property which shall tend to substantially decrease the beauty of the community as a whole or as a specific area. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Property. Nor shall any nuisance or odors be permitted to operate upon or arise from the Property, so as to render any portion thereof unsanitary, unsightly, offensive or detrimental to persons using or occupying any other portions of the Property. Noxious or offensive activities shall not be carried on in any Lot dwelling or any part of the Common Areas.

Section 6. Antennas.

No television antenna or other electronic receiving or transmitting device shall be located or placed in or upon any Lot, except there shall be permitted one satellite dish antenna not to exceed 24" in diameter to be placed on the residence or in the rear yard. No dish antenna shall be permitted to be placed in the front yard of any lot.

Section 7. Lights.

The design and location of landscape lighting fixtures shall be subject to the approval of the Architectural Review Committee. Neither these nor any other illumination devices, including but not limited to Christmas ornaments, shall be located anywhere on the structure or grounds of any Lot in such a manner as to adversely illuminate or affect the nighttime environment of any adjoining Property.

Section 8. Pets.

No animals, reptiles, wildlife, livestock, or poultry of any kind, shall be raised, bred, kept, staked or pastured on the Common Area or on any Lot, except dogs, cats, birds or other household pets which shall be kept and maintained provided they are not kept, bred or maintained for any commercial purpose and provided that they do not become a nuisance. No dogs or other pets shall be permitted to have excretions on any Common Areas, except for areas designated by the Association for such purposes, if any, and Owners shall be responsible to clean up any such excretions. For purposes hereof, a household pet shall mean dogs, cats and other animals expressly permitted by the Association, if any. ALL PETS SHALL BE KEPT ON A LEASH WHEN NOT IN THE RESIDENCE OR FULLY ENCLOSED REAR YARD. Pets shall also be subject to all applicable rules and regulations. Nothing contained herein shall prohibit the keeping of fish or domestic (household type) birds, as long as the latter are kept indoors and do not become a source of annoyance to neighbors.

Section 9. Sales and Construction Activities.

Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, it shall be expressly permissible for Declarant and its agents, employees, successors and assigns to maintain and carry on such facilities and activities as may be reasonably required, convenient or incidental to the completion, improvement, and sale of Lots and/or dwellings or the development of Lots, dwellings, Common Areas and the additional property, including, without limitations, the installation and operation of sales and construction trailers, offices and dwellings as may be approved by the declarant from time to time, provided that the location of any construction trailers or any assignees of the Declarant's rights under this Section 10 shall be subject to Declarants approval. The right to maintain and carry on such facilities shall contain specifically the right to use dwellings as model residences, and to use any dwellings as office for the sale of Lots and/or dwellings, and for related activities.

Section 10. Time Sharing/Leasing.

No Lots or dwellings shall be sold under any time sharing, time interval, or assume of right to use programs. Leasing of dwellings are not allowed unless in hardship cases, as determined by Board of Directors. Lessee shall be bound by same age restrictions as fee simple owner and the dwelling can not be leased for less than 12 months. Any additional rental periods must be approved by the Board.

Section 11. Trespass.

Whenever the Association and/or the Declarant is permitted by the Declaration to repair, clean, preserve, clear out or do any action on any part of the Property, entering any Lot or any portion of the Property and taking such action shall not be deemed a trespass.

Section 12. Subdivided.

No Lot shall be subdivided or its boundary lines changed, except with the written consent of the Board of Directors and the Declarant so long as Declarant owns any Lots subject to the Declaration, however, the Declarant hereby expressly reserves unto itself, its successors or assigns the right to replat any Lot or such Lots owned by him, shown on the plat of any subdivision within Property and to take such other steps as are reasonably necessary to make such replatted Lot suitable and fit as a building site including, but not limited to, the relocation of easements, walkways, rights of ways and other amenities to conform to the new boundaries of said replatted Lots. The provisions of this Section 12 shall not prohibit the combining of two or more contiguous Lots into one larger Lot or making two Lots out of three or more contiguous Lots, provided that each of the resulting Lots are larger and contain a minimum Lot frontage equal to or greater than their original frontage on the Lot having the least frontage before combining said Lots or portions thereof. Only the exterior boundary lines of the resulting larger lot(s) shall be considered in the interpretation of these covenants.

Section 13. Certain Construction Rights.

The Declarant expressly reserves to itself, its successors and assigns and any other provisions of this Declaration notwithstanding, the right to build bridges, walkways, or expanse across any natural or man-made canals, creeks, riding trails, paths or lagoons in the Property. Nothing in this section shall be construed as placing an affirmative obligation to the Declarant to provide or construct any such improvement.

Section 14. Certain Controls.

(a) To implement effective insect, reptile and fire control, and vegetation and trash control, the Declarant or the Association, and their successors, assigns and agents, have the right to enter upon any property on which a building or structure has not been constructed and upon which no landscaping plan has been implemented for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, removing trash or dispensing pesticides on all such property which in the opinion of the Declarant or the Architectural Review Committee distracts from the overall beauty, setting and safety of the Property. The cost of this vegetation and trash control shall be kept as low as reasonably possible and shall be paid by the respective Property Owner. Such entry shall not be made until thirty (30) days after such Property Owner has been notified in writing for the need of such work and unless such Property Owner fails to perform the work within said thirty (30) day period.

(b) The provisions of this section shall not be construed as an obligation on the part of the Declarant or the Association to mow, clear, cut, or prune any property, to provide garbage or trash removal services, to perform any grading or landscaping work, construct or maintain erosion prevention devices, or to provide water pollution control on any privately owned property.

(c) Entrance upon Property pursuant to the provisions of this Section 14 shall not be deemed trespass. The rights reserved unto the Declarant and the Association in this section shall not be unreasonably employed and shall be used only where necessary to effect the stated intents and purpose of this Declaration.

Section 15. Compliance.

(a) In the event of a violation or breach of any other restrictions contained in this Declaration by any

Property Owner, or agent of such Property Owner, other Property Owners, or in any event, jointly or severally shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Declarant and/or the Association severally shall have the right, but shall not be obligated to proceed at law or in equity to compel a compliance to the term hereof or to prevent the violation of any breach in any event.

(b) In addition to the foregoing, the Declarant and/or the Association severally shall have the right, but shall not be obligated, whenever there shall have been built at any place on the Property, any structure which is in violation of these restrictions, to enter upon the Property upon which such violation exists and similarly abate or remove the same at the expense of the Property Owner if, after thirty (30) days written notice of such violation, it shall not have been corrected by the Property Owner. Any person entitled to file a legal action for the violation of these covenants shall be entitled to recover reasonable attorneys fees as a part of such action. Any such entry and abatement or removal shall not be deemed a trespass.

(c) The failure to enforce any rights, reservations or restrictions contained in this Declaration, however long continued, shall not be deemed a waiver of this right to do so hereafter as to the same breach, or as to a breach occurring prior to or subsequent thereto and shall not bar or effect its enforcement. The invalidation by any court of any restrictions of this Declaration shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

Section 16. Exterior Appearances.

(a) Each Property Owner shall conceal garbage receptacles and similar storage receptacles in the garage of the home or in the back yard only if it is fenced per the covenants to screen them from view from the road and adjacent properties.

(b) No projections of any type shall be placed or permitted above the roof of any improvement except approved chimneys or vents or other objects as may be approved by the Architectural Review Committee.

(c) All garages must accommodate a minimum of two automobiles and have a door(s) of metal construction. No open carports are allowed. All garages will be finished inside.

(d) All fences must be approved by the Architectural Review Committee, however no chain link fences shall be permitted, and all fences must be in the rear yard area. No fences shall be allowed in the front yard of any lot. Lot owners are to maintain fences on their lots. All fences to be on property line, unless otherwise approved by Architectural Board or Declarant. Any fence or wall constructed on any lots will be constructed of a cedar "Good Neighbor Fence" running along the lot lines. Such fence to be six (6) feet high. All posts must be treated six by six (6" x 6') posts and the fence material must be left natural or have a semi-transparent stain. No wire or chain link fencing may be constructed on any lot. The Architectural Review Committee must approve the style, color, and materials of all fences constructed. Compatible fence materials must be used throughout the subdivision.

(e) All roof shingles must comply with architectural guidelines.

(f) No home shall be constructed with a roof pitch of less than 8/12 on the main roof structure.

(g) Windows used in the homes must comply with architectural guidelines.

(h) One conforming mailbox for the subdivision will be determined by the Declarant. It shall be the responsibility of the builder or owner of each home to purchase and cause to have installed that particular mailbox. Other mailboxes will not be permitted.

(I) No red/orange mulch may be placed on the property.

(j) Construction in accordance with approved Plans shall be commenced within six (6) months after approval. Any construction commenced on any Dwelling as provided in this Declaration shall be substantially completed per the Plans, including without limitations, all painting, within twelve (12) months from the date such construction commenced as evidenced by the issuance of the building permit. Violation of this restriction shall subject the Lot to a fee or charge of $50.00 per day for each day such construction remains in violation of this restriction; which charge or fee may be collected by such action or means as Declarant or the Board of Directors may approve pursuant to this Declaration.

(k) Owners shall have the option of having the Homeowners Association maintain all or a portion of their yards, at a fee to be determined by the Homeowners Association.

Section 17. Utility Location.

All utilities will be placed underground.

Section 18. Construction Completion.

Once Construction of a residence or any addition or outside structure has begun, it must be complete and within twelve (12) months.

Section 19. Parking.

No vehicle shall be parked on any street or in front of residences on a frequent, regular or permanent basis after construction of a residence is complete.

Section 20. Firearms.

The use of firearms or airguns or BB guns is strictly prohibited on the property.

ARTICLE XI.
RULE MAKING

Section 1. Rules and Regulations.

(a) Subject to the provisions hereof, the Board of Directors may establish reasonable rules and regulations concerning the use of Lots, dwellings and the Common Areas and facilities located thereon. Particularly and without limitations, the Board of Directors may promulgate from time to time rules and regulations which will govern activities which may, in the judgment of the Board of Directors, be environmentally hazardous, such as the applications of fertilizers and pesticides and other chemicals.

(b) Subject to the terms and provisions of this Declaration, the Board of Directors may establish regulations, fees and charges from time to time pertaining to use of the recreational area and amenities as are now and hereinafter located in the Common Areas.

ARTICLE XII.
PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Rules and Regulations.

The Property is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

XIII.
GENERAL PROVISIONS

Section 1. Duration.

The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Owners of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty five (35) years from the date this Declaration is recorded in the Office of the Chancery Clerk of Madison County, Mississippi, after which time said covenants shall be automatically extended for the successive periods of ten (10) years unless an instrument signed by a majority of the Owners has been recorded in the Deed Records, in said Chancery Clerk's Office agreeing to abolish the said Covenants, Conditions and Restrictions in whole or a substantial portion thereof; provided, however, that no such agreements to abolish shall be effective unless made and recorded one (1) year in advance of the effective date of such abolishment.

Section 2. Amendments.

Notwithstanding Section 1 of this Article, the Covenants, Conditions and Restrictions of this Declaration may be amended by the Declarant so long as Declarant owns a Lot or any portion of the property. Thereafter, this declaration may be amended or terminated with the consent of fifty-one percent (51%) of the owners, and in each case such amendment shall be evidenced by a document in writing bearing the signatures of such Owners. All amendments, if any, shall be recorded in the Office of the Chancery Clerk of Madison County, Mississippi.

Section 3. Enforcement.

Enforcement of these Covenants, Conditions and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, or to recover damages, or to enforce any lien created by these covenants; and failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 5. Headings.

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

Section 6. Notices to Owners.

Any notice required to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

Section 7. Lender's Notices.

Upon written request to the Association, identifying the name and address of the holder or insurer and the Lot or address, any mortgage holder or insurer will be entitled to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage.

(b) Any sixty (60) days delinquency in the payment of assessments or charges owed by the Owner of any Lot on which it holds the mortgage.

(c) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Any proposed action that requires the consent of a specified percentage of mortgage holders.

Section 8. Consent of Eligible Mortgage Holders.

The Owners, or the Board of Directors, or the Association, by any act or omission, shall not do any of the following without the prior written consent and approval of fifty-one percent (51%) of the holders of outstanding recorded First Mortgages who have requested notice from the Association of any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders:

(a) Abandon, partition, subdivide, encumber, sell or transfer any of the Common Area provided, however, that the granting of rights of way, easements and the like for public utilities or for other purposes consistent with the use of the Common Area by the Owners shall not be considered an encumbrance, sale or transfer within the meaning of this Subsection;

(b) Abandon or terminate this Declaration; or

(c) Modify or amend any material or substantive provision of this Declaration pertaining to the rights of the holders of all first mortgages of record. A change to any of the following

would be considered as material:

(I) Voting rights;
(ii) Reserves for maintenance, repair, and replacement of Common Areas;

(iii) Responsibility for maintenance and repairs;

(iv) Reallocation of interests in the Common Areas or Limited Common Areas, or rights to their use;

(v) Convertibility of Lots into Common Areas or Common Areas into Lots, except as reserved by the Declarant;

(vi) Insurance or fidelity bonds;

(vii) Imposition of any restriction on an Owner's right to sell or transfer his or her Lot;

(viii) Any provisions that expressly benefits Mortgagees.

ARTICLE XIV.
DECLARANT'S RIGHTS AND RESERVATIONS

Section 1. Declarant's Rights and Reservations.

(a) No provision in the Articles, Bylaws, or this Declaration shall limit, and no Owner or the Association shall do anything to iinterfere with, the right of Declarant to subdivide or re-subdivide any portions of the Property, or realign any line common to two (2) Lots or between a Lot and a Common Area, or to complete improvements or refurbishments (if any) to and on the Common Area or any portion of the Property owned by the Declarant or to alter the foregoing or the construction plans and designs, or to construct such additional improvements as Declarant deems advisable in the course of development of the Property. Such right shall include, the right to install and maintain such structures, signs, and sales office as may be reasonably necessary for the conduct of Declarant's business for completing the work and disposing of the Lots by sale, lease, or otherwise.

(b) Each Owner by accepting a deed to a Lot hereby acknowledges that the activities of Declarant may temporarily or permanently constitute an inconvenience or nuisance to the Owner, and each Owner hereby consents to such inconvenience or nuisance.

(c) This Declaration shall not limit the right of Declarant at any time prior to acquisition of title to a Lot by a purchaser from Declarant to establish on that Lot or on the Common Areas, additional licenses, easements, reservations, and rights of way to itself, to utility companies, or to others as may from time to time be reasonably necessary for the proper development and disposal of the Property. The Declarant need not seek or obtain Association approval of any improvement constructed or placed by Declarant on any portion of the Property.

(d) The rights of Declarant under this Declaration, and any interest or portion of Declarant's interest in any portion of the Property may be assigned by Declarant to any successor, by a recorded, written

assignment. Notwithstanding any other provision of this Declaration, the prior written approval of Declarant, as Declarant of Cornerstone, will be required before any amendment to this Article, shall be effective while Declarant owns any portion (or Lot) of the Property.

(e) Declarant shall be entitled to the non-exclusive use of the Common Area without further cost for access, ingress, egress, use or enjoyment, in order to show the Property to prospective purchasers or lessees and dispose of the Property as provided herein. Declarant, its assigns and tenants shall also be entitled to the non-exclusive use of any portion of the Common Area which comprises drives or walkways for the purpose of ingress and egress and accompanying vehicle and pedestrian traffic to and from the Property.

(f) Each Owner hereby grants, by acceptance of the deed to a Lot, an irrevocable, special power of attorney to Declarant to execute and record all documents and maps necessary to allow Declarant to exercise his rights under this Article.

(g) This Article shall be applicable for so long as the Declarant owns any portion of the Property.

Section 2.

Notwithstanding anything contained elsewhere herein to the contrary, all rights and duties conferred on the Association under all sections of this Declaration may be exercised by Declarant for seven (7) years following the execution of this Declaration as to the property described in Exhibit "A". Declarant may assign to the Association all rights reserved hereunder at any time prior to the expiration of the periods set forth above. Any rights reserved under this paragraph shall be automatically extinguished or divested, and vest in the Association at such time as Declarant has divested itself of all right, title, and interest in and to the Property unless such rights have been assigned as previously provided herein.

Section 3.

(a) Authority of Declarant.
Any person authorized by the Declarant may execute any document requiring the Declarant's signature and which relates to the interpretation, implementation or enforcement of this Declaration.

(b) Successors of Declarant.
Any and all rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant hereunder, or any part of them, may be assigned and transferred only and exclusively by the Declarant, with or without notice to the Association.

Section 4. Incorporation by Reference on Resale.

In the event any Owner sells, assigns, transfers or otherwise conveys any Lot, any instrument of conveyance purporting to effect such conveyance or transfer, shall contain a provision incorporating by reference the covenants, conditions, restrictions, servitudes, easements, charges and liens set forth in this Declaration; however, any such sale, assignment, transfer or other conveyance shall be subject to this Declaration whether or not expressly referred to in the instrument.

Section 5. No Dedication to Public Uses.

Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any part of any Common Areas or by any public or municipal agency, authority, or utility. Nothing herein contained shall be interpreted as imposing upon any public agency, authority or utility company any responsibility or liability for the maintenance or operation of any of the Common Areas except that it shall be the obligation of such agency, authority or utility company to repair any damages caused by same.

Section 6. Relationship Between Declarant and Owner/Members.

Nothing contained herein creates or shall be deemed to create a fiduciary or partnership relationship between the Declarant and any Owner.

Section 7. Effective Date.

This Declaration shall be effective when executed by Declarant and filed for record in the Land Records of Madison County, Mississippi.

Section 8. Additional Restriction.

The Declarant reserves the right to place additional restrictions on the Common Areas in the instrument conveying the Common Areas to the Association.

NOW, THEREFORE, Declarant declares that all lots and homes transferred, sold, conveyed and occupied in [redacted] hall be subject to the covenants, conditions, restrictions, easements, charges and liens as set forth in the Declaration of Covenants and Restrictions of [redacted]

IN WITNESS WHERE DECLARANT HAS CAUSED this instrument to be duly executed on the day and year first above mentioned.

DECLARANT
SARTAIN ASSOCIATES, INC.
a Mississippi corporation

By:_____
Brian Sartain, President

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this _____ day of _____, 2019, within my jurisdiction, the within named **Brian Sartain**, who acknowledged that he is **President** of **Sartain Associates, Inc., a Mississippi corporation**, and that for and on behalf of the said corporation, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES:

_____
[SEAL]

L:\MMCO\DAMP\[ACTIVE CASES]\[COVENANTS]\Sartain Associates Inc\Covenants re Cornerstone I.wpd

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, December 9, 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
Drew Malone
Michelle Caballero
Theresa Kennedy
Judy Rice
Jim Collette

Absent:

Don Roberts

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 Drew Malone.

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 Dimensional Variance for James R. Cobb Sr. – *Petitioner*

   Property Address/Description:
   123 Timbercrest Drive

   Tax Parcel No:
   072D-20C-001/98.00
   (December 9, 2021)

4. Public Hearing for Petition and Application for Conditional Use for James W. Hood Family Foundation – *Petitioner*

   Property Address/Description:
   441 Northpark Drive

   Tax Parcel No:
   072I-32C-017/16.00
   (December 9, 2021)

5. Public Hearing for Petition and Application for Conditional Use for James W. Hood Family Foundation – *Petitioner*

   Property Address/Description:
   443 Northpark Drive

   Tax Parcel No:
   072I-32C-017/08.00
   (December 9, 2021)

6. Public Hearing for Petition and Application for Conditional Use for Sartain Associates Inc. – *Petitioner*

   Property Address/Description:
   Northeast Corner of Old Canton Road and William Blvd

   Tax Parcel No:
   072H-33C-100/03.00, 072H-33C-100/05.00, 072H-33C-100/06.00
   (December 9, 2021)

7. Public Hearing for Petition and Application for Dimensional Variance for Sartain Associates Inc. – *Petitioner*

   Property Address/Description:
   Northeast Corner of Old Canton Road and William Blvd

   Tax Parcel No:
   072H-33C-100/03.00, 072H-33C-100/05.00, 072H-33C-100/06.00
   (December 9, 2021)

8. Old Business/New Business.

9. Adjourn

The Board considered the Minutes of the Nov. 18, 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 Dimensional Variance for James R. Cobb, Sr.

Chairman Bernie Giessner opened the Public Hearing on the Petition and Application for Dimensional Variance for James R. Cobb, Sr. for property located at 123 Timbercrest Drive and identified by tax parcel number 072D-20C-001/98.00. The subject property is presently zoned R-2 Single Family Residential District. Petitioner, Mr. James Cobb, appeared and spoke on behalf of the Petition confirming notice was sent. Mr. Cobb addressed the Zoning Board and stated he is requesting the dimensional variance to reduce the 25' rear setback requirement to 8' rear setback to allow him to build a garage on the subject property.

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. Miller, the Board voted unanimously to recommend to the Mayor and Board of Aldermen that they approve the requested dimensional variance to reduce the required 25' rear setback to an 8' rear setback on the R-2 zoned subject property in the City of Ridgeland.

Public Hearing for Petition and Application for
Conditional Use Permit for James W. Hood Family Foundation

Chairman Bernie Giessner opened the Public Hearing on the Petition and Application for Conditional Use Permit for James W. Hood Family Foundation for property located at 441 Northpark Drive and identified by Tax Parcel Number 072I-32C-017/16.00. The subject property is presently zoned C-1. Matt Grenfell, President of the Board of Trustees for Christ Covenant School appeared and spoke on behalf of the Petition confirming notice was sent. Petitioner is requesting the conditional use permit to allow for the operation of a private education space on the subject property. Petitioner is purchasing the subject property with plans to renovate the existing building to house grades 9 through 12 and enter into a long-term lease with Christ Covenant School. When questioned about parking, Petitioner stated parking will be on Christ Covenant campus.

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 the operation of a private education space on the subject property located within the C-1 Low Intensity Commercial District.

Public Hearing for Petition and Application for
Conditional Use Permit for James W. Hood Family Foundation

Chairman Bernie Giessner opened the Public Hearing on the Petition and Application for Conditional Use Permit for James W. Hood Family Foundation for property located at 443 Northpark Drive and identified by Tax Parcel Number 072I-32C-017/08.00. The subject property is presently zoned C-1. Matt Grenfell, President of the Board of Trustees for Christ Covenant School appeared and spoke on behalf of the Petition confirming notice was sent. Petitioner is requesting the conditional use permit to allow for the operation of a private education space on the subject property. Petitioner is purchasing the subject property with plans to renovate the existing building to house grades 9 through 12 and enter into a long-term lease with Christ Covenant School. When questioned about parking, Petitioner stated parking will be on Christ Covenant campus.

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 the operation of a private education space on the subject property located within the C-1 Low Intensity Commercial District.

Public Hearing for Petition and Application for Conditional Use Permit for Sartain Associates, Inc.

And

Public Hearing for Petition and Application for Dimensional Variance for Sartain Associates, Inc.

Chairman Bernie Giessner opened the Public Hearing on the Petition and Application for Conditional Use Permit for Sartain Associates, Inc. for property located at the Northeast Corner of Old Canton Road and William Blvd. in the City of Ridgeland and identified by Tax Parcel Numbers 072H-33C-100/03.00, 072H-33C-100/05.00, and 072H-33C-100/06.00. The subject property is presently zoned MU-1. Brian Sartain appeared and spoke on behalf of the Petition confirming notice was sent. Petitioner is requesting the conditional use permit to allow the construction of detached, zero lot line, single family residential dwellings on the MU-1 Mixed Use District zoned property.

The Board held at the same time the additional Public Hearing requested by Petitioner on the Petition and Application for Dimensional Variance for Sartain Associates, Inc. for the same real property presently zoned MU-1 Mixed Use District. Petitioner is also requesting a dimensional variance to allow for single-family detached age restricted neighborhood on the MU-1 Mixed Use District zoned property with 15' front and 10' rear setbacks.

With respect to the conditional use, there was discussion regarding MU-1 requirements vs. R-4 requirements and the interpretation of each. Petitioner's interprets MU-1 requirements differently than Zoning Board members. When questioned why R-4 is mentioned in the Petition, Jordan Lohman advised the Board it is because MU doesn't speak to zero lot line dwellings unless part of a mixed-use development. Ms. Caballero stated that no phasing and sequencing plans were submitted which is a requirement of the MU-1. Petitioner stated nothing is being developed other than what is being requested and that Petitioner has no plans to develop anything other than residential. Ms. Caballero pointed out that the property across William Boulevard is within the same parcel, being a total of 29 acres and if granted the conditional use would attach to that property as well, not only to the 12 acres requested by Petitioner. Petitioner was unaware that the tax parcel crossed William Boulevard. Petition believes clarification is needed for the MU-1 district requirements.

With respect to the Dimensional Variance, Petitioner stated the request is for 15' front setbacks and 10' rear setbacks. Petitioner plans for a 40' buffer around the perimeter of the property between back of homes and edge of property.

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 Conditional Use Petition. Mr. Collette moved for the Board to recommend to the Mayor and Board of Aldermen that they deny the conditional use for Petitioner to allow the construction of detached, zero lot line, single-family residential dwellings on the MU-1 Mixed Use District

zoned property. Mr. Drew Malone seconded the motion. The Chairman called for a vote. The vote was 5-1 with Larry Miller, Drew Malone, Michelle Caballero, Theresa Kennedy and Jim Collette voting Aye and Judy Rice voting Nay. The Chairman declared the motion carried.

Chairman Bernie Giessner then called for a vote on the Dimensional Variance Petition. On motion by Ms. Michelle Caballero and seconded by Mr. Jim Collette, the Board voted unanimously to table the hearing on the dimensional variance petition till the first regular January meeting of the Zoning Board to be held on Jan. 6, 2022, or until the conditional use application is resolved.

OLD BUSINESS

None.

NEW BUSINESS

None.

There was no further business to be presented.

ADJOURN

Mr. Malone moved that the meeting be adjourned. The motion was seconded by Ms. Kennedy 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 THE NORTHEAST CORNER OF OLD CANTON ROAD AND WILLIAM BOULEVARD (PARCEL NOS. 072H-33C-100/03.00, 072H-33C-100/05.00, and 072H-33C-100/06.00) CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI

WHEREAS, Sartain Associates, Inc. (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 MU-1 Mixed Use 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 December 9, 2021, at 6:00 o'clock p.m.; and,

WHEREAS, the City Clerk did cause notice of the December 9, 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 December 9, 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 December 9, 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 construction of detached, zero lot line, single-family residential dwellings within the MU-1 Mixed Use District zoning 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 the construction of detached, zero lot line, single-family residential dwellings within the MU-1 Mixed Use District zoning 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:

> A fraction of the Southwest Quarter of Section 33, Township 7 North, Range 2 East, Madison County, Mississippi. This fraction contains 12.524 acres, more or less, and is described in more detail as follows:
>
> Starting at the Northeast Corner of the Southeast Quarter of the Southwest Quarter of said Section 33, run thence Due South a distance of 50.92 feet to a point; thence South 89°33'10" West a distance of 1776.81 feet to a point; thence North 01°46'54" East a distance of 791.91 feet to an iron pin set in concrete on the North right of way of William Boulevard marking the point of beginning of this description.
>
> From this point of beginning, run thence South 79°19'17" West along said right of way a distance of 91.02 feet to an iron pin set in concrete; thence South 79°19'17" West along said right of way a distance of 336.53 feet to an iron pin set in concrete at the PC of a 788.51 foot radius right of way curve to the right; thence along said curve an arc distance of 368.13 feet, said curve having a chord bearing of North 87°18'13" West and a chord distance of 364.80 feet, to an iron pin set in concrete; thence North 16°04'17" East along said right of way a distance of 10.00 feet to an iron pin set in concrete; thence North 73°55'43" West along said right of way a distance of 125.90 to a point at the PC of a 1546.86 foot radius curve to the left; thence along said curve and leaving said right of way an arc distance of 382.99 feet, said curve having a chord bearing of North 07°29'48" East and a chord distance of 382.01 feet, to a point; thence North 00°24'15" East a distance of 200.51 feet to a point; thence North 89°22'39" East a distance of 870.02 feet to a found iron pin; thence South 01°46'54" West a distance of 575.02 feet to the point of beginning.

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 THE NORTHEAST CORNER OF OLD CANTON ROAD AND WILLIAM BOULEVARD (PARCEL NOS. 072H-33C-100/03.00, 072H-33C-100/05.00, and 072H-33C-100/06.00) CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI

WHEREAS, Sartain Associates, Inc. (the "Petitioner"), did file a Petition and Application for a Conditional Use Permit on property described herein, which property is located in a MU-1 Mixed Use 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 December 9, 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 fraction of the Southwest Quarter of Section 33, Township 7 North, Range 2 East, Madison County, Mississippi. This fraction contains 12.524 acres, more or less, and is described in more detail as follows:
>
> Starting at the Northeast Corner of the Southeast Quarter of the Southwest Quarter of said Section 33, run thence Due South a distance of 50.92 feet to a point; thence South 89°33'10" West a distance of 1776.81 feet to a point; thence North 01°46'54" East a distance of 791.91 feet to an iron pin set in concrete on the North right of way of William Boulevard marking the point of beginning of this description.
>
> From this point of beginning, run thence South 79°19'17" West along said right of way a distance of 91.02 feet to an iron pin set in concrete; thence South 79°19'17" West along said right of way a distance of 336.53 feet to an iron pin set in concrete at the PC of a 788.51 foot radius right of way curve to the right; thence along said curve an arc distance of 368.13 feet, said curve having a chord bearing of North 87°18'13" West and a chord distance of 364.80 feet, to an iron pin set in concrete; thence North 16°04'17" East along said right of way a distance of 10.00 feet to an iron pin set in concrete; thence North 73°55'43" West along said right of way a distance of 125.90 to a point at the PC of a 1546.86 foot radius curve to the left; thence along said curve and leaving said right of way an arc distance of 382.99 feet, said curve having a chord bearing of North 07°29'48" East and a chord distance of 382.01 feet, to a point; thence North 00°24'15" East a distance of 200.51 feet to a point; thence North 89°22'39" East a distance of 870.02 feet to a found iron pin; thence South 01°46'54" West a distance of 575.02 feet to the point of beginning.

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]

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

PETITION AND APPLICATION FOR DIMENSIONAL VARIANCE

(Official Form February 2014)

COMES NOW, JAMES R Cobb SR., (the "Petitioner") and
[Name of Petitioner(s)]
respectfully petitions the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi, to grant a dimensional variance from those requirements as set forth in Section 600.08 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 JAMES R Cobb SR. (hereinafter referred to as "Petitioner").
2. The Petitioner's mailing address is 123 Timbercrest DR Ridgeland, MS 39157 _____ and the Petitioner's attorney or representative's mailing address is _____.
3. The Petitioner's phone number is 601 940 7219 and the Petitioner's attorney's phone number is (if applicable) _____.
4. The record title holder of the property is JAMES R Cobb and BARBARA Q Cobb 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: 123 Timber Crest Dr

Ridgeland, Mississippi 39157

(and/or) Tax Parcel ID Number(s): 072D-20C-001/98.00
LOT 47 Trailridge PART 2 0027

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-2, according to the official zoning map of Ridgeland, Mississippi.

11. Petitioner requests that it be granted a dimensional variance from the dimensional requirements as set forth in Section 280.04.D of the Zoning
[Section of ordinance containing dimensional requirements]

Ordinance of the City of Ridgeland, Mississippi, which requires

25' REAR YARD SETBACK

_____.

12. Petitioner intends to use the subject property for the following purpose(s) in accord with its present zoning classification:

24X20 GARAGE.

13. A site plan for development of the property as required by Section 600.08 of the Zoning Ordinance is attached as Exhibit "E".

14. Petitioner requests a dimensional variance to change the dimensional requirements to:

8' REAR YARD SETBACK.

15. The variance from the dimensional setback requirements is requested so that the Petitioner can:

Build A 24X20 GARAGE.

16. The conditions and circumstances which have caused this request are not the result of actions of the Petitioner, but result from:

.

17. No special privilege will be granted to the Petitioner by the approval of this dimensional variance which is not enjoyed by other property owners within this use district classification (zoning district). Other properties which enjoy the requested dimensions within the same zoning district are:

125 Timber CREST DR – GARAGE (NEXT DOOR)

18. Petitioner believes that the reasons set forth in this Petition justify the granting of the variance, and the requested variance constitutes the minimum allowable deviation from the dimensional requirements of the Zoning Ordinance, while at the same time allowing for responsible use of the property as:

GARAGE

19. Petitioner would show that the planned use of the property and the requested variance would be in harmony with the general purpose and intent of the Zoning Ordinance, and would not be injurious to the neighborhood, the adjoining property, or detrimental to the public welfare.

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

Respectfully submitted,

PETITIONER

11-1-21
DATE

STATE OF MISSISSIPPI

COUNTY OF MADISON

Ce White
B09-12

BOOK 1892 PAGE 0606

465566

WARRANTY DEED

FOR AND IN CONSIDERATION OF THE SUM OF Ten & 00/100 ($10.00) Dollars, cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I, DEBRA T. SAMPLE, formerly known as DEBRA THOMPSON SWITZER, a single person, Grantor, do hereby sell, convey, and warrant unto JAMES RICHARD COBB And wife BARBARA DONALD COBB, Grantees, as joint tenants with full rights of survivorship and not as tenants in common, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

8305

Lot 47, TRACE RIDGE SUBDIVISION, PART 2, a subdivision according to the 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 27, reference to which map or plat is hereby made in aid of and as a part of this description.

This conveyance is subject to the following, to-wit:

1. Subject to ad valorem taxes for the year 2005, and thereafter, for the City of Ridgeland and/or Madison County, Mississippi, which will become due and payable January 1, 2006. It is understood and agreed that taxes for the year 2005 have been prorated as of this date on an estimated basis. When said taxes are actually determined, if the proration is incorrect, then the Grantor agrees to pay to the Grantees any deficit on an actual proration, and likewise, the Grantees agree to pay to the Grantor any amounts overpaid.

2. Subject to all applicable zoning ordinances and regulations of the City of Ridgeland and/or Madison County, Mississippi, and subdivision or deed covenants of record.

3. Subject to any prior reservations of oil, gas and/or other minerals.

4. Subject to all easements or right-of-ways of record.

EXECUTED this the 10th day of March, 2005.

Debra T. Sample
DEBRA T. SAMPLE, formerly known as DEBRA THOMPSON SWITZER

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED before me the undersigned authority in and for said county and state, DEBRA T. SAMPLE a/k/a DEBRA THOMPSON SWITZER, who acknowledged that she signed, sealed and delivered the above and foregoing instrument on the day and year therein mentioned.

WITNESS MY SIGNATURE AND MY OFFICIAL SEAL this the 10th day of March, 2005.

ALBERT B. WHITE NOTARY PUBLIC HINDS COUNTY, MISS.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 2/13/09

GRANTOR'S ADDRESS:

524 Brookstone Circle
Madison, MS 39110
Phone: (601) 605-3303

GRANTEES' ADDRESS:

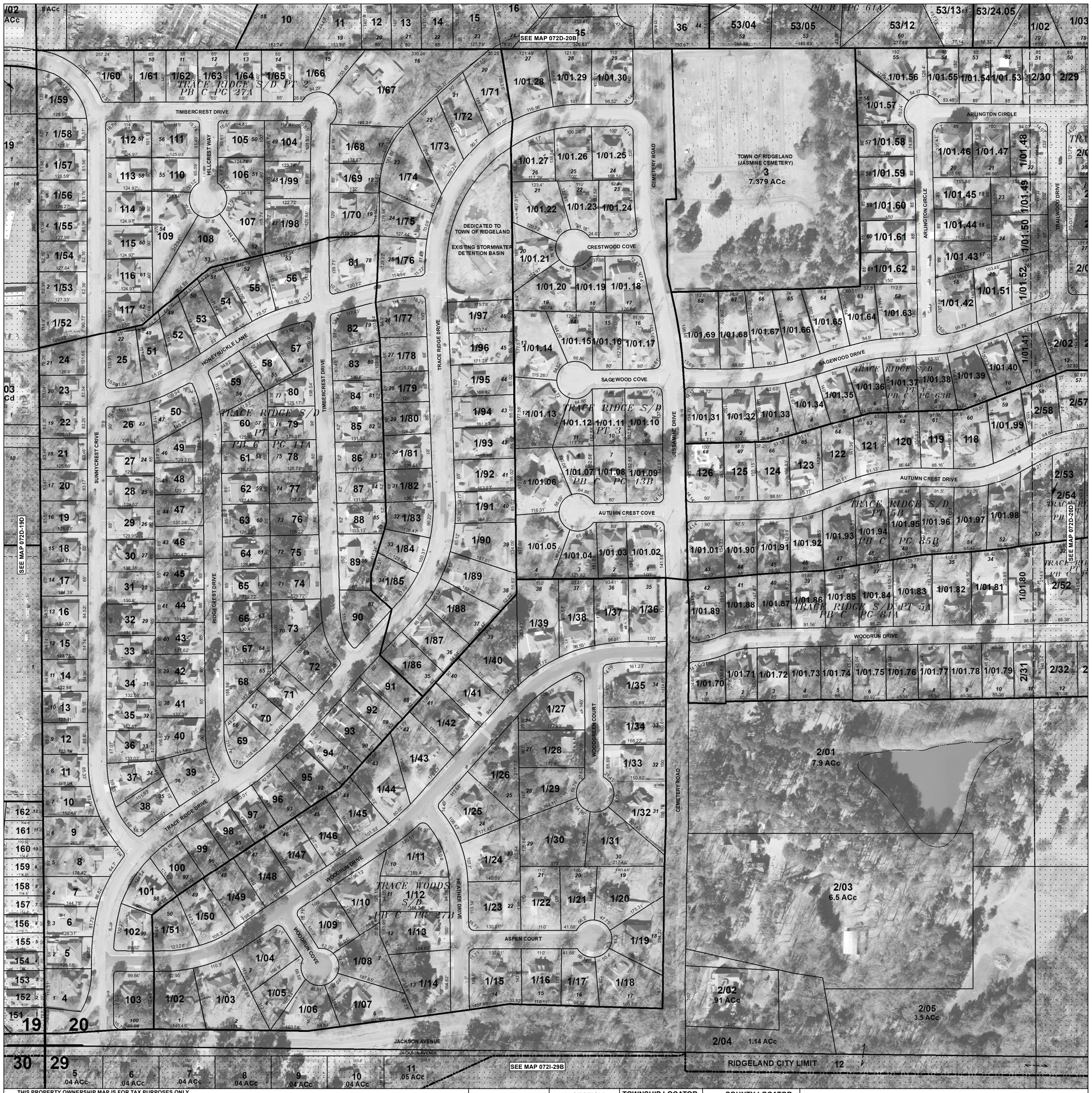
123 Timbercrest Dr.
Ridgeland, MS 39157
Phone: (662) 207-0358

Indexing Instructions: Lot 47, Trace Ridge Subdivision, Part 2, Madison County, MS

PREPARED BY:
Albert Bozeman White, Esq.
P. O. Box 1247
Madison, MS 39130-1247
(601) 856-5731

MADISON COUNTY MS This instrument was filed for record March 11, 2005, at 8:00 A.M.
Book 1892 Page 606
ARTHUR JOHNSTON, C. C.
BY: D.C.

05-195 WD 001



THIS PROPERTY OWNERSHIP MAP IS FOR TAX PURPOSES ONLY.
IT IS NOT INTENDED FOR CONVEYANCES NOR IS IT A LEGAL SURVEY.
THIS MAP WAS PREPARED BY:

TRI-STATE CONSULTING SERVICES, INC

415 CHURCH AVE
PHILADELPHIA, MS 39350
Ph: (601)656-2569

109 SOUTH 4TH ST
GADSDEN, AL 35109
Ph: (205)338-1060

LEGEND

COUNTY LINE	
CORPORATION LINE	
TOWNSHIP, RANGE LINE	
SECTION LINE	
PROPERTY LINE	
TAX DISTRICT LINE	
PARCEL NUMBER	15
ACREAGE	2.4 AC
SUBDIVISION LOT NUMBER	23
DIMENSION	160'
SUBDIVISION BLOCK	(5)

072D20C

1/4 SECTION

B	A
C	D

TOWNSHIP LOCATOR

COUNTY LOCATOR

T12N: 123 124 125
T11N: 113 114 115
T10N: 112 102 103 104 105
T9N: 062 061 091 092 093 094 095
T8N: 052 051 081 082 083 084
T7N: 071 072 073
R2W R1W R1E R2E R3E R4E R5E

MADISON COUNTY, MISSISSIPPI

SECTION	20
TOWNSHIP	7N
RANGE	2E

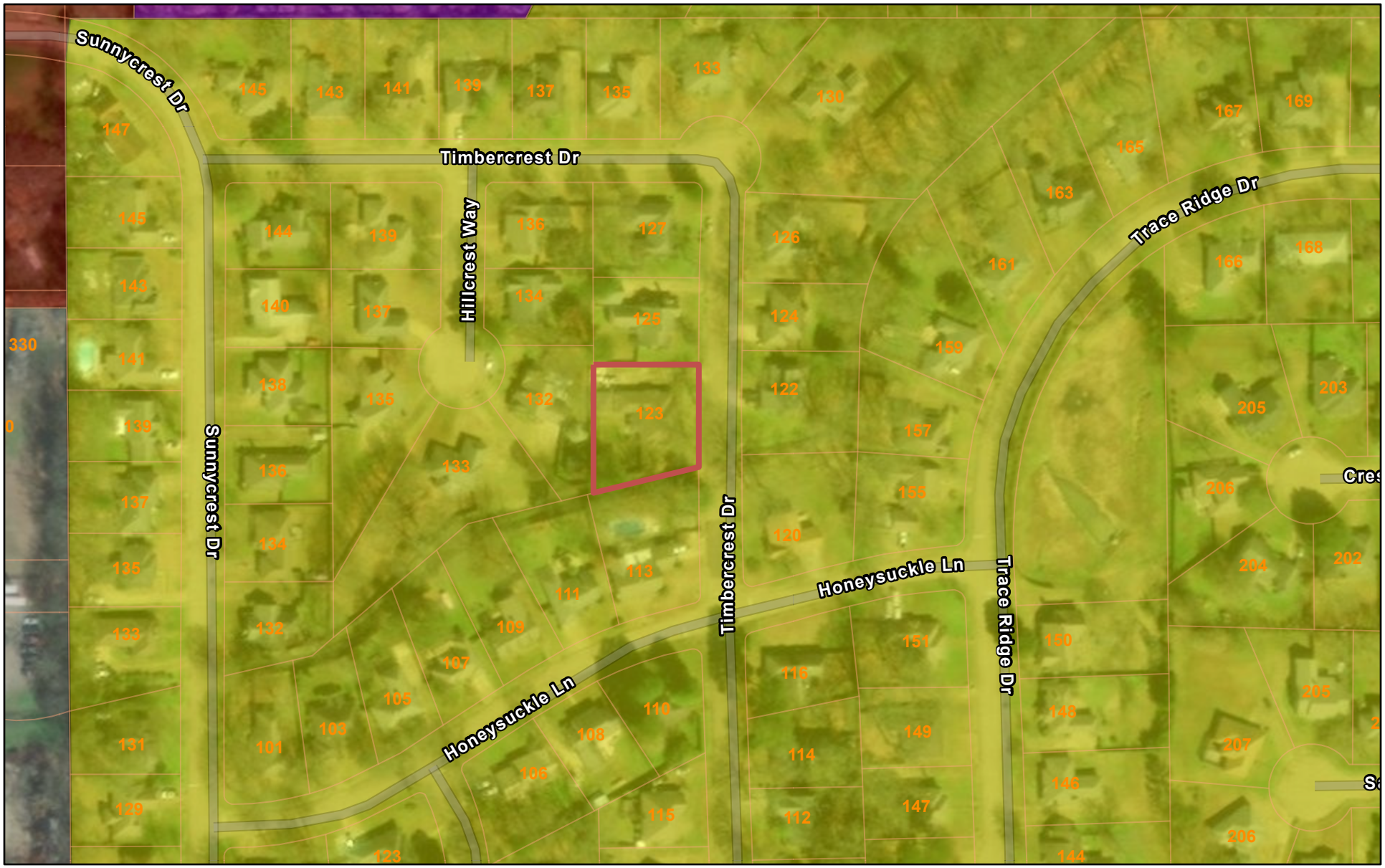
DATE OF PHOTOGRAPHY
JANUARY-MARCH, 2018

0' 100' 200'
SCALE: 200'

N

MAP: 072D20C

ArcGIS Web Map



12/3/2021, 3:01:40 PM

Zoning

C-2A

I-1

Parcels

R-2

C-4

City_Limits

Addresses

1:2,257

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

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, METI/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, December 9, 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
Drew Malone
Michelle Caballero
Theresa Kennedy
Judy Rice
Jim Collette

Absent:

Don Roberts

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 Drew Malone.

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 Dimensional Variance for James R. Cobb Sr. – *Petitioner*

   Property Address/Description:
   123 Timbercrest Drive

   Tax Parcel No:
   072D-20C-001/98.00
   (December 9, 2021)

4. Public Hearing for Petition and Application for Conditional Use for James W. Hood Family Foundation – *Petitioner*

   Property Address/Description:
   441 Northpark Drive

   Tax Parcel No:
   072I-32C-017/16.00
   (December 9, 2021)

5. Public Hearing for Petition and Application for Conditional Use for James W. Hood Family Foundation – *Petitioner*

   Property Address/Description:
   443 Northpark Drive

   Tax Parcel No:
   072I-32C-017/08.00
   (December 9, 2021)

6. Public Hearing for Petition and Application for Conditional Use for Sartain Associates Inc. – *Petitioner*

   Property Address/Description:
   Northeast Corner of Old Canton Road and William Blvd

   Tax Parcel No:
   072H-33C-100/03.00, 072H-33C-100/05.00, 072H-33C-100/06.00
   (December 9, 2021)

7. Public Hearing for Petition and Application for Dimensional Variance for Sartain Associates Inc. – *Petitioner*

   Property Address/Description:
   Northeast Corner of Old Canton Road and William Blvd

   Tax Parcel No:
   072H-33C-100/03.00, 072H-33C-100/05.00, 072H-33C-100/06.00
   (December 9, 2021)

8. Old Business/New Business.

9. Adjourn

The Board considered the Minutes of the Nov. 18, 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 Dimensional Variance for James R. Cobb, Sr.

Chairman Bernie Giessner opened the Public Hearing on the Petition and Application for Dimensional Variance for James R. Cobb, Sr. for property located at 123 Timbercrest Drive and identified by tax parcel number 072D-20C-001/98.00. The subject property is presently zoned R-2 Single Family Residential District. Petitioner, Mr. James Cobb, appeared and spoke on behalf of the Petition confirming notice was sent. Mr. Cobb addressed the Zoning Board and stated he is requesting the dimensional variance to reduce the 25' rear setback requirement to 8' rear setback to allow him to build a garage on the subject property.

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. Miller, the Board voted unanimously to recommend to the Mayor and Board of Aldermen that they approve the requested dimensional variance to reduce the required 25' rear setback to an 8' rear setback on the R-2 zoned subject property in the City of Ridgeland.

Public Hearing for Petition and Application for
Conditional Use Permit for James W. Hood Family Foundation

Chairman Bernie Giessner opened the Public Hearing on the Petition and Application for Conditional Use Permit for James W. Hood Family Foundation for property located at 441 Northpark Drive and identified by Tax Parcel Number 072I-32C-017/16.00. The subject property is presently zoned C-1. Matt Grenfell, President of the Board of Trustees for Christ Covenant School appeared and spoke on behalf of the Petition confirming notice was sent. Petitioner is requesting the conditional use permit to allow for the operation of a private education space on the subject property. Petitioner is purchasing the subject property with plans to renovate the existing building to house grades 9 through 12 and enter into a long-term lease with Christ Covenant School. When questioned about parking, Petitioner stated parking will be on Christ Covenant campus.

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 the operation of a private education space on the subject property located within the C-1 Low Intensity Commercial District.

Public Hearing for Petition and Application for
Conditional Use Permit for James W. Hood Family Foundation

Chairman Bernie Giessner opened the Public Hearing on the Petition and Application for Conditional Use Permit for James W. Hood Family Foundation for property located at 443 Northpark Drive and identified by Tax Parcel Number 072I-32C-017/08.00. The subject property is presently zoned C-1. Matt Grenfell, President of the Board of Trustees for Christ Covenant School appeared and spoke on behalf of the Petition confirming notice was sent. Petitioner is requesting the conditional use permit to allow for the operation of a private education space on the subject property. Petitioner is purchasing the subject property with plans to renovate the existing building to house grades 9 through 12 and enter into a long-term lease with Christ Covenant School. When questioned about parking, Petitioner stated parking will be on Christ Covenant campus.

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 the operation of a private education space on the subject property located within the C-1 Low Intensity Commercial District.

Public Hearing for Petition and Application for Conditional Use Permit for Sartain Associates, Inc.

And

Public Hearing for Petition and Application for Dimensional Variance for Sartain Associates, Inc.

Chairman Bernie Giessner opened the Public Hearing on the Petition and Application for Conditional Use Permit for Sartain Associates, Inc. for property located at the Northeast Corner of Old Canton Road and William Blvd. in the City of Ridgeland and identified by Tax Parcel Numbers 072H-33C-100/03.00, 072H-33C-100/05.00, and 072H-33C-100/06.00. The subject property is presently zoned MU-1. Brian Sartain appeared and spoke on behalf of the Petition confirming notice was sent. Petitioner is requesting the conditional use permit to allow the construction of detached, zero lot line, single family residential dwellings on the MU-1 Mixed Use District zoned property.

The Board held at the same time the additional Public Hearing requested by Petitioner on the Petition and Application for Dimensional Variance for Sartain Associates, Inc. for the same real property presently zoned MU-1 Mixed Use District. Petitioner is also requesting a dimensional variance to allow for single-family detached age restricted neighborhood on the MU-1 Mixed Use District zoned property with 15' front and 10' rear setbacks.

With respect to the conditional use, there was discussion regarding MU-1 requirements vs. R-4 requirements and the interpretation of each. Petitioner's interprets MU-1 requirements differently than Zoning Board members. When questioned why R-4 is mentioned in the Petition, Jordan Lohman advised the Board it is because MU doesn't speak to zero lot line dwellings unless part of a mixed-use development. Ms. Caballero stated that no phasing and sequencing plans were submitted which is a requirement of the MU-1. Petitioner stated nothing is being developed other than what is being requested and that Petitioner has no plans to develop anything other than residential. Ms. Caballero pointed out that the property across William Boulevard is within the same parcel, being a total of 29 acres and if granted the conditional use would attach to that property as well, not only to the 12 acres requested by Petitioner. Petitioner was unaware that the tax parcel crossed William Boulevard. Petition believes clarification is needed for the MU-1 district requirements.

With respect to the Dimensional Variance, Petitioner stated the request is for 15' front setbacks and 10' rear setbacks. Petitioner plans for a 40' buffer around the perimeter of the property between back of homes and edge of property.

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 Conditional Use Petition. Mr. Collette moved for the Board to recommend to the Mayor and Board of Aldermen that they deny the conditional use for Petitioner to allow the construction of detached, zero lot line, single-family residential dwellings on the MU-1 Mixed Use District

zoned property. Mr. Drew Malone seconded the motion. The Chairman called for a vote. The vote was 5-1 with Larry Miller, Drew Malone, Michelle Caballero, Theresa Kennedy and Jim Collette voting Aye and Judy Rice voting Nay. The Chairman declared the motion carried.

Chairman Bernie Giessner then called for a vote on the Dimensional Variance Petition. On motion by Ms. Michelle Caballero and seconded by Mr. Jim Collette, the Board voted unanimously to table the hearing on the dimensional variance petition till the first regular January meeting of the Zoning Board to be held on Jan. 6, 2022, or until the conditional use application is resolved.

OLD BUSINESS

None.

NEW BUSINESS

None.

There was no further business to be presented.

ADJOURN

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

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

_____
BERNIE GIESSNER, Chairman

_____
MICHELLE CABALLERO, Vice Chairman/Secretary

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI DENYING THE PETITION AND APPLICATION FOR DIMENSIONAL VARIANCE IN REGARD TO THE PETITION OF JAMES R. COBB, SR. FOR PROPERTY LOCATED AT 123 TIMBERCREST DRIVE, LOT 47, TRACERIDGE SUBDIVISION, PART 2, BEING PARCEL NO. 072D-20C-001/98.00 IN THE CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI

WHEREAS, James R. Cobb, Sr. (the "Petitioner") did file a Petition and Application for Dimensional Variance to reduce the dimensional requirements of a minimum 25' rear setback to an 8' rear setback on the subject property; 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 December 9, 2021, at 6:00 o'clock p.m.; and,

WHEREAS, the City Clerk did cause notice of the December 9, 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 Petitioner did provide evidence that the Petitioner had mailed notice of hearing to adjoining property owners; and,

WHEREAS, at the time, date and place specified in the notice, the Zoning Board 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 Resolution, have duly considered the matters and facts within their personal knowledge as same affect the land uses requested in the Petition filed herein; and,

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

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

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

SECTION 2. The property affected by this Resolution is located in the City of Ridgeland, Madison County, Mississippi, and described as:

> Lot 47, Trace Ridge Subdivision, Part 2, a subdivision according to the 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 27, reference to which map or plat is hereby made in aid of and as a part of this description.

SECTION 3. That the petition of James R. Cobb, Sr. for Dimensional Variance on the property described herein, be and same is hereby denied.

SO RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN of the City of Ridgeland, Madison County, Mississippi, at a regular meeting thereof held on the ___ day of _____, 2021.

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

Alderman 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]

ORDINANCE OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI APPROVING AND GRANTING PETITION AND APPLICATION FOR DIMENSIONAL VARIANCE IN REGARD TO THE PETITION OF JAMES R. COBB, SR. FOR PROPERTY LOCATED AT 123 TIMBERCREST DRIVE, LOT 47, TRACERIDGE SUBDIVISION, PART 2, BEING PARCEL NO. 072D-20C-001/98.00 IN THE CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI

WHEREAS, James R. Cobb, Sr. (the "Petitioner") did file a Petition and Application for Dimensional Variance to reduce the required minimum 25' rear setback to an 8' rear setback on the subject property; 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 December 9, 2021, at 6:00 o'clock p.m.; and,

WHEREAS, the City Clerk did cause notice of the December 9, 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 Petitioner did provide evidence that the Petitioner had mailed notice of hearing to adjoining property owners; and,

WHEREAS, at the time, date and place specified in the notice, the Zoning Board did conduct a full and complete hearing on the Petition, and received comments and heard evidence presented by the Petitioner and all others who appeared at said hearing 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 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 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 a dimensional variance be, and same is hereby granted to change the dimensional requirements of Section 230.04.D of the Zoning Regulations Ordinance of the City of Ridgeland to reduce the required minimum 25' rear setback to an 8' rear setback on the subject property in the City of Ridgeland, Mississippi.

SECTION 3. The property affected by this Ordinance is located in the City of Ridgeland, Madison County, Mississippi and described as:

Lot 47, Trace Ridge Subdivision, Part 2, a subdivision according to the 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 27, reference to which map or plat is hereby made in aid of and as a part of this description.

SECTION 4. That it is hereby found and determined that the conditions precedent to the granting of a dimensional variance as required in Section 600.08 of the City of Ridgeland Zoning Regulations Ordinance of February 2014, exist, and have been satisfied in regard to the granting of the dimensional variance described herein.

SECTION 5. That, with the sole exception of the dimensional variance granted herein, the property shall be subject to all of the provisions of the City of Ridgeland Zoning Regulations Ordinance of February, 2014.

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.

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

ATTEST:

_____
Paula Tierce, City Clerk
(S E A L)

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

PETITION AND APPLICATION FOR CONDITIONAL USE PERMIT

(Official Form February 2014)

COMES NOW, James W. Hood Family Foundation, (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 James W. Hood Family Foundation (hereinafter referred to as "Petitioner").

2. The Petitioner's mailing address is 3100 Old Canton Road Jackson, MS 39216 and the Petitioner's attorney or representative's mailing address is NA.

3. The Petitioner's phone number is (601) 540-8601 and the Petitioner's attorney's phone number is (if applicable) NA.

4. The record title holder of the property is RHC Investments, LLC, 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 123 Ashbrooke Trail, Madison, MS 39110

(601) 919-7092.

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: 441 Northpark Drive

Ridgeland, Mississippi 39157

(and/or) Tax Parcel ID Number(s): 0721-32C-017

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: Private education space

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

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

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

    The parcel is located directly adjacent to an existing parcel that is zoned for educational use, and this property would be a natural extension of this use.

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

    No impact

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

No

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?

No special provisions will be required for ingress or egress, as the use will utilize existing parking and access and also utilize neighboring church parking and traffic infrastructure if needed.

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?

No special provisions will be required. If additional parking is needed it will utilize Pear Orchard Presbyterian Church's existing parking infrastructure.

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

Not Applicable, will utilize existing shared refuse storage areas.

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

Not applicable, will utilize existing structure and drainage system.

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

Not applicable, existing utilities will adequately serve the new use.

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

No special provisions will be required, as existing signage and lighting is sufficient for the proposed use.

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?

No special provisions will be required because the hours of operation will not be changed from the current use

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

No special provisions will be required to address safety, as the existing structure adequately addresses safety for the proposed use.

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

Not applicable, no negative impact on the capacity of public facilities is expected.

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

Not applicable, no negative environmental and economic impact is expected.

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

DATE

Exhibit A

BOOK 3427 PAGE 33 DOC 01 TY W
INST # 802661 MADISON COUNTY MS.
This instrument was filed for
record 12/21/16 at 3:40:09 PM
RONNY LOTT, C.C. BY: KAA D.C.

404
14.00
3

Prepared by:
Paige L. Purvis, Esq.
2630 Ridgewood Road, Suite E
Jackson, MS 39216
(601) 988-6000
File No. 16-1117

Return to:
Paige L. Purvis, P.A
2630 Ridgewood Road, Suite E
Jackson, MS 39216
(601) 988-6000
File No. 16-1117

INDEXING INSTRUCTIONS: **A parcel of land situated in Lots 5 and 6, Block 40, Highland Colony Subdivision in Section 32, Township 7 North, Range 2 East**

PROPERTY ADDRESS: **441 North Park Drive, Ridgeland, MS 39157**

PARCEL NUMBER: **072I-32C-017/16.00**

STATE OF MISSISSIPPI
COUNTY OF **MADISON**
FIRST JUDICIAL DISTRICT

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, We (I)

CASA RE, LLC
A Louisiana Limited Liability Company
1812 Tower Drive
Monroe, LA 71201
(318) 998-4606

Grantor, does hereby sell, convey, and warrant unto

RHC REAL ESTATE, LLC
123 Ashbrooke Trail
Madison, MS 39110
(601) 919-7042

Grantee, the following described land and property situated in **Madison** County, Mississippi, more particularly described as follows, to-wit:

See Attached Exhibit "A"

THIS CONVEYANCE is made subject to all applicable building restrictions, restrictive covenants, easements, and mineral reservations of record.

IT IS AGREED and understood that the taxes for the current year have been prorated as of this date on an estimated basis. When said taxes are actually determined, if the proration as of this date is incorrect, the Grantor(s) agree to pay to the Grantee(s) or his/her/their assigns, any amount which is a deficit on an actual proration. Likewise, Grantee(s) agree to pay to the Grantor(s) any amount overpaid by Grantor(s).

The property described above constitutes no part of the homestead of the Grantor herein.

WITNESS THE UNDERSIGNED SIGNATURE, on this the 13 day of **DECEMBER, 2016.**

CASA RE, LLC

By: Carol Guice Rhymes

Carol Guice Rhymes, Member

STATE OF LA

~~COUNTY~~ Parish OF Ouachita

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction above stated, the within named **Carol Guice Rhymes**, who acknowledged that he/she/they is/are a **Member of CASA RE, LLC**, and that for and on behalf of said **company**, and as its act and deed, he/she/they executed the above and foregoing instrument on the day and year therein mentioned, after being first duly authorized by said **company** so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 13 day of **DECEMBER, 2016.**

Barbara E. Bailey

NOTARY PUBLIC
(notary seal required)

MY COMMISSION EXPIRES:

for life

Barbara E. Bailey, Notary Public
Ouachita Parish, Louisiana
Commissioned for Life
Number 15922

EXHIBIT A

Commence at a 1" iron bar marking the northeast corner of Lot 3, Block 40 Highland Colony Subdivision and the Northeast corner of the Northwest Quarter of the Southwest Quarter of Section 32, Township 7 North, Range 2 East, Madison County, Mississippi; run thence South 00 degrees 03 minutes 16 seconds East and along the east boundary of Lots 3 and 6 for a distance of 1,269.08 feet to a point on the south right-of-way line of North Park Drive, a 80 feet wide road formerly known as Special Assessment Road Number 1, as conveyed to the City of Ridgeland by Donald B. McGehee, et al as recorded in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Deed Book 211 at Page 730, 737 and 744, reference to which is hereby made in aid of and as a part of this description, said right-of-way line being in a curve to the right having a central angle of 07 degrees 44 minutes 18 seconds and a radius of 733.62 feet; run thence Northwesterly and along said south right-of-way line of North Park Drive as follows: run thence Northwesterly and along said curve to the right for an arc distance of 99.08 feet (chord bearing and distance, North 56 degrees 19 minutes 29 seconds West, 99.01 feet) to the point of tangency of said curve and the point of curvature of a curve to the left having a central angle of 28 degrees 22 minutes 04 seconds and a radius of 660.74 feet; run thence Northwesterly and along said curve to the left for an arc distance of 327.14 feet (chord bearing and distance, North 66 degrees 38 minutes 34 seconds West, 323.81 feet) to the northeast corner of that certain 2.46 acre parcel of land as recorded in said office of the Chancery Clerk in Deed Book 213 at Page 573, reference to which is hereby made in aid of and as a part of this description; run thence South 00 degrees 16 minutes 27 seconds east and along the east line of said 2.46 acre parcel for a distance of 227.43 feet to the southeast corner of said 2.46 acre parcel; run thence South 89 degrees 56 minutes 39 seconds West and along the south line of said 2.46 acre parcel for a distance of 215.70 feet to the Point of Beginning for the description of a parcel of land described as follows:

Continue thence South 89 degrees 56 minutes 39 seconds West and along said south line of said 2.46 acre parcel of land for a distance of 105.69 feet to a point; run thence North 00 degrees 16 minutes 27 seconds West for a distance of 237.10 feet to a point on said south right-of-way line of North Park Drive and north line of said 2.46 acre parcel; run thence South 89 degrees 45 minutes 43 seconds East and along said south right-of-way line of North Park Drive and said north line of said 2.46 acre parcel for a distance of 105.69 feet to a point; run thence South 00 degrees 16 minutes 27 seconds East for a distance of 236.56 feet to the point of beginning.

The above described parcel of land is located in Lots 5 and 6, Block 40, Highland Colony Subdivision in Section 32, Township 7 North, Range 2 East, Madison County, Mississippi and contains 25,030 square feet or 0.575 acre, more or less.

Exhibit A

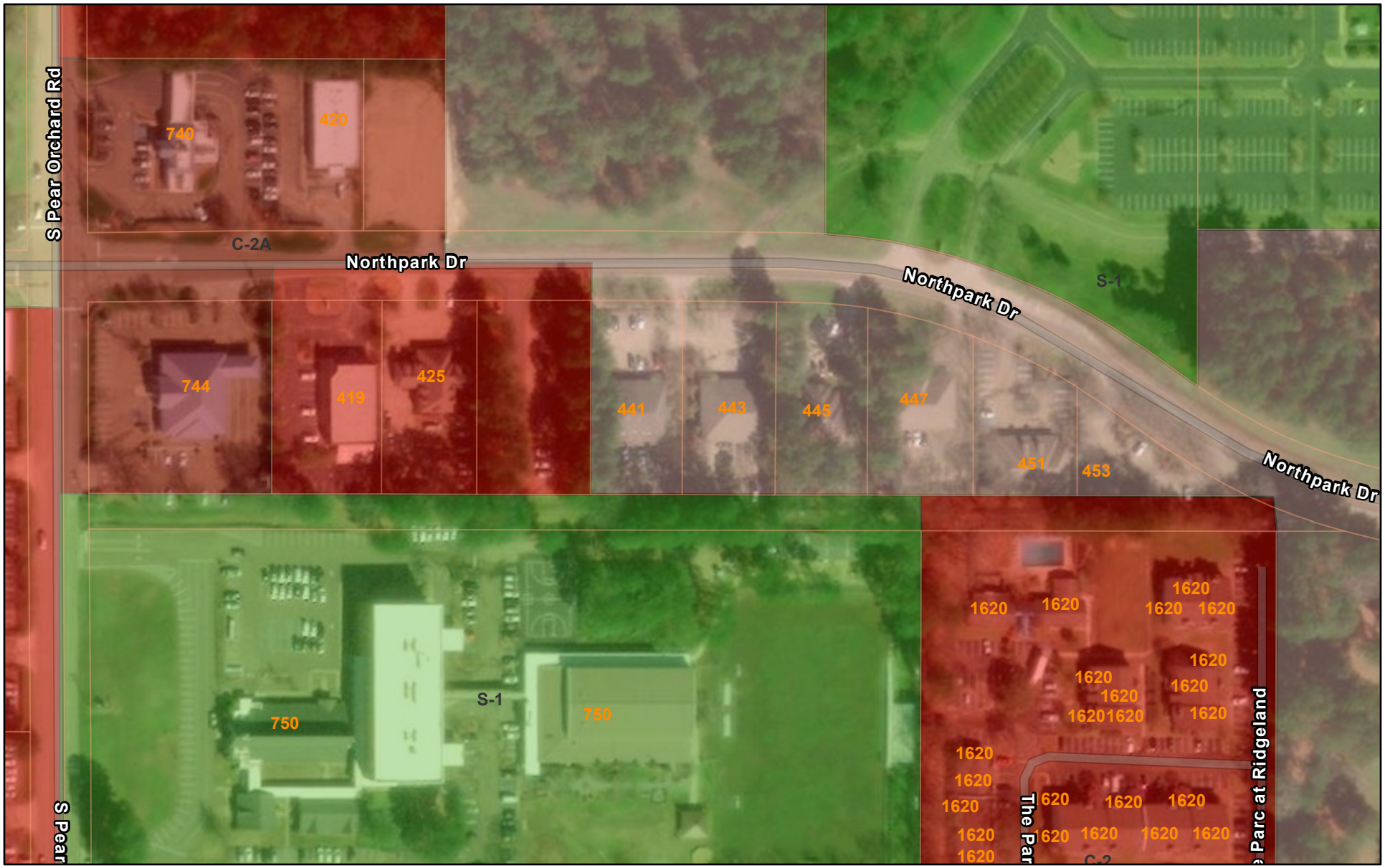
Legal Description

Commence at a 1st iron bar marking the northeast corner of Lot 3, Block 40 Highland Colony Subdivision and the Northeast corner of the Northwest Quarter of the Southwest Quarter of Section 32, Township 7 North, Range 2 East, Madison County, Mississippi; run thence South 00 degrees 03 minutes 16 seconds East and along the east boundary of Lots 3 and 6 for a distance of 1,269.08 feet to a point on the south right-of-way line of North Park Drive, a 80 feet wide road formerly known as Special Assessment Road Number 1, as conveyed to the City of Ridgeland by Donald B. McGehee, et al as recorded in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Deed Book 211 at Page 730, 737, and 744, reference to which is hereby made in aid of and as a part of this description, said right-of-way line being in a curve to the right having a central angle of 07 degrees 44 minutes 18 seconds and a radius of 733.62 feet; run thence Northwesterly and along said south right-of-way line of North Park Drive as follows: run thence Northwesterly and along said curve to the right for an arc distance of 99.09 feet (chord bearing and distance, North 56 degrees 19 minutes 29 seconds West, 99.09 feet) to the point of tangency of said curve and the point of curvature of a curve o the left having a central angle of 28 degrees 22 minutes 04 seconds and a radius of 660.74 feet; run thence Northwesterly and along said curve to the left for an arc distance of 327.14 feet (chord bearing and distance, North 66 degrees 28 minutes 34 seconds West, 329.81 feet) to the northeast corner of that certain 2.46 acre parcel of land as recorded in said office of the Chancery Clerk in Deed Book 213 at Page 573; reference to which is herby made in aid of and as a part of this description; run thence South 00 degrees 16 minutes 27 seconds east and along the east line of said 2.46 acre parcel for a distance of 227.43 feet to the southeast corner of said 2.46 acre parcel; run thence South 89 degrees 56 minutes 39 seconds West and along the south line of said 2.46 acre parcel for a distance of 215.70 feet to the Point of Beginning for the description of a parcel of land described as follows:

Continue thence South 80 degrees 56 minutes 39 seconds West and along said south line of said 2.46 acre parcel of land for a distance of 105.69 feet to a point; run thence North 00 degrees 16 minutes 27 seconds West for a distance of 237.10 feet to a point on south right-of-way line of North Park Drive and north line of said 2.46 acre parcel; run thence South 80 degrees 45 minutes 43 seconds East and along said south right-of-way line of North Park Drive and said north line of said 2.46 acre parcel for a distance of 105.69 feet to a point run thence South 00 degrees 16 minutes 27 seconds East for a distance of 236.56 feet to the point of beginning.

The above described parcel of land is located in Lots 5 and 6, Block 400, Highland Colony Subdivision in Section 32, Township 7 North, Range 2 East, Madison County, Mississippi and contains 25,030 square feet or 0.575 acre, more or less.

ArcGIS Web Map



11/24/2021, 12:48:43 PM

Zoning

S-1

C-1

C-2

C-2A

C-6

City_Limits

Parcels

Addresses

1:2,257

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

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ArcGIS Web AppBuilder

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

THIS PROPERTY OWNERSHIP MAP IS FOR TAX PURPOSES ONLY.
IT IS NOT INTENDED FOR CONVEYANCES NOR IS IT A LEGAL SURVEY.
THIS MAP WAS PREPARED BY:

TRI-STATE CONSULTING SERVICES, INC

415 CHURCH AVE
PHILADELPHIA, MS 39350
Ph: (601)656-2569

109 SOUTH 4TH ST
GADSDEN, AL 35109
Ph: (205)338-1060

LEGEND

COUNTY LINE
CORPORATION LINE
TOWNSHIP, RANGE LINE
SECTION LINE
PROPERTY LINE
TAX DISTRICT LINE

PARCEL NUMBER	15
ACREAGE	2.4 AC
SUBDIVISION LOT NUMBER	23
DIMENSION	160'
SUBDIVISION BLOCK	(5)

072I32C

1/4 SECTION

B	A
C	D

TOWNSHIP LOCATOR

COUNTY LOCATOR

MADISON COUNTY, MISSISSIPPI

SECTION	32
TOWNSHIP	7N
RANGE	2E

DATE OF PHOTOGRAPHY
JANUARY-MARCH, 2018

0' 100' 200'
SCALE: 200'

N

MAP:
072I32C

Exhibit B

10/11/2021

To Whom it May Concern,

As the Owner of 441 Northpark Drive in Ridgeland, Mississippi, RHC Investments, LLC gives the James W. Hood Family Foundation (Petitioner) authority to act on behalf of the Owner to petition for a Conditional Use Permit for 441 Northpark Drive, Parcel ID #0721-32C-017.

Lisa Crumpler, member
RHC Investments, LLC

123 Ashbrooke Trail
Madison, MS 39110

601- 919-7092

Site Aerial

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, December 9, 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
Drew Malone
Michelle Caballero
Theresa Kennedy
Judy Rice
Jim Collette

Absent:

Don Roberts

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 Drew Malone.

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 Dimensional Variance for James R. Cobb Sr. – *Petitioner*

   Property Address/Description:
   123 Timbercrest Drive

   Tax Parcel No:
   072D-20C-001/98.00
   (December 9, 2021)

4. Public Hearing for Petition and Application for Conditional Use for James W. Hood Family Foundation – *Petitioner*

   Property Address/Description:
   441 Northpark Drive

   Tax Parcel No:
   072I-32C-017/16.00
   (December 9, 2021)

5. Public Hearing for Petition and Application for Conditional Use for James W. Hood Family Foundation – *Petitioner*

   Property Address/Description:
   443 Northpark Drive

   Tax Parcel No:
   072I-32C-017/08.00
   (December 9, 2021)

6. Public Hearing for Petition and Application for Conditional Use for Sartain Associates Inc. – *Petitioner*

   Property Address/Description:
   Northeast Corner of Old Canton Road and William Blvd

   Tax Parcel No:
   072H-33C-100/03.00, 072H-33C-100/05.00, 072H-33C-100/06.00
   (December 9, 2021)

7. Public Hearing for Petition and Application for Dimensional Variance for Sartain Associates Inc. – *Petitioner*

   Property Address/Description:
   Northeast Corner of Old Canton Road and William Blvd

   Tax Parcel No:
   072H-33C-100/03.00, 072H-33C-100/05.00, 072H-33C-100/06.00
   (December 9, 2021)

8. Old Business/New Business.

9. Adjourn

The Board considered the Minutes of the Nov. 18, 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 Dimensional Variance for James R. Cobb, Sr.

Chairman Bernie Giessner opened the Public Hearing on the Petition and Application for Dimensional Variance for James R. Cobb, Sr. for property located at 123 Timbercrest Drive and identified by tax parcel number 072D-20C-001/98.00. The subject property is presently zoned R-2 Single Family Residential District. Petitioner, Mr. James Cobb, appeared and spoke on behalf of the Petition confirming notice was sent. Mr. Cobb addressed the Zoning Board and stated he is requesting the dimensional variance to reduce the 25' rear setback requirement to 8' rear setback to allow him to build a garage on the subject property.

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. Miller, the Board voted unanimously to recommend to the Mayor and Board of Aldermen that they approve the requested dimensional variance to reduce the required 25' rear setback to an 8' rear setback on the R-2 zoned subject property in the City of Ridgeland.

Public Hearing for Petition and Application for
Conditional Use Permit for James W. Hood Family Foundation

Chairman Bernie Giessner opened the Public Hearing on the Petition and Application for Conditional Use Permit for James W. Hood Family Foundation for property located at 441 Northpark Drive and identified by Tax Parcel Number 072I-32C-017/16.00. The subject property is presently zoned C-1. Matt Grenfell, President of the Board of Trustees for Christ Covenant School appeared and spoke on behalf of the Petition confirming notice was sent. Petitioner is requesting the conditional use permit to allow for the operation of a private education space on the subject property. Petitioner is purchasing the subject property with plans to renovate the existing building to house grades 9 through 12 and enter into a long-term lease with Christ Covenant School. When questioned about parking, Petitioner stated parking will be on Christ Covenant campus.

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 the operation of a private education space on the subject property located within the C-1 Low Intensity Commercial District.

Public Hearing for Petition and Application for
Conditional Use Permit for James W. Hood Family Foundation

Chairman Bernie Giessner opened the Public Hearing on the Petition and Application for Conditional Use Permit for James W. Hood Family Foundation for property located at 443 Northpark Drive and identified by Tax Parcel Number 072I-32C-017/08.00. The subject property is presently zoned C-1. Matt Grenfell, President of the Board of Trustees for Christ Covenant School appeared and spoke on behalf of the Petition confirming notice was sent. Petitioner is requesting the conditional use permit to allow for the operation of a private education space on the subject property. Petitioner is purchasing the subject property with plans to renovate the existing building to house grades 9 through 12 and enter into a long-term lease with Christ Covenant School. When questioned about parking, Petitioner stated parking will be on Christ Covenant campus.

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 the operation of a private education space on the subject property located within the C-1 Low Intensity Commercial District.

Public Hearing for Petition and Application for Conditional Use Permit for Sartain Associates, Inc.

And

Public Hearing for Petition and Application for Dimensional Variance for Sartain Associates, Inc.

Chairman Bernie Giessner opened the Public Hearing on the Petition and Application for Conditional Use Permit for Sartain Associates, Inc. for property located at the Northeast Corner of Old Canton Road and William Blvd. in the City of Ridgeland and identified by Tax Parcel Numbers 072H-33C-100/03.00, 072H-33C-100/05.00, and 072H-33C-100/06.00. The subject property is presently zoned MU-1. Brian Sartain appeared and spoke on behalf of the Petition confirming notice was sent. Petitioner is requesting the conditional use permit to allow the construction of detached, zero lot line, single family residential dwellings on the MU-1 Mixed Use District zoned property.

The Board held at the same time the additional Public Hearing requested by Petitioner on the Petition and Application for Dimensional Variance for Sartain Associates, Inc. for the same real property presently zoned MU-1 Mixed Use District. Petitioner is also requesting a dimensional variance to allow for single-family detached age restricted neighborhood on the MU-1 Mixed Use District zoned property with 15' front and 10' rear setbacks.

With respect to the conditional use, there was discussion regarding MU-1 requirements vs. R-4 requirements and the interpretation of each. Petitioner's interprets MU-1 requirements differently than Zoning Board members. When questioned why R-4 is mentioned in the Petition, Jordan Lohman advised the Board it is because MU doesn't speak to zero lot line dwellings unless part of a mixed-use development. Ms. Caballero stated that no phasing and sequencing plans were submitted which is a requirement of the MU-1. Petitioner stated nothing is being developed other than what is being requested and that Petitioner has no plans to develop anything other than residential. Ms. Caballero pointed out that the property across William Boulevard is within the same parcel, being a total of 29 acres and if granted the conditional use would attach to that property as well, not only to the 12 acres requested by Petitioner. Petitioner was unaware that the tax parcel crossed William Boulevard. Petition believes clarification is needed for the MU-1 district requirements.

With respect to the Dimensional Variance, Petitioner stated the request is for 15' front setbacks and 10' rear setbacks. Petitioner plans for a 40' buffer around the perimeter of the property between back of homes and edge of property.

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 Conditional Use Petition. Mr. Collette moved for the Board to recommend to the Mayor and Board of Aldermen that they deny the conditional use for Petitioner to allow the construction of detached, zero lot line, single-family residential dwellings on the MU-1 Mixed Use District

zoned property. Mr. Drew Malone seconded the motion. The Chairman called for a vote. The vote was 5-1 with Larry Miller, Drew Malone, Michelle Caballero, Theresa Kennedy and Jim Collette voting Aye and Judy Rice voting Nay. The Chairman declared the motion carried.

Chairman Bernie Giessner then called for a vote on the Dimensional Variance Petition. On motion by Ms. Michelle Caballero and seconded by Mr. Jim Collette, the Board voted unanimously to table the hearing on the dimensional variance petition till the first regular January meeting of the Zoning Board to be held on Jan. 6, 2022, or until the conditional use application is resolved.

OLD BUSINESS

None.

NEW BUSINESS

None.

There was no further business to be presented.

ADJOURN

Mr. Malone moved that the meeting be adjourned. The motion was seconded by Ms. Kennedy 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 441 NORTHPARK DRIVE AND IDENTIFIED AS TAX PARCEL NO. 072I-32C-017/16.00 IN THE CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI

WHEREAS, James W. Hood Family Foundation (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 "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 December 9, 2021, at 6:00 o'clock p.m.; and,

WHEREAS, the City Clerk did cause notice of the December 9, 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 required in the Petition; and,

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

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

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

SECTION 2. That the findings of fact contained in the Zoning Board's December 9, 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 for the operation of a private education use on the subject property within the C-1 Low Intensity Commercial zoning 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 for the operation of a private education use on the subject property within the C-1 Low Intensity Commercial zoning 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:

> Commence at a 1" iron bar marking the northeast corner of Lot 3, Block 40 Highland Colony Subdivision and the Northeast corner of the Northwest Quarter of the Southwest Quarter of Section 32, Township 7 North, Range 2 East, Madison County, Mississippi; run thence South 00 degrees 03 minutes 16 seconds East and along the east boundary of Lots 3 and 6 for a distance of 1,269.08 feet to a point on the south right-of-way line of North Park Drive, a 80 feet wide road formerly known as Special Assessment Road Number 1, as conveyed to the City of Ridgeland by Donald B. McGehee, et al as recorded in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Deed Book 211 at Page 730, 737, and 744 reference to which is hereby made in aid of and as a part of this description, said right-of-way line being in a curve to the right having a central angle of 07 degrees 44 minutes 18 seconds and a radius of 733.62 feet; run thence Northwesterly and along said south right-of-way line of North Park Drive as follows: run thence Northwesterly and along said curve to the right for an arc distance of 99.09 feet (chord bearing and distance, North 56 degrees 19 minutes 29 seconds West, 99.09 feet) to the point of tangency of said curve and the point of curvature of a curve o the left having a central angle of 28 degrees 22 minutes or seconds and a radius of 660.74 feet; run thence Northwesterly and along said curve to the left for an arc distance of 327.14 feet (chord bearing and distance, North 66 degrees 28 minutes 34 seconds West, 329.81 feet) to the northeast corner of that certain 2.46 acre parcel of land as recorded in said office of the Chancery Clerk in Deed Book 213 at Page 573; reference to which is hereby made in aid of and as a part of this description; run thence South 00 degrees 16 minutes 27 seconds east and along the east line of said 2.46 acre parcel for a distance of 227.43 feet to the southeast corner of aid 2.46 acre parcel; run thence South 889degrees 56 minutes 39 seconds West and along the south line of said 2.46 acre parcel for a distance of 215.70 feet to the Point of Beginning for the description of a parcel of land described as

follows:

Continue thence South 80 degrees 56 minutes 39 seconds West and along said south line of said 2.46 acre parcel of land for a distance of 105.69 feet to a point; run thence North 00 degrees 16 minutes 27 seconds West for a distance of 237.10 feet to a point on south right-of-way line of North Park Drive and north line of said 2.46 acre parcel; run thence South 80 degrees 45 minutes 43 seconds East and along said south right-of-way line of North Park Drive and said north line of said 2.46 acre parcel for a distance of 105.69 feet to a point run thence South 00 degrees 16 minutes 27 seconds East for a distance of 236.56 feet to the point of beginning.

The above described parcel of land is located in Lots 5 and 6, Block 400, Highland Colony Subdivision in Section 32, Township 7 North, Range 2 East, Madison County, Mississippi and contains 25,030 square feet or 0.575 acre, 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 441 NORTHPARK DRIVE AND IDENTIFIED AS TAX PARCEL NO. 072I-32C-017/16.00 IN THE CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI

WHEREAS, James W. Hood Family Foundation (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 December 9, 2021, at 6:00 o'clock p.m. and did thereafter forward its recommendation to the Mayor and Board or Aldermen; and,

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

> Commence at a 1" iron bar marking the northeast corner of Lot 3, Block 40 Highland Colony Subdivision and the Northeast corner of the Northwest Quarter of the Southwest Quarter of Section 32, Township 7 North, Range 2 East, Madison County, Mississippi; run thence South 00 degrees 03 minutes 16 seconds East and along the east boundary of Lots 3 and 6 for a distance of 1,269.08 feet to a point on the south right-of-way line of North Park Drive, a 80 feet wide road formerly known as Special Assessment Road Number 1, as conveyed to the City of Ridgeland by Donald B. McGehee, et al as recorded in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Deed Book 211 at Page 730, 737, and 744 reference to which is hereby made in aid of and as a part of this description, said right-of-way line being in a curve to the right having a central angle of 07 degrees 44 minutes 18 seconds and a radius of 733.62 feet; run thence Northwesterly and along said south right-of-way line of North Park Drive as follows: run thence Northwesterly and along said curve to the right for an arc distance of 99.09 feet (chord bearing and

distance, North 56 degrees 19 minutes 29 seconds West, 99.09 feet) to the point of tangency of said curve and the point of curvature of a curve o the left having a central angle of 28 degrees 22 minutes or seconds and a radius of 660.74 feet; run thence Northwesterly and along said curve to the left for an arc distance of 327.14 feet (chord bearing and distance, North 66 degrees 28 minutes 34 seconds West, 329.81 feet) to the northeast corner of that certain 2.46 acre parcel of land as recorded in said office of the Chancery Clerk in Deed Book 213 at Page 573; reference to which is hereby made in aid of and as a part of this description; run thence South 00 degrees 16 minutes 27 seconds east and along the east line of said 2.46 acre parcel for a distance of 227.43 feet to the southeast corner of aid 2.46 acre parcel; run thence South 889degrees 56 minutes 39 seconds West and along the south line of said 2.46 acre parcel for a distance of 215.70 feet to the Point of Beginning for the description of a parcel of land described as follows:

Continue thence South 80 degrees 56 minutes 39 seconds West and along said south line of said 2.46 acre parcel of land for a distance of 105.69 feet to a point; run thence North 00 degrees 16 minutes 27 seconds West for a distance of 237.10 feet to a point on south right-of-way line of North Park Drive and north line of said 2.46 acre parcel; run thence South 80 degrees 45 minutes 43 seconds East and along said south right-of-way line of North Park Drive and said north line of said 2.46 acre parcel for a distance of 105.69 feet to a point run thence South 00 degrees 16 minutes 27 seconds East for a distance of 236.56 feet to the point of beginning.

The above described parcel of land is located in Lots 5 and 6, Block 400, Highland Colony Subdivision in Section 32, Township 7 North, Range 2 East, Madison County, Mississippi and contains 25,030 square feet or 0.575 acre, 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]

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, James W. Hood Family Foundation, (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 James W. Hood Family Foundation (hereinafter referred to as "Petitioner").

2. The Petitioner's mailing address is 3100 Old Canton Road Jackson, MS 39216 and the Petitioner's attorney or representative's mailing address is NA.

3. The Petitioner's phone number is (601) 540-8601 and the Petitioner's attorney's phone number is (if applicable) NA.

4. The record title holder of the property is Bell Enterprises LLC, 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 443 Northpark Drive

Ridgeland, MS 39157 601-209-0458.

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: 443 Northpark Drive

Ridgeland, Mississippi 39157

(and/or) Tax Parcel ID Number(s): 0721-32C-017/08

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: Private education space

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

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

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

    The parcel is located directly adjacent to an existing parcel that is zoned for educational use, and this property would be a natural extension of this use.

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

    No impact

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

No

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?

No special provisions will be required for ingress or egress, as the use will utilize existing parking and access and also utilize neighboring church parking and traffic infrastructure if needed.

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?

No special provisions will be required. If additional parking is needed it will utilize Pear Orchard Presbyterian Church's existing parking infrastructure.

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

Not Applicable, will utilize existing shared refuse storage areas.

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

Not applicable, will utilize existing structure and drainage system.

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

Not applicable, existing utilities will adequately serve the new use.

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

No special provisions will be required, as existing signage and lighting is sufficient for the proposed use.

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?

No special provisions will be required because the hours of operation will not be changed from the current use

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

No special provisions will be required to address safety, as the existing structure adequately addresses safety for the proposed use.

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

Not applicable, no negative impact on the capacity of public facilities is expected.

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

Not applicable, no negative environmental and economic impact is expected.

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 J. Wilson Hood

DATE 11/2/2021

EXHIBIT A

BOOK 3876 PAGE 453 DOC 01 TY W
INST # 895241 MADISON COUNTY MS.
This instrument was filed for
record 7/02/20 at 10:37:46 AM
RONNY LOTT, C.C. BY: CWH D.C.

PREPARED BY AND RETURN TO:
Jack W. Cooke, Jr., P. A. 220-2600
1437 Old Square Road, Suite 106
Jackson, Mississippi 39211
(601) 981-1912
File #: 200157

GRANTOR ADDRESS:
Nell WyattProperties, LLC
111 Hidden Heights
Ridgeland, MS 39157
601-201-8533

GRANTEE ADDRESS:
Bell Enterprises, LLC
PO Box 1876
Ridgeland, MS 39158
601-209-0458

INDEXING INSTRUCTIONS: Lot 6, Block 40, Highland Colony, Madison County, MS

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS ($10.00), cash in hand paid and other good, legal and valuable considerations, the receipt of all of which is hereby acknowledged, the undersigned Nell Wyatt Properties, LLC, a Limited Liability Company, does hereby sell, convey and warrant unto Bell Enterprises, LLC, a Limited Liability Company, the land and property which is situated in the County of Madison, State of Mississippi, described as follows, to-wit:

SEE ATTACHED EXHIBIT "A"

THIS CONVEYANCE is made subject to all applicable building restrictions, restrictive covenants, easements and mineral reservations of record.

3

IT IS AGREED and understood that the taxes for the current year have been prorated as of this date on an estimated basis. When said taxes are actually determined, if the proration as of this date is incorrect, then the Grantor agrees to pay to the Grantee or its assigns any amount which is a deficit on an actual proration and likewise, the Grantee agrees to pay to the Grantor any amount overpaid by Grantor.

By acceptance of this conveyance, grantee agrees to provide grantor with proof of yearly payment of real estate property taxes and hazard insurance for the period of the grantor's financing of grantee's purchase of this property.

WITNESS THE SIGNATURE of the Grantor, this the 25th day of June, 2020.

Nell Wyatt Properties, LLC

By: Nell H. Wyatt
Nell H. Wyatt, Member

STATE OF MISSISSIPPI:

COUNTY OF HINDS:

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, on this 25th day of June, 2020, within my jurisdiction, the within named, Nell H. Wyatt, who acknowledged to me that she is Member of the within named, Nell Wyatt Properties, LLC, and that for and on behalf of the said company, and as its act and deed she executed and delivered the above and foregoing instrument, after first having been duly authorized by said company so to do.

GIVEN under my hand and the official seal of my office.

Melanie Howell
NOTARY PUBLIC
My Commission Expires:

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 111638 MELANIE HOWELL Commission Expires June 12, 2023 MADISON COUNTY

BOOK 3876 PAGE 453 DOC 01 TY W
INST # 895241 MADISON COUNTY MS.
This instrument was filed for
record 7/02/20 at 10:37:46 AM
RONNY LOTT, C.C. BY: CWH D.C.

PREPARED BY AND RETURN TO:
Jack W. Cooke, Jr., P. A.
1437 Old Square Road, Suite 106
Jackson, Mississippi 39211
(601) 981-1912
File #: 200157

220-2600

GRANTOR ADDRESS:
Nell WyattProperties, LLC
111 Hidden Heights
Ridgeland, MS 39157
601-201-8533

GRANTEE ADDRESS:
Bell Enterprises, LLC
PO Box 1876
Ridgeland, MS 39158
601-209-0458

INDEXING INSTRUCTIONS: Lot 6, Block 40, Highland Colony, Madison County, MS

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS ($10.00), cash in hand paid and other good, legal and valuable considerations, the receipt of all of which is hereby acknowledged, the undersigned Nell Wyatt Properties, LLC, a Limited Liability Company, does hereby sell, convey and warrant unto Bell Enterprises, LLC, a Limited Liability Company, the land and property which is situated in the County of Madison, State of Mississippi, described as follows, to-wit:

SEE ATTACHED EXHIBIT "A"

THIS CONVEYANCE is made subject to all applicable building restrictions, restrictive covenants, easements and mineral reservations of record.

3

IT IS AGREED and understood that the taxes for the current year have been prorated as of this date on an estimated basis. When said taxes are actually determined, if the proration as of this date is incorrect, then the Grantor agrees to pay to the Grantee or its assigns any amount which is a deficit on an actual proration and likewise, the Grantee agrees to pay to the Grantor any amount overpaid by Grantor.

By acceptance of this conveyance, grantee agrees to provide grantor with proof of yearly payment of real estate property taxes and hazard insurance for the period of the grantor's financing of grantee's purchase of this property.

WITNESS THE SIGNATURE of the Grantor, this the 25th day of June, 2020.

Nell Wyatt Properties, LLC

By: Nell H. Wyatt
Nell H. Wyatt, Member

STATE OF MISSISSIPPI:

COUNTY OF HINDS:

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, on this 25th day of June, 2020, within my jurisdiction, the within named, Nell H. Wyatt, who acknowledged to me that she is Member of the within named, Nell Wyatt Properties, LLC, and that for and on behalf of the said company, and as its act and deed she executed and delivered the above and foregoing instrument, after first having been duly authorized by said company so to do.

GIVEN under my hand and the official seal of my office.

Melanie Howell
NOTARY PUBLIC
My Commission Expires:

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 111638
MELANIE HOWELL
Commission Expires
June 12, 2023
MADISON COUNTY

EXHIBIT "A"
LEGAL DESCRIPTION

A certain parcel of land being a part of Lot 6, Block 40, Highland Colony Subdivision situated in Section 32, T7N-R2E, City of Ridgeland, Madison County, Mississippi, and being more particularly described as follows:

Commence at a 1" iron bar marking the Northeast corner of Lot 3, Block 40 of said Highland Colony Subdivision and the Northeast corner of the Northwest 1/4 of the Southwest 1/4 of Said Section 32, T7N-R2E and run thence South 00 degrees 03 minutes 16 seconds East along the East line of said Lots 3 and 6 for a distance of 1,269.08 feet to a point on the South right-of-way line of North Park Drive, an 80 foot wide road formerly known as Special Assessment Road Number 1, as conveyed to the City of Ridgeland by Donald B. McGehee, et al, as recorded in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Deed Book 211 at Page 730, 737 and 744, reference to which is hereby made in aid of and as a part of this description; said right-of-way line being in the arc of a curve bearing to the right having a central angle of 07 degrees 44 minutes 18 seconds and a radius of 733.62 feet; run thence northwesterly and along said South right-of-way line of North Park Drive as follows: run thence northwesterly and along the arc of said curve an arc length of 99.08 feet; said curve having a chord bearing of North 56 degrees 19 minutes 29 seconds West and a chord distance of 99.01 feet to the Point of Tangency of said curve; said point being the Point of Curvature of a curve bearing to the left having a central angle of 28 degrees 22 minutes 04 seconds and a radius of 660.74 feet; run thence northwesterly along the arc of said curve an arc length of 327.14 feet; said curve having a chord bearing of North 66 degrees 38 minutes 34 seconds West and a chord distance of 328.81 feet to the Northeast corner of that certain 2.46 acre tract of land as described in deed recorded in Deed Book 213 at Page 573, on file and of record in the aforesaid Chancery Clerk's office; run thence South 00 degrees 16 minutes 27 seconds East along the East line of said 2.46 acre tract for a distance of 227.43 feet to the Southeast corner thereof; run thence South 89 degrees 56 minutes 39 seconds West and along the South line of said 2.46 acre tract for a distance of 110.00 feet to the POINT OF BEGINNING of the parcel of land herein described; from said POINT OF BEGINNING, continue thence South 89 degrees 56 minutes 39 seconds West and along said South line of said 2.46 acre tract for a distance of 105.70 feet to a point; run thence North 00 degrees 16 minutes 27 seconds West for a distance of 236.56 feet to a point on the aforesaid South right-of-way line of North Park Drive; said point being on the North line of said 2.46 acre tract; run thence South 89 degrees 45 minutes 43 seconds East and along said South right-of-way line of North Park Drive and along the North line of said 2.46 acre tract for a distance of 105.70 feet to a point; leaving said South right-of-way line of North Park Drive and the North line of said 2.46 acre tract, run thence South 00 degrees 16 minutes 27 seconds East for a distance of 236.02 feet to the POINT OF BEGINNING, containing 0.573 acres, more or less.

SIGNED FOR IDENTIFICATION PURPOSES, this the 16th day of June, 2020.

Nell Wyatt Properties, LLC

By: Nell H. Wyatt

Nell H. Wyatt, Member

EXHIBIT "A"
LEGAL DESCRIPTION

A certain parcel of land being a part of Lot 6, Block 40, Highland Colony Subdivision situated in Section 32, T7N-R2E, City of Ridgeland, Madison County, Mississippi, and being more particularly described as follows:

Commence at a 1" iron bar marking the Northeast corner of Lot 3, Block 40 of said Highland Colony Subdivision and the Northeast corner of the Northwest 1/4 of the Southwest 1/4 of Said Section 32, T7N-R2E and run thence South 00 degrees 03 minutes 16 seconds East along the East line of said Lots 3 and 6 for a distance of 1,269.08 feet to a point on the South right-of-way line of North Park Drive, an 80 foot wide road formerly known as Special Assessment Road Number 1, as conveyed to the City of Ridgeland by Donald B. McGehee, et al, as recorded in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Deed Book 211 at Page 730, 737 and 744, reference to which is hereby made in aid of and as a part of this description; said right-of-way line being in the arc of a curve bearing to the right having a central angle of 07 degrees 44 minutes 18 seconds and a radius of 733.62 feet; run thence northwesterly and along said South right-of-way line of North Park Drive as follows: run thence northwesterly and along the arc of said curve an arc length of 99.08 feet; said curve having a chord bearing of North 56 degrees 19 minutes 29 seconds West and a chord distance of 99.01 feet to the Point of Tangency of said curve; said point being the Point of Curvature of a curve bearing to the left having a central angle of 28 degrees 22 minutes 04 seconds and a radius of 660.74 feet; run thence northwesterly along the arc of said curve an arc length of 327.14 feet; said curve having a chord bearing of North 66 degrees 38 minutes 34 seconds West and a chord distance of 328.81 feet to the Northeast corner of that certain 2.46 acre tract of land as described in deed recorded in Deed Book 213 at Page 573, on file and of record in the aforesaid Chancery Clerk's office; run thence South 00 degrees 16 minutes 27 seconds East along the East line of said 2.46 acre tract for a distance of 227.43 feet to the Southeast corner thereof; run thence South 89 degrees 56 minutes 39 seconds West and along the South line of said 2.46 acre tract for a distance of 110.00 feet to the POINT OF BEGINNING of the parcel of land herein described; from said POINT OF BEGINNING, continue thence South 89 degrees 56 minutes 39 seconds West and along said South line of said 2.46 acre tract for a distance of 105.70 feet to a point; run thence North 00 degrees 16 minutes 27 seconds West for a distance of 236.56 feet to a point on the aforesaid South right-of-way line of North Park Drive; said point being on the North line of said 2.46 acre tract; run thence South 89 degrees 45 minutes 43 seconds East and along said South right-of-way line of North Park Drive and along the North line of said 2.46 acre tract for a distance of 105.70 feet to a point; leaving said South right-of-way line of North Park Drive and the North line of said 2.46 acre tract, run thence South 00 degrees 16 minutes 27 seconds East for a distance of 236.02 feet to the POINT OF BEGINNING, containing 0.573 acres, more or less.

SIGNED FOR IDENTIFICATION PURPOSES, this the 16th day of June, 2020.

Nell Wyatt Properties, LLC

By: Nell H. Wyatt
Nell H. Wyatt, Member

Exhibit B

10/29/2021

To Whom it May Concern,

As the Owner of 443 Northpark Drive in Ridgeland, Mississippi, Bell Enterprises LLC gives the James W. Hood Family Foundation (Petitioner) authority to act on behalf of the Owner to petition for a Conditional Use Permit for 443 Northpark Drive, Parcel ID #0721-32C-017.

Bell Enterprises LLC
By: William C. Bell, Sole Member

THIS PROPERTY OWNERSHIP MAP IS FOR TAX PURPOSES ONLY.
IT IS NOT INTENDED FOR CONVEYANCES NOR IS IT A LEGAL SURVEY.
THIS MAP WAS PREPARED BY:

TRI-STATE CONSULTING SERVICES, INC

415 CHURCH AVE
PHILADELPHIA, MS 39350
Ph: (601)656-2569

109 SOUTH 4TH ST
GADSDEN, AL 35109
Ph: (205)338-1060

LEGEND

COUNTY LINE
CORPORATION LINE
TOWNSHIP, RANGE LINE
SECTION LINE
PROPERTY LINE
TAX DISTRICT LINE

PARCEL NUMBER	15
ACREAGE	2.4 AC
SUBDIVISION LOT NUMBER	23
DIMENSION	160'
SUBDIVISION BLOCK	(5)

072I32C

1/4 SECTION

B	A
C	D

TOWNSHIP LOCATOR

COUNTY LOCATOR

MADISON COUNTY, MISSISSIPPI

SECTION	32
TOWNSHIP	7N
RANGE	2E

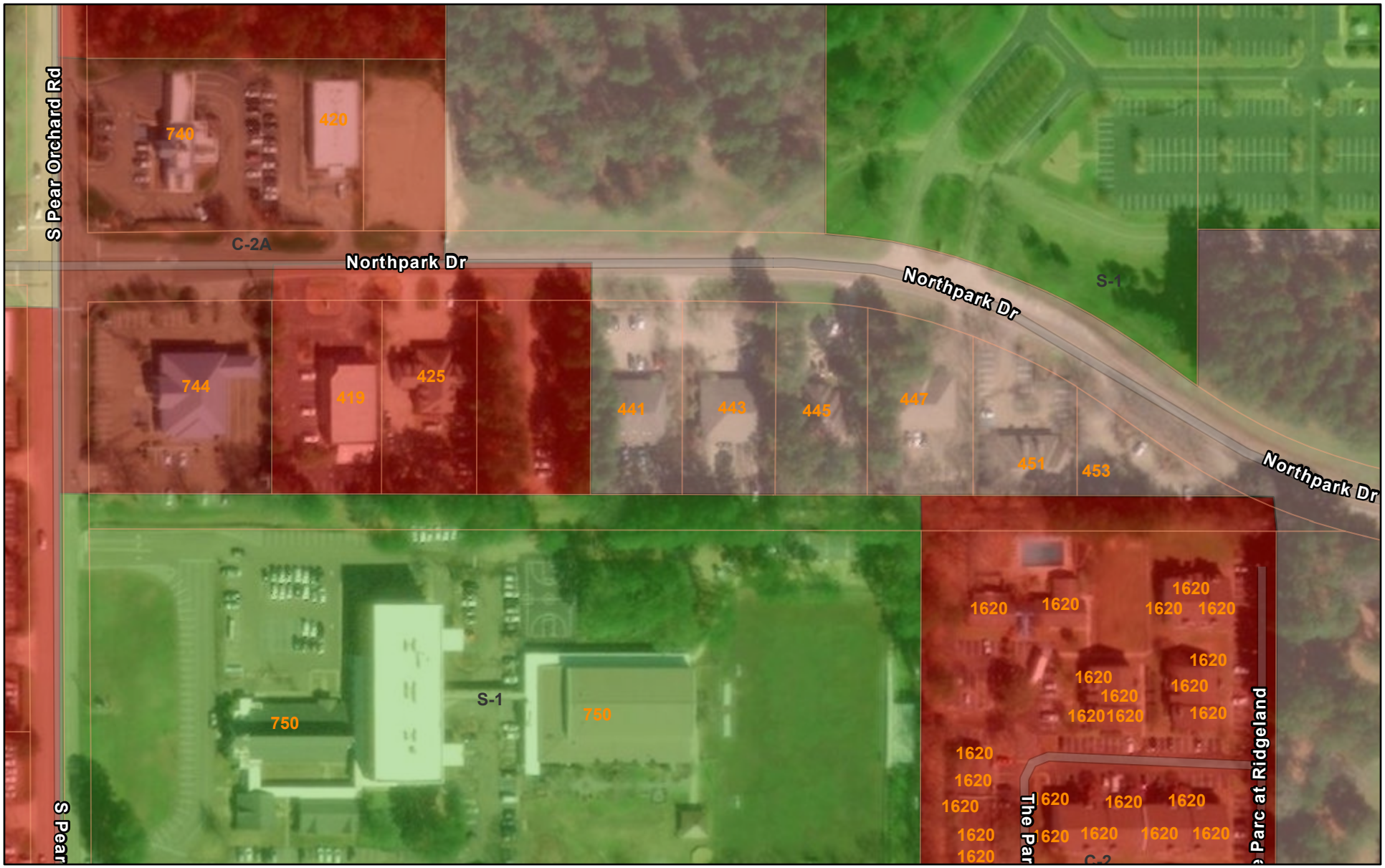
DATE OF PHOTOGRAPHY
JANUARY-MARCH, 2018

0' 100' 200'
SCALE: 200'

N

MAP:
072I32C

ArcGIS Web Map



11/24/2021, 12:48:43 PM

Zoning

S-1

C-1

C-2

C-2A

C-6

City_Limits

Parcels

Addresses

1:2,257

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

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, METI/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, December 9, 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
Drew Malone
Michelle Caballero
Theresa Kennedy
Judy Rice
Jim Collette

Absent:

Don Roberts

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 Drew Malone.

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 Dimensional Variance for James R. Cobb Sr. – *Petitioner*

   Property Address/Description:
   123 Timbercrest Drive

   Tax Parcel No:
   072D-20C-001/98.00
   (December 9, 2021)

4. Public Hearing for Petition and Application for Conditional Use for James W. Hood Family Foundation – *Petitioner*

   Property Address/Description:
   441 Northpark Drive

   Tax Parcel No:
   072I-32C-017/16.00
   (December 9, 2021)

5. Public Hearing for Petition and Application for Conditional Use for James W. Hood Family Foundation – *Petitioner*

   Property Address/Description:
   443 Northpark Drive

   Tax Parcel No:
   072I-32C-017/08.00
   (December 9, 2021)

6. Public Hearing for Petition and Application for Conditional Use for Sartain Associates Inc. – *Petitioner*

   Property Address/Description:
   Northeast Corner of Old Canton Road and William Blvd

   Tax Parcel No:
   072H-33C-100/03.00, 072H-33C-100/05.00, 072H-33C-100/06.00
   (December 9, 2021)

7. Public Hearing for Petition and Application for Dimensional Variance for Sartain Associates Inc. – *Petitioner*

   Property Address/Description:
   Northeast Corner of Old Canton Road and William Blvd

   Tax Parcel No:
   072H-33C-100/03.00, 072H-33C-100/05.00, 072H-33C-100/06.00
   (December 9, 2021)

8. Old Business/New Business.

9. Adjourn

The Board considered the Minutes of the Nov. 18, 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 Dimensional Variance for James R. Cobb, Sr.

Chairman Bernie Giessner opened the Public Hearing on the Petition and Application for Dimensional Variance for James R. Cobb, Sr. for property located at 123 Timbercrest Drive and identified by tax parcel number 072D-20C-001/98.00. The subject property is presently zoned R-2 Single Family Residential District. Petitioner, Mr. James Cobb, appeared and spoke on behalf of the Petition confirming notice was sent. Mr. Cobb addressed the Zoning Board and stated he is requesting the dimensional variance to reduce the 25' rear setback requirement to 8' rear setback to allow him to build a garage on the subject property.

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. Miller, the Board voted unanimously to recommend to the Mayor and Board of Aldermen that they approve the requested dimensional variance to reduce the required 25' rear setback to an 8' rear setback on the R-2 zoned subject property in the City of Ridgeland.

Public Hearing for Petition and Application for
Conditional Use Permit for James W. Hood Family Foundation

Chairman Bernie Giessner opened the Public Hearing on the Petition and Application for Conditional Use Permit for James W. Hood Family Foundation for property located at 441 Northpark Drive and identified by Tax Parcel Number 072I-32C-017/16.00. The subject property is presently zoned C-1. Matt Grenfell, President of the Board of Trustees for Christ Covenant School appeared and spoke on behalf of the Petition confirming notice was sent. Petitioner is requesting the conditional use permit to allow for the operation of a private education space on the subject property. Petitioner is purchasing the subject property with plans to renovate the existing building to house grades 9 through 12 and enter into a long-term lease with Christ Covenant School. When questioned about parking, Petitioner stated parking will be on Christ Covenant campus.

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 the operation of a private education space on the subject property located within the C-1 Low Intensity Commercial District.

Public Hearing for Petition and Application for
Conditional Use Permit for James W. Hood Family Foundation

Chairman Bernie Giessner opened the Public Hearing on the Petition and Application for Conditional Use Permit for James W. Hood Family Foundation for property located at 443 Northpark Drive and identified by Tax Parcel Number 072I-32C-017/08.00. The subject property is presently zoned C-1. Matt Grenfell, President of the Board of Trustees for Christ Covenant School appeared and spoke on behalf of the Petition confirming notice was sent. Petitioner is requesting the conditional use permit to allow for the operation of a private education space on the subject property. Petitioner is purchasing the subject property with plans to renovate the existing building to house grades 9 through 12 and enter into a long-term lease with Christ Covenant School. When questioned about parking, Petitioner stated parking will be on Christ Covenant campus.

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 the operation of a private education space on the subject property located within the C-1 Low Intensity Commercial District.

Public Hearing for Petition and Application for Conditional Use Permit for Sartain Associates, Inc.

And

Public Hearing for Petition and Application for Dimensional Variance for Sartain Associates, Inc.

Chairman Bernie Giessner opened the Public Hearing on the Petition and Application for Conditional Use Permit for Sartain Associates, Inc. for property located at the Northeast Corner of Old Canton Road and William Blvd. in the City of Ridgeland and identified by Tax Parcel Numbers 072H-33C-100/03.00, 072H-33C-100/05.00, and 072H-33C-100/06.00. The subject property is presently zoned MU-1. Brian Sartain appeared and spoke on behalf of the Petition confirming notice was sent. Petitioner is requesting the conditional use permit to allow the construction of detached, zero lot line, single family residential dwellings on the MU-1 Mixed Use District zoned property.

The Board held at the same time the additional Public Hearing requested by Petitioner on the Petition and Application for Dimensional Variance for Sartain Associates, Inc. for the same real property presently zoned MU-1 Mixed Use District. Petitioner is also requesting a dimensional variance to allow for single-family detached age restricted neighborhood on the MU-1 Mixed Use District zoned property with 15' front and 10' rear setbacks.

With respect to the conditional use, there was discussion regarding MU-1 requirements vs. R-4 requirements and the interpretation of each. Petitioner's interprets MU-1 requirements differently than Zoning Board members. When questioned why R-4 is mentioned in the Petition, Jordan Lohman advised the Board it is because MU doesn't speak to zero lot line dwellings unless part of a mixed-use development. Ms. Caballero stated that no phasing and sequencing plans were submitted which is a requirement of the MU-1. Petitioner stated nothing is being developed other than what is being requested and that Petitioner has no plans to develop anything other than residential. Ms. Caballero pointed out that the property across William Boulevard is within the same parcel, being a total of 29 acres and if granted the conditional use would attach to that property as well, not only to the 12 acres requested by Petitioner. Petitioner was unaware that the tax parcel crossed William Boulevard. Petition believes clarification is needed for the MU-1 district requirements.

With respect to the Dimensional Variance, Petitioner stated the request is for 15' front setbacks and 10' rear setbacks. Petitioner plans for a 40' buffer around the perimeter of the property between back of homes and edge of property.

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 Conditional Use Petition. Mr. Collette moved for the Board to recommend to the Mayor and Board of Aldermen that they deny the conditional use for Petitioner to allow the construction of detached, zero lot line, single-family residential dwellings on the MU-1 Mixed Use District

zoned property. Mr. Drew Malone seconded the motion. The Chairman called for a vote. The vote was 5-1 with Larry Miller, Drew Malone, Michelle Caballero, Theresa Kennedy and Jim Collette voting Aye and Judy Rice voting Nay. The Chairman declared the motion carried.

Chairman Bernie Giessner then called for a vote on the Dimensional Variance Petition. On motion by Ms. Michelle Caballero and seconded by Mr. Jim Collette, the Board voted unanimously to table the hearing on the dimensional variance petition till the first regular January meeting of the Zoning Board to be held on Jan. 6, 2022, or until the conditional use application is resolved.

OLD BUSINESS

None.

NEW BUSINESS

None.

There was no further business to be presented.

ADJOURN

Mr. Malone moved that the meeting be adjourned. The motion was seconded by Ms. Kennedy 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 443 NORTHPARK DRIVE AND IDENTIFIED AS TAX PARCEL NO. 072I-32C-017/08.00 IN THE CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI

WHEREAS, James W. Hood Family Foundation (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 "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 December 9, 2021, at 6:00 o'clock p.m.; and,

WHEREAS, the City Clerk did cause notice of the December 9, 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 required in the Petition; and,

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

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

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

SECTION 2. That the findings of fact contained in the Zoning Board's December 9, 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 for the operation of a private

education use on the subject property within the C-1 Low Intensity Commercial zoning 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 for the operation of a private education use on the subject property within the C-1 Low Intensity Commercial zoning 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:

> A certain parcel of land being a part of Lot 6, Block 40, Highland Colony Subdivision situated in Section 32, T7N-R2E, City of Ridgeland, Madison County, Mississippi, and being more particularly described as follows:
>
> Commence at a 1" iron bar marking the Northeast corner of Lot 3, Block 40 of said Highland Colony Subdivision and the Northeast corner of the Northwest ½ of the Southwest ¼ of Said Section 32, T7N-R2E and run thence South 00 degrees 03 minutes 16 seconds East along the East line of said Lots 3 and 6 for a distance of 1,269.08 feet to a point on the South right-of-way line of North Park Drive, an 80 foot wide road formerly known as Special Assessment Road Number 1, as conveyed to the City of Ridgeland by Donald B. McGehee, et al, as recorded in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Deed Book 211 at Page 730, 737 and 744, reference to which is hereby made in aid of and as a part of this description; said right-of-way line being in the arc of a curve bearing to the right having a central angle of 07 degrees 44 minutes 18 seconds and a radius of 733.62 feet; run thence northwesterly and along the arc of said curve an arc length of 99.08 feet; said curve having a chord bearing of North 56 degrees 19 minutes 29 seconds West and a chord distance of 99.01 feet to the Point of Tangency of said curve; said point being the Point of Curvature of a curve bearing to the left having a central angle of 28 degrees 22 minutes 04 seconds and a radius of 660.74 feet; run thence northwesterly along the arc of said curve an arc length of 327.14 feet; save curve having a chord bearing of North 66 degrees 38 minutes 34 seconds West and a chord distance of 328.81 feet to the Northeast corner of that certain 2.46 acre tract of land as described in deed recorded in

Deed Book 213 at Page 573, on file and or record in the aforesaid Chancery Clerk's office; run thence South 00 degrees 16 minutes 27 seconds East along the East line of said 2.46 acre tract for a distance of 227.43 feet to the Southeast corner thereof; run thence South 89 degrees 56 minutes 39 second West and along the South line of said 2.46 acre tract for a distance of 110.00 feet to the POINT OF BEGINNING of the parcel of land herein described; from said POINT OF BEGINNING, continue thence South 89 degrees 56 minutes 39 seconds West and along said South line of said 2.46 acre tract for a distance of 236.56 feet to a point on the aforesaid South right-of-way line of North Park Drive; said point being on the North line of said 2.46 acre tract; run thence South 89 degrees 45 minutes 43 seconds East and along said South right-of-way line of North Park Drive and along the North line of said 2.46 are tract for a distance of 105.70 feet to a point; leaving said South right-of-way line of North Park Drive and the North line of said 2.46 acre tract, run thence South 00 degrees 16 minutes 27 seconds East for a distance of 236.02 feet to the POINT OF BEGINNING, containing 0.573 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 443 NORTHPARK DRIVE AND IDENTIFIED AS TAX PARCEL NO. 072I-32C-017/08.00 IN THE CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI

WHEREAS, James W. Hood Family Foundation (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 December 9, 2021, at 6:00 o'clock p.m. and did thereafter forward its recommendation to the Mayor and Board or Aldermen; and,

WHEREAS, the Mayor and Board of Aldermen are familiar with the property and existing land uses within the City of Ridgeland and in the area of the City where the property is located, and in acting on this Resolution, have duly considered the matters and facts within their personal knowledge as same 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 certain parcel of land being a part of Lot 6, Block 40, Highland Colony Subdivision situated in Section 32, T7N-R2E, City of Ridgeland, Madison County, Mississippi, and being more particularly described as follows:
>
> Commence at a 1" iron bar marking the Northeast corner of Lot 3, Block 40 of said Highland Colony Subdivision and the Northeast corner of the Northwest ½ of the Southwest ¼ of Said Section 32, T7N-R2E and run thence South 00 degrees 03 minutes 16 seconds East along the East line of said Lots 3 and 6 for a distance of 1,269.08 feet to a point on the South right-of-way line of North Park Drive, an 80 foot wide road formerly known as Special Assessment Road Number 1, as conveyed to the City of Ridgeland by Donald B. McGehee, et al, as recorded in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Deed Book 211 at Page 730, 737 and 744, reference to which is hereby made in aid of and as a part of this description; said right-of-way line being in the arc of a curve bearing to the right having a central angle of 07 degrees 44 minutes

18 seconds and a radius of 733.62 feet; run thence northwesterly and along the arc of said curve an arc length of 99.08 feet; said curve having a chord bearing of North 56 degrees 19 minutes 29 seconds West and a chord distance of 99.01 feet to the Point of Tangency of said curve; said point being the Point of Curvature of a curve bearing to the left having a central angle of 28 degrees 22 minutes 04 seconds and a radius of 660.74 feet; run thence northwesterly along the arc of said curve an arc length of 327.14 feet; save curve having a chord bearing of North 66 degrees 38 minutes 34 seconds West and a chord distance of 328.81 feet to the Northeast corner of that certain 2.46 acre tract of land as described in deed recorded in Deed Book 213 at Page 573, on file and or record in the aforesaid Chancery Clerk's office; run thence South 00 degrees 16 minutes 27 seconds East along the East line of said 2.46 acre tract for a distance of 227.43 feet to the Southeast corner thereof; run thence South 89 degrees 56 minutes 39 second West and along the South line of said 2.46 acre tract for a distance of 110.00 feet to the POINT OF BEGINNING of the parcel of land herein described; from said POINT OF BEGINNING, continue thence South 89 degrees 56 minutes 39 seconds West and along said South line of said 2.46 acre tract for a distance of 236.56 feet to a point on the aforesaid South right-of-way line of North Park Drive; said point being on the North line of said 2.46 acre tract; run thence South 89 degrees 45 minutes 43 seconds East and along said South right-of-way line of North Park Drive and along the North line of said 2.46 are tract for a distance of 105.70 feet to a point; leaving said South right-of-way line of North Park Drive and the North line of said 2.46 acre tract, run thence South 00 degrees 16 minutes 27 seconds East for a distance of 236.02 feet to the POINT OF BEGINNING, containing 0.573 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]

THE RESUBDIVISION OF THE HILLVIEW SUBDIVISION

SITUATED IN THE WEST 1/2 OF THE
NE 1/4 OF SECTION 23, T7N–R1E,
CITY OF RIDGELAND,
MADISON COUNTY, MISSISSIPPI

CURVE DATA

Ⓐ	Ⓑ	Ⓒ
Δ=10°18'50"	Δ=11°02'33"	Δ=9°19'56"
R=800.00 FT	R=750.00 FT	R=275.00 FT
L=144.01 FT	L=144.55 FT	L=44.79 FT
T=72.20 FT	T=72.50 FT	T=22.45 FT
CH=S63°41'08"W	CH=S64°02'00"W	CH=N22°35'00"W
CL=146.16 FT	CL=144.32 FT	CL=44.74 FT

GENERAL NOTES:

1.) IRON PINS SHALL BE SET AT ALL LOT CORNERS.

2.) THERE IS A 10' UTILITY EASEMENT ADJACENT TO ALL STREET RIGHT–OF–WAYS. THERE IS A 10' UTILITY EASEMENT ADJACENT TO EACH REAR LOT LINE. THERE IS A 10' UTILITY EASEMENT ADJACENT TO EACH SIDE LOT LINE.

3.) BUILDING SETBACKS: FRONT SETBACK – 100' FROM STREET R.O.W.
REAR SETBACK – 40' FROM REAR LOT LINES
SIDE SETBACK – 25' FROM SIDE LOT LINE

4.) BASED ON THE MINIMUM STANDARDS FOR LAND SURVEYING IN THE STATE OF MISSISSIPPI AS ESTABLISHED BY THE MISSISSIPPI STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, THIS IS A CLASS "B" SURVEY.

5.) REFERENCE MERIDIAN – BASED ON BOUNDARY OF THE HILLVIEW SUBDIVISION, AS RECORDED IN PLAT CABINET C, SLIDE 21, IN THE OFFICE OF THE CHANCERY CLERK OF MADISON COUNTY, MISSISSIPPI

6.) ALL LOTS IN THIS SUBDIVISION ARE LOCATED IN FLOOD ZONE "X" ACCORDING TO FLOOD INSURANCE RATE MAP 28089C0558F COMMUNITY PANEL NO. 280110 0558 F, EFFECTIVE MARCH 17, 2010.

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

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THE RESUBDIVISION OF THE HILLVIEW SUBDIVISION

SURVEYOR'S CERTIFICATE
STATE OF MISSISSIPPI
COUNTY OF MADISON

I, Joe Barton Ballard, Registered Professional Engineer And Land Surveyor, do hereby certify that at the request of Robert Steven Sinquefield and Stacy L. Floyd Sinquefield, Seied M. Ghafarianpoor and Nancy Ghafarianpoor, Joshua H. Poole and Elizabeth W. Poole, Clinton G. Herring Jr. and Terri S. Herring, Michael B. Wallace and Barbara C. Wallace, Donald K. Givan and Teresa Givan, Joy P. Batte, Susan Keyes Ward, Brock B. Westover and Evelyn Stewart Westover, Jeremy Vaughn and John Lyle, Elisabeth G. Rosenblatt, Richard E. Keyes, Peter F. Keyes and Susan Keyes Ward, Barnwell Properties, Inc., Peter F. Keyes, John Allgood and Elizabeth M. Allgood, Richard E. Keyes, Richard W. Russ and Susan C. Russ, the owners, I have subdivided and platted the following described land being situated in the WEST 1/2 of the NE 1/4 of Section 22, T7N-R1E, City of Ridgeland, Madison County, Mississippi, as follows, to wit:

A TRACT OF LAND CONTAINING 36.91 ACRES, MORE OR LESS, LYING AND BEING SITUATED IN THE WEST 1/2 OF THE NE 1/4 OF SECTION 23, T7N-R1E, CITY OF RIDGELAND, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE ON THE SOUTHERLY RIGHT-OF-WAY LINE OF RICHARDSON ROAD, A PAVED PUBLIC ROAD, SAID POINT BEING THE EASTERLY MOST CORNER OF THAT CERTAIN 4.30 ACRE TRACT OF LAND DESCRIBED IN DEED BOOK 102 AT PAGE 344 OF THE LAND RECORDS ON FILE IN THE CHANCERY CLERK'S OFFICE AT CANTON, MISSISSIPPI, REFERENCE OF WHICH IS HEREBY MADE; AND FROM SAID POINT RUN THENCE,

SOUTH 50 DEGREES 41 MINUTES 00 SECONDS WEST FOR A MEASURED DISTANCE OF 516.92 FEET TO A POINT ON THE WEST LINE OF SAID NE 1/4 OF SECTION 23; RUN THENCE

SOUTH 00 DEGREES 00 MINUTES 35 SECONDS EAST ALONG SAID WEST LINE OF THE NE 1/4 OF SECTION 23 FOR A DISTANCE OF 2028.44 FEET TO THE IRON PIN REPRESENTING THE CENTER POINT OF SAID SECTION 23; RUN THENCE

SOUTH 89 DEGREES 51 MINUTES 49 SECONDS EAST AND ALONG THE SOUTH LINE OF SAID NE 1/4 OF SECTION 23 FOR A DISTANCE OF 659.10 FEET; RUN THENCE

NORTH 03 DEGREES 52 MINUTES 35 SECONDS EAST FOR A DISTANCE OF 2077.15 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED RICHARDSON ROAD; RUN THENCE

NORTHWESTERLY AND ALONG THE ARC OF A CURVE IN SAID SOUTHERLY RIGHT-OF-WAY LINE OF RICHARDSON ROAD FOR A DISTANCE OF 495.05 FEET, SAID CURVE HAVING A RADIUS OF 1142.48 FEET AND A CHORD BEARING OF NORTH 54 DEGREES 30 MINUTES 53 SECONDS WEST WITH A DISTANCE OF 491.19 FEET BACK TO THE POINT OF BEGINNING OF THE ABOVE DESCRIBED TRACT OF LAND.

WITNESS MY SIGNATURE on this the _____ day of _____, 2021.

JOE BARTON BALLARD REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR PE 14212 PLS-2871 STATE OF MISSISSIPPI

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

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

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

WITNESS MY SIGNATURE on this the _____ day of

_____, 2021.

JOE BARTON BALLARD REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR PE 14212 PLS-2871 STATE OF MISSISSIPPI

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

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

We have examined this plat and find that it conforms to all conditions set forth on the preliminary plat as approved by the Mayor and Board of Aldermen and thus recommend final approval.

_____ Public Works Director

_____ Chairman, City Panning and Zoning Board

CITY APPROVAL CERTIFICATE
STATE OF MISSISSIPPI
CITY OF RIDGELAND
COUNTY OF MADISON

I hereby certify that this is a true copy and that this plat was approved by the Mayor and Board of Aldermen in session on the _____ day of _____, 2021

ATTEST:

_____ City Clerk
City of Ridgeland

_____ Mayor
City of Ridgeland

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

We, Robert Steven Sinquefield and Stacy L. Floyd Sinquefield, do hereby certify that we are the owners of the land described in the foregoing certificate of Joe Barton Ballard, Professional Engineer and Land Surveyor, and also as described in Plat Cabinet C, Slide 21, and that as owners, have caused the same to be subdivided and platted as shown hereon, and hereby adopt this plat of said subdivision as the free act and deed of owners, have dedicated all utilities to the public use.

Notwithstanding anything to the contrary appearing in this Certificate or elsewhere on this plat, the undersigned does hereby grant and convey to the City of Ridgeland, or to the proper entity lawfully owning, operating, or maintaining any utility system in this subdivision, THE RESUBDIVISION OF THE HILLVIEW SUBDIVISION, a right of way and easement over, along, and across said streets or drives as shown on said plat or across any other area designated as a utility easement, for the purpose of constructing, servicing, maintaining, or repairing any of said utilities.

All utilities, utility easements, and other easements are as designated and defined hereon and in the above referenced Declaration, as the same may be amended from time to time, or as may be reserved or delineated in any conveyance by, or otherwise specified by the undersigned.

Witness my signature on this the _____ day of _____, 2021.

_____ Robert Steven Sinquefield, Owner
Lot 1, The Hillview Subdivision

_____ Stacy L. Floyd Sinquefield, Owner
Lot 1, The Hillview Subdivision

ACKNOWLEDGEMENT
STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally appeared before me, the within named Joe Barton Ballard, Professional Land Surveyor, who acknowledged to me that he signed and delivered the Plat and Certificate thereon on the day and year herein mentioned.

Given under my hand and official seal of office on this the _____ day of _____, 2021.

Notary Public _____

My Commission Expires: _____

FILING AND RECORDATION
STATE OF MISSISSIPPI
COUNTY OF MADISON

I, Ronny Lott, Chancery Clerk in and for said County and State, do hereby certify that the final plat of THE RESUBDIVISION OF THE HILLVIEW SUBDIVISION was filed for record in my office on this the _____ day of _____, 2021, and was duly recorded in Plat Cabinet at Slide _____ of the records and plats of land in Madison County, Mississippi.

Given under my hand and official seal of office on this the _____ day of _____, 2021.

_____ _____ D.C.
Ronny Lott, Chancery Clerk

CERTIFICATE OF COMPARISON
STATE OF MISSISSIPPI
COUNTY OF MADISON

We, Ronny Lott, Chancery Clerk, and Joe Barton Ballard, Professional Engineer and Land surveyor, do hereby certify that we have carefully compared this plat of THE RESUBDIVISION OF THE HILLVIEW SUBDIVISION, with the original thereof, as made by Joe Barton Ballard, Professional Engineer and Land Surveyor, and find it to be a true and correct copy of said map or plat.

Given under my hand and seal of office on this the _____ day of _____, 2021.

_____ Ronny Lott, Chancery Clerk

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

By: _____ D.C.

JOE BARTON BALLARD REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR PE 14212 PLS-2871 STATE OF MISSISSIPPI

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

We, Seied M. Ghafarianpoor and Nancy Ghafarianpoor, do hereby certify that we are the owners of the land described in the foregoing certificate of Joe Barton Ballard, Professional Engineer and Land Surveyor, and also as described in Plat Cabinet C, Slide 21, and that as owners, have caused the same to be subdivided and platted as shown hereon, and hereby adopt this plat of said subdivision as the free act and deed of owners, have dedicated all utilities to the public use.

Notwithstanding anything to the contrary appearing in this Certificate or elsewhere on this plat, the undersigned does hereby grant and convey to the City of Ridgeland, or to the proper entity lawfully owning, operating, or maintaining any utility system in this subdivision, THE RESUBDIVISION OF THE HILLVIEW SUBDIVISION, a right of way and easement over, along, and across said streets or drives as shown on said plat or across any other area designated as a utility easement, for the purpose of constructing, servicing, maintaining, or repairing any of said utilities.

All utilities, utility easements, and other easements are as designated and defined hereon and in the above referenced Declaration, as the same may be amended from time to time, or as may be reserved or delineated in any conveyance by, or otherwise specified by the undersigned.

Witness my signature on this the _____ day of _____, 2021.

_____ Seied M. Ghafarianpoor, Owner
Lot 2, The Hillview Subdivision

_____ Nancy Ghafarianpoor, Owner
Lot 2, The Hillview Subdivision

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

We, Joshua H. Poole and Elizabeth W. Poole, do hereby certify that we are the owners of the land described in the foregoing certificate of Joe Barton Ballard, Professional Engineer and Land Surveyor, and also as described in Plat Cabinet C, Slide 21, and that as owners, have caused the same to be subdivided and platted as shown hereon, and hereby adopt this plat of said subdivision as the free act and deed of owners, have dedicated all utilities to the public use.

Notwithstanding anything to the contrary appearing in this Certificate or elsewhere on this plat, the undersigned does hereby grant and convey to the City of Ridgeland, or to the proper entity lawfully owning, operating, or maintaining any utility system in this subdivision, THE RESUBDIVISION OF THE HILLVIEW SUBDIVISION, a right of way and easement over, along, and across said streets or drives as shown on said plat or across any other area designated as a utility easement, for the purpose of constructing, servicing, maintaining, or repairing any of said utilities.

All utilities, utility easements, and other easements are as designated and defined hereon and in the above referenced Declaration, as the same may be amended from time to time, or as may be reserved or delineated in any conveyance by, or otherwise specified by the undersigned.

Witness my signature on this the _____ day of _____, 2021.

_____ Joshua H. Poole, Owner
Lot 3, The Hillview Subdivision

_____ Elizabeth W. Poole. Owner
Lot 3, The Hillview Subdivision

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

We, Clinton G. Herring Jr. and Terri S. Herring, do hereby certify that we are the owners of the land described in the foregoing certificate of Joe Barton Ballard, Professional Engineer and Land Surveyor, and also as described in Plat Cabinet C, Slide 21, and that as owners, have caused the same to be subdivided and platted as shown hereon, and hereby adopt this plat of said subdivision as the free act and deed of owners, have dedicated all utilities to the public use.

Notwithstanding anything to the contrary appearing in this Certificate or elsewhere on this plat, the undersigned does hereby grant and convey to the City of Ridgeland, or to the proper entity lawfully owning, operating, or maintaining any utility system in this subdivision, THE RESUBDIVISION OF THE HILLVIEW SUBDIVISION, a right of way and easement over, along, and across said streets or drives as shown on said plat or across any other area designated as a utility easement, for the purpose of constructing, servicing, maintaining, or repairing any of said utilities.

All utilities, utility easements, and other easements are as designated and defined hereon and in the above referenced Declaration, as the same may be amended from time to time, or as may be reserved or delineated in any conveyance by, or otherwise specified by the undersigned.

Witness my signature on this the _____ day of _____, 2021.

_____ Clinton G. Herring Jr., Owner
Lot 4, The Hillview Subdivision

_____ Terri S. Herring, Owner
Lot 4, The Hillview Subdivision

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

We, Michael B. Wallace and Barbara C. Wallace, do hereby certify that we are the owners of the land described in the foregoing certificate of Joe Barton Ballard, Professional Engineer and Land Surveyor, and also as described in Plat Cabinet C, Slide 21, and that as owners, have caused the same to be subdivided and platted as shown hereon, and hereby adopt this plat of said subdivision as the free act and deed of owners, have dedicated all utilities to the public use.

Notwithstanding anything to the contrary appearing in this Certificate or elsewhere on this plat, the undersigned does hereby grant and convey to the City of Ridgeland, or to the proper entity lawfully owning, operating, or maintaining any utility system in this subdivision, THE RESUBDIVISION OF THE HILLVIEW SUBDIVISION, a right of way and easement over, along, and across said streets or drives as shown on said plat or across any other area designated as a utility easement, for the purpose of constructing, servicing, maintaining, or repairing any of said utilities.

All utilities, utility easements, and other easements are as designated and defined hereon and in the above referenced Declaration, as the same may be amended from time to time, or as may be reserved or delineated in any conveyance by, or otherwise specified by the undersigned.

Witness my signature on this the _____ day of _____, 2021.

_____ Michael B. Wallace, Owner
Lot 5, The Hillview Subdivision

_____ Barbara C. Wallace, Owner
Lot 5, The Hillview Subdivision

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

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THE RESUBDIVISION OF THE HILLVIEW SUBDIVISION

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

We, Donald K. Givan and Teresa Givan, do hereby certify that we are the owners of the land described in the foregoing certificate of Joe Barton Ballard, Professional Engineer and Land Surveyor, and also as described in Plat Cabinet C, Slide 21, and that as owners, have caused the same to be subdivided and platted as shown hereon, and hereby adopt this plat of said subdivision as the free act and deed of owners, have dedicated all utilities to the public use.

Notwithstanding anything to the contrary appearing in this Certificate or elsewhere on this plat, the undersigned does hereby grant and convey to the City of Ridgeland, or to the proper entity lawfully owning, operating, or maintaining any utility system in this subdivision, THE RESUBDIVISION OF THE HILLVIEW SUBDIVISION, a right of way and easement over, along, and across said streets or drives as shown on said plat or across any other area designated as a utility easement, for the purpose of constructing, servicing, maintaining, or repairing any of said utilities.

All utilities, utility easements, and other easements are as designated and defined hereon and in the above referenced Declaration, as the same may be amended from time to time, or as may be reserved or delineated in any conveyance by, or otherwise specified by the undersigned.

Witness my signature on this the _____ day of _____, 2021.

Donald K. Givan, Owner
Lot 6, The Hillview Subdivision

Teresa Givan, Owner
Lot 6, The Hillview Subdivision

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

I, Joy P. Batte, do hereby certify that I am the owner of the land described in the foregoing certificate of Joe Barton Ballard, Professional Engineer and Land Surveyor, and also as described in Plat Cabinet C, Slide 21, and that as owner, have caused the same to be subdivided and platted as shown hereon, and hereby adopt this plat of said subdivision as the free act and deed of owner, have dedicated all utilities to the public use.

Notwithstanding anything to the contrary appearing in this Certificate or elsewhere on this plat, the undersigned does hereby grant and convey to the City of Ridgeland, or to the proper entity lawfully owning, operating, or maintaining any utility system in this subdivision, THE RESUBDIVISION OF THE HILLVIEW SUBDIVISION, a right of way and easement over, along, and across said streets or drives as shown on said plat or across any other area designated as a utility easement, for the purpose of constructing, servicing, maintaining, or repairing any of said utilities.

All utilities, utility easements, and other easements are as designated and defined hereon and in the above referenced Declaration, as the same may be amended from time to time, or as may be reserved or delineated in any conveyance by, or otherwise specified by the undersigned.

Witness my signature on this the _____ day of _____, 2021.

Joy P. Batte
Lot 7, The Hillview Subdivision

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

I, Susan Keyes Ward, do hereby certify that I am the owner of the land described in the foregoing certificate of Joe Barton Ballard, Professional Engineer and Land Surveyor, and also as described in Plat Cabinet C, Slide 21, and that as owner, have caused the same to be subdivided and platted as shown hereon, and hereby adopt this plat of said subdivision as the free act and deed of owner, have dedicated all utilities to the public use.

Notwithstanding anything to the contrary appearing in this Certificate or elsewhere on this plat, the undersigned does hereby grant and convey to the City of Ridgeland, or to the proper entity lawfully owning, operating, or maintaining any utility system in this subdivision, THE RESUBDIVISION OF THE HILLVIEW SUBDIVISION, a right of way and easement over, along, and across said streets or drives as shown on said plat or across any other area designated as a utility easement, for the purpose of constructing, servicing, maintaining, or repairing any of said utilities.

All utilities, utility easements, and other easements are as designated and defined hereon and in the above referenced Declaration, as the same may be amended from time to time, or as may be reserved or delineated in any conveyance by, or otherwise specified by the undersigned.

Witness my signature on this the _____ day of _____, 2021.

Susan Keyes Ward
Lot 8, The Hillview Subdivision

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

We, Brock B. Westover and Evelyn Stewart Westover, do hereby certify that we are the owners of the land described in the foregoing certificate of Joe Barton Ballard, Professional Engineer and Land Surveyor, and also as described in Plat Cabinet C, Slide 21, and that as owners, have caused the same to be subdivided and platted as shown hereon, and hereby adopt this plat of said subdivision as the free act and deed of owners, have dedicated all utilities to the public use.

Notwithstanding anything to the contrary appearing in this Certificate or elsewhere on this plat, the undersigned does hereby grant and convey to the City of Ridgeland, or to the proper entity lawfully owning, operating, or maintaining any utility system in this subdivision, THE RESUBDIVISION OF THE HILLVIEW SUBDIVISION, a right of way and easement over, along, and across said streets or drives as shown on said plat or across any other area designated as a utility easement, for the purpose of constructing, servicing, maintaining, or repairing any of said utilities.

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Witness my signature on this the _____ day of _____, 2021.

Brock B. Westover, Owner
Lot 9, The Hillview Subdivision

Evelyn Stewart Westover, Owner
Lot 9, The Hillview Subdivision

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

We, Jeremy Vaughn and John Lyle, do hereby certify that we are the owners of the land described in the foregoing certificate of Joe Barton Ballard, Professional Engineer and Land Surveyor, and also as described in Plat Cabinet C, Slide 21, and that as owners, have caused the same to be subdivided and platted as shown hereon, and hereby adopt this plat of said subdivision as the free act and deed of owners, have dedicated all utilities to the public use.

Notwithstanding anything to the contrary appearing in this Certificate or elsewhere on this plat, the undersigned does hereby grant and convey to the City of Ridgeland, or to the proper entity lawfully owning, operating, or maintaining any utility system in this subdivision, THE RESUBDIVISION OF THE HILLVIEW SUBDIVISION, a right of way and easement over, along, and across said streets or drives as shown on said plat or across any other area designated as a utility easement, for the purpose of constructing, servicing, maintaining, or repairing any of said utilities.

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Witness my signature on this the _____ day of _____, 2021.

Jeremy Vaughn, Owner
Lot 10, The Hillview Subdivision

John Lyle, Owner
Lot 10, The Hillview Subdivision

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

I, Elisabeth G. Rosenblatt, do hereby certify that I am the owner of the land described in the foregoing certificate of Joe Barton Ballard, Professional Engineer and Land Surveyor, and also as described in Plat Cabinet C, Slide 21, and that as owner, have caused the same to be subdivided and platted as shown hereon, and hereby adopt this plat of said subdivision as the free act and deed of owner, have dedicated all utilities to the public use.

Notwithstanding anything to the contrary appearing in this Certificate or elsewhere on this plat, the undersigned does hereby grant and convey to the City of Ridgeland, or to the proper entity lawfully owning, operating, or maintaining any utility system in this subdivision, THE RESUBDIVISION OF THE HILLVIEW SUBDIVISION, a right of way and easement over, along, and across said streets or drives as shown on said plat or across any other area designated as a utility easement, for the purpose of constructing, servicing, maintaining, or repairing any of said utilities.

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Witness my signature on this the _____ day of _____, 2021.

Elisabeth G. Rosenblatt
Lot 11, The Hillview Subdivision

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

We, Richard E. Keyes, Peter F. Keyes and Susan Keyes Ward, do hereby certify that we are the owners of the land described in the foregoing certificate of Joe Barton Ballard, Professional Engineer and Land Surveyor, and also as described in Plat Cabinet C, Slide 21, and that as owners, have caused the same to be subdivided and platted as shown hereon, and hereby adopt this plat of said subdivision as the free act and deed of owners, have dedicated all utilities to the public use.

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Witness my signature on this the _____ day of _____, 2021.

Richard E. Keyes, Owner
Lot 12, The Hillview Subdivision

Peter F. Keyes, Owner
Lot 12, The Hillview Subdivision

Susan Keyes Ward, Owner
Lot 12, The Hillview Subdivision

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

I, Hunter C. Yerger of Barnwell Properties, Inc., do hereby certify that the aforementioned is the owner of the land described in the foregoing certificate of Joe Barton Ballard, Professional Engineer and Land Surveyor, and also as described in Plat Cabinet C, Slide 21, and that as owners, have caused the same to be subdivided and platted as shown hereon, and hereby adopt this plat of said subdivision as the free act and deed of owners, have dedicated all utilities to the public use.

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Witness my signature on this the _____ day of _____, 2021.

Hunter C. Yerger, Director, President
Barnwell Properties, Inc.
Lot 13, The Hillview Subdivision

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

I, Peter F. Keyes, do hereby certify that I am the owner of the land described in the foregoing certificate of Joe Barton Ballard, Professional Engineer and Land Surveyor, and also as described in Plat Cabinet C, Slide 21, and that as owner, have caused the same to be subdivided and platted as shown hereon, and hereby adopt this plat of said subdivision as the free act and deed of owner, have dedicated all utilities to the public use.

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All utilities, utility easements, and other easements are as designated and defined hereon and in the above referenced Declaration, as the same may be amended from time to time, or as may be reserved or delineated in any conveyance by, or otherwise specified by the undersigned.

Witness my signature on this the _____ day of _____, 2021.

Peter F. Keyes
Lot 14, The Hillview Subdivision

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

We, John Allgood and Elizabeth M. Allgood, do hereby certify that we are the owners of the land described in the foregoing certificate of Joe Barton Ballard, Professional Engineer and Land Surveyor, and also as described in Plat Cabinet C, Slide 21, and that as owners, have caused the same to be subdivided and platted as shown hereon, and hereby adopt this plat of said subdivision as the free act and deed of owners, have dedicated all utilities to the public use.

Notwithstanding anything to the contrary appearing in this Certificate or elsewhere on this plat, the undersigned does hereby grant and convey to the City of Ridgeland, or to the proper entity lawfully owning, operating, or maintaining any utility system in this subdivision, THE RESUBDIVISION OF THE HILLVIEW SUBDIVISION, a right of way and easement over, along, and across said streets or drives as shown on said plat or across any other area designated as a utility easement, for the purpose of constructing, servicing, maintaining, or repairing any of said utilities.

All utilities, utility easements, and other easements are as designated and defined hereon and in the above referenced Declaration, as the same may be amended from time to time, or as may be reserved or delineated in any conveyance by, or otherwise specified by the undersigned.

Witness my signature on this the _____ day of _____, 2021.

John Allgood, Owner
Lot 15, The Hillview Subdivision

Elizabeth M. Allgood, Owner
Lot 15, The Hillview Subdivision

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

I, Richard E. Keyes, do hereby certify that I am the owner of the land described in the foregoing certificate of Joe Barton Ballard, Professional Engineer and Land Surveyor, and also as described in Plat Cabinet C, Slide 21, and that as owner, have caused the same to be subdivided and platted as shown hereon, and hereby adopt this plat of said subdivision as the free act and deed of owner, have dedicated all utilities to the public use.

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Witness my signature on this the _____ day of _____, 2021.

Richard E. Keyes
Lot 16, The Hillview Subdivision

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

We, Richard W. Russ and Susan C. Russ, do hereby certify that we are the owners of the land described in the foregoing certificate of Joe Barton Ballard, Professional Engineer and Land Surveyor, and also as described in Plat Cabinet C, Slide 21, and that as owners, have caused the same to be subdivided and platted as shown hereon, and hereby adopt this plat of said subdivision as the free act and deed of owners, have dedicated all utilities to the public use.

Notwithstanding anything to the contrary appearing in this Certificate or elsewhere on this plat, the undersigned does hereby grant and convey to the City of Ridgeland, or to the proper entity lawfully owning, operating, or maintaining any utility system in this subdivision, THE RESUBDIVISION OF THE HILLVIEW SUBDIVISION, a right of way and easement over, along, and across said streets or drives as shown on said plat or across any other area designated as a utility easement, for the purpose of constructing, servicing, maintaining, or repairing any of said utilities.

All utilities, utility easements, and other easements are as designated and defined hereon and in the above referenced Declaration, as the same may be amended from time to time, or as may be reserved or delineated in any conveyance by, or otherwise specified by the undersigned.

Witness my signature on this the _____ day of _____, 2021.

Richard W. Russ, Owner
Lot 17, The Hillview Subdivision

Susan C. Russ, Owner
Lot 17, The Hillview Subdivision

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

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THE RESUBDIVISION OF THE HILLVIEW SUBDIVISION

ACKNOWLEDGEMENT
STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Robert Steven Sinquefield and Stacy L. Floyd Sinquefield, the Owners, who acknowledged to me that, after first having been authorized so to do, he signed and delivered the Plat and Certificate thereon on behalf of Robert Steven and Stacy L. Floyd Sinquefield on the day and year herein mentioned.

Given under my hand and official seal of office on this the _____ day of _____, 2021.

Notary Public _____

My Commission Expires: _____

ACKNOWLEDGEMENT
STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Seied M. Ghafarianpoor and Nancy Ghafarianpoor, the Owners, who acknowledged to me that, after first having been authorized so to do, he signed and delivered the Plat and Certificate thereon on behalf of Seied M. Ghafarianpoor and Nancy Ghafarianpoor on the day and year herein mentioned.

Given under my hand and official seal of office on this the _____ day of _____, 2021.

Notary Public _____

My Commission Expires: _____

ACKNOWLEDGEMENT
STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Joshua H. Poole and Elizabeth W. Poole, the Owners, who acknowledged to me that, after first having been authorized so to do, he signed and delivered the Plat and Certificate thereon on behalf of Joshua H. Poole and Elizabeth W. Poole on the day and year herein mentioned.

Given under my hand and official seal of office on this the _____ day of _____, 2021.

Notary Public _____

My Commission Expires: _____

ACKNOWLEDGEMENT
STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Clinton G. Herring Jr. and Terri S. Herring, the Owners, who acknowledged to me that, after first having been authorized so to do, he signed and delivered the Plat and Certificate thereon on behalf of Clinton G. Herring Jr. and Terri S. Herring on the day and year herein mentioned.

Given under my hand and official seal of office on this the _____ day of _____, 2021.

Notary Public _____

My Commission Expires: _____

ACKNOWLEDGEMENT
STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Michael B. Wallace and Barbara C. Wallace, the Owners, who acknowledged to me that, after first having been authorized so to do, he signed and delivered the Plat and Certificate thereon on behalf of Michael B. Wallace and Barbara C. Wallace on the day and year herein mentioned.

Given under my hand and official seal of office on this the _____ day of _____, 2021.

Notary Public _____

My Commission Expires: _____

ACKNOWLEDGEMENT
STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Donald K. Givan and Teresa Givan, the Owners, who acknowledged to me that, after first having been authorized so to do, he signed and delivered the Plat and Certificate thereon on behalf of Donald K. Givan and Teresa Givan on the day and year herein mentioned.

Given under my hand and official seal of office on this the _____ day of _____, 2021.

Notary Public _____

My Commission Expires: _____

ACKNOWLEDGEMENT
STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Joy P. Batte, the Owner, who acknowledged to me that, after first having been authorized so to do, he signed and delivered the Plat and Certificate thereon on behalf of Joy P. Batte on the day and year herein mentioned.

Given under my hand and official seal of office on this the _____ day of _____, 2021.

Notary Public _____

My Commission Expires: _____

ACKNOWLEDGEMENT
STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Susan Keyes Ward, the Owner, who acknowledged to me that, after first having been authorized so to do, he signed and delivered the Plat and Certificate thereon on behalf of Susan Keyes Ward on the day and year herein mentioned.

Given under my hand and official seal of office on this the _____ day of _____, 2021.

Notary Public _____

My Commission Expires: _____

ACKNOWLEDGEMENT
STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Brock B. Westover and Evelyn Stewart Westover, the Owners, who acknowledged to me that, after first having been authorized so to do, he signed and delivered the Plat and Certificate thereon on behalf of Brock B. Westover and Evelyn Stewart Westover on the day and year herein mentioned.

Given under my hand and official seal of office on this the _____ day of _____, 2021.

Notary Public _____

My Commission Expires: _____

ACKNOWLEDGEMENT
STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Jeremy Vaughn and John Lyle, the Owners, who acknowledged to me that, after first having been authorized so to do, he signed and delivered the Plat and Certificate thereon on behalf of Jeremy Vaughn and John Lyle on the day and year herein mentioned.

Given under my hand and official seal of office on this the _____ day of _____, 2021.

Notary Public _____

My Commission Expires: _____

ACKNOWLEDGEMENT
STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Elisabeth G. Rosenblatt, the Owner, who acknowledged to me that, after first having been authorized so to do, he signed and delivered the Plat and Certificate thereon on behalf of Elisabeth G. Rosenblat on the day and year herein mentioned.

Given under my hand and official seal of office on this the _____ day of _____, 2021.

Notary Public _____

My Commission Expires: _____

ACKNOWLEDGEMENT
STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Richard E. Keyes, Peter F. Keyes and Susan Keyes Ward, the Owners, who acknowledged to me that, after first having been authorized so to do, he signed and delivered the Plat and Certificate thereon on behalf of Richard E. Keyes, Peter F. Keyes and Susan Keyes Ward on the day and year herein mentioned.

Given under my hand and official seal of office on this the _____ day of _____, 2021.

Notary Public _____

My Commission Expires: _____

ACKNOWLEDGEMENT
STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Hunter C. Yerger, Director and President of Barnwell Properties Inc., the Owner, who acknowledged to me that, after first having been authorized so to do, he signed and delivered the Plat and Certificate thereon on behalf of Barnwell Properties Inc. on the day and year herein mentioned.

Given under my hand and official seal of office on this the _____ day of _____, 2021.

Notary Public _____

My Commission Expires: _____

ACKNOWLEDGEMENT
STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Peter F. Keyes, the Owner, who acknowledged to me that, after first having been authorized so to do, he signed and delivered the Plat and Certificate thereon on behalf of Peter F. Keyes on the day and year herein mentioned.

Given under my hand and official seal of office on this the _____ day of _____, 2021.

Notary Public _____

My Commission Expires: _____

ACKNOWLEDGEMENT
STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named John Allgood and Elisabeth M. Allgood, the Owners, who acknowledged to me that, after first having been authorized so to do, he signed and delivered the Plat and Certificate thereon on behalf of John Allgood and Elisabeth M. Allgood on the day and year herein mentioned.

Given under my hand and official seal of office on this the _____ day of _____, 2021.

Notary Public _____

My Commission Expires: _____

ACKNOWLEDGEMENT
STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Richard E. Keyes, the Owner, who acknowledged to me that, after first having been authorized so to do, he signed and delivered the Plat and Certificate thereon on behalf of Richard E. Keyes on the day and year herein mentioned.

Given under my hand and official seal of office on this the _____ day of _____, 2021.

Notary Public _____

My Commission Expires: _____

ACKNOWLEDGEMENT
STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Richard W. Russ and Susan C. Russ, the Owners, who acknowledged to me that, after first having been authorized so to do, he signed and delivered the Plat and Certificate thereon on behalf of Richard W. Russ and Susan C. Russ on the day and year herein mentioned.

Given under my hand and official seal of office on this the _____ day of _____, 2021.

Notary Public _____

My Commission Expires: _____

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

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the city of RIDGELAND

public works

MEMORANDUM

TO: The Mayor and Board of Aldermen

FROM: Christopher W. Bryson, P.E., City Engineer

DATE: December 15, 2021

RE: **Recommendation of Award**
City of Ridgeland Traffic Signal Equipment Safety Improvements
STP-0213-00(035) LPA-108013-701000
City of Ridgeland, Madison County, Mississippi

Bids were opened for the subject project on Thursday, December 9, 2021 at 10:00 AM. Two (2) bids were submitted electronically on Central Bidding's website and opened at Ridgeland City Hall. *Lewis Electric, Inc.* submitted the low bid in a Total Bid amount of *$1,096,915.00* which included the total of the Base Bid *(26 traffic signals)* and Additive Alternate No. 1 *(3 traffic signals). InLine, LLC* submitted the higher bid in a Total Bid amount of *$1,467,855.98* for the Base Bid *(26 traffic signals)* and Additive Alternate No. 1 *(3 traffic signals)*. *Lewis Electric, Inc.* was also the low bid for the Base Bid and Additive Alternate No. 1 when compared separately. *Lewis Electric, Inc.'s* Total Bid was *$261,755.00 (31%)* higher than the Engineer's Estimate of *$835,160.00*, and *$142,915.00* higher than the *$954,000.00* in Federal Funds allocated for this project. A copy of the Certified Bid Tabulation is attached.

Lewis Electric, Inc. has the proper proposal documentation, including bid bond, in order as required by the contract documents. **Therefore, we recommend award of the Contract be made to Lewis Electric, Inc. in their Total Bid amount of *$1,096,915.00* for the Base Bid and Additive Alternate No. 1; and, authorize the Mayor as the Chief LPA Official with the authority to execute the Contract on behalf of the City of Ridgeland; both being subject to receiving written Concurrence by the Mississippi Transportation Commission.**

We request the Mayor and Board of Aldermen decrease the General Fund by *$142,915.00*, and increase the project's Contractor Account (*355-601-750*) by the same amount; and,

We request the Mayor and Board of Aldermen transfer the $43,000.00 budgeted in the project's Engineering Account (*355-601-600*) to the project's Contractor Account (*355-601-750*).

The project will be funded using *$954,000.00 (87% of the total project)* will in Federal STBG Funds that will be reimbursed at a 100% Federal Share, leaving the remaining *$142,915.00 (13% of the total project)* to be funded by the City's General Fund. There are no Construction Engineering & Inspection expenses due to those services being provided by the City Engineer. There are no testing expenses due to none of the pay items' specifications requiring testing. There are no budgeted contingency funds. The Board would consider any increase in the Contract Amount separately by change order, and would amend the budget accordingly at that time.

Thank you for your consideration of our request. Please contact me if you have any questions.

mailing address: P.O. Box 217 • Ridgeland, Ms 39158
street address: 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

CERTIFIED BID TABULATION

CITY OF RIDGELAND TRAFFIC SIGNAL SAFETY EQUIPMENT IMPROVEMENTS
STP-0213-00(035) LPA-108013-701000
CITY OF RIDGELAND, MISSISSIPPI

ADDENDUM NO. 1 - December 1, 2021
BID OPENING - 10:00 am, December 9, 2021

				ENGINEER'S ESTIMATE		LEWIS ELECTRIC, INC. P.O. Box 320337 Flowood, MS 39232 601-932-0101 COR 09431-MC				InLine, LLC 600 Lakeshore Parkway Birmingham, AL 35209 251-341-7542 COR 23864-MC			
PAY ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ESTIMATED UNIT COST	ESTIMATED TOTAL COST	LEWIS UNIT COST	LEWIS TOTAL COST	$ INCREASE/ (DECREASE)	% INCREASE/ (DECREASE)	INLINE UNIT COST	INLINE TOTAL COST	$ INCREASE/ (DECREASE)	% INCREASE/ (DECREASE)
PARTICIPATING ITEMS:													
BASE BID													
618-A001	Maintenance of Traffic	LUMP SUM	1	$ 10,000.00	$ 10,000.00	$ 5,000.00	$ 5,000.00	$ (5,000.00)	-50%	$ 40,036.14	$ 40,036.14	$ 30,036.14	300%
620-A001	Mobilization	LUMP SUM	1	$ 10,000.00	$ 10,000.00	$ 76,000.00	$ 76,000.00	$ 66,000.00	660%	$ 32,981.68	$ 32,981.68	$ 22,981.68	230%
907-632-D001	Solid State Traffic Actuated Controller, Type 1	EACH	12	$ 3,000.00	$ 36,000.00	$ 4,300.00	$ 51,600.00	$ 15,600.00	43%	$ 5,882.90	$ 70,594.80	$ 34,594.80	96%
907-632-G001	Malfunction Management Unit	EACH	7	$ 2,000.00	$ 14,000.00	$ 1,500.00	$ 10,500.00	$ (3,500.00)	-25%	$ 2,106.06	$ 14,742.42	$ 742.42	5%
907-633-A001	Uninterruptable Power Supply	EACH	15	$ 12,000.00	$ 180,000.00	$ 14,000.00	$ 210,000.00	$ 30,000.00	17%	$ 21,513.49	$ 322,702.35	$ 142,702.35	79%
907-637-C028	Traffic Signal Conduit, Underground, Type 4, 2"	LF	150	$ 15.00	$ 2,250.00	$ 15.00	$ 2,250.00	$ -	0%	$ 28.86	$ 4,329.00	$ 2,079.00	92%
907-639-E001	Type 2 Radio/GPS Module, Intersection Device	EACH	26	$ 5,000.00	$ 130,000.00	$ 7,000.00	$ 182,000.00	$ 52,000.00	40%	$ 8,824.82	$ 229,445.32	$ 99,445.32	76%
907-639-E001	Type 2 Radio/GPS Module, Vehicle Device	EACH	5	$ 5,000.00	$ 25,000.00	$ 7,000.00	$ 35,000.00	$ 10,000.00	40%	$ 8,196.68	$ 40,983.40	$ 15,983.40	64%
907-643-A004	Video Vehicle Detection Sensor, Type 1A	EACH	18	$ 5,000.00	$ 90,000.00	$ 6,000.00	$ 108,000.00	$ 18,000.00	20%	$ 7,937.26	$ 142,870.68	$ 52,870.68	59%
907-643-B001	Video Vehicle Detection Cable	LINEAR FOOT	3330	$ 2.00	$ 6,660.00	$ 2.50	$ 8,325.00	$ 1,665.00	25%	$ 3.39	$ 11,288.70	$ 4,628.70	70%
907-643-E001	Multi-Sensor Vehicle Detection Sensor	EACH	8	$ 11,000.00	$ 88,000.00	$ 11,000.00	$ 88,000.00	$ -	0%	$ 14,872.59	$ 118,980.72	$ 30,980.72	35%
907-643-F001	Multi-Sensor Vehicle Detection Cable	LINEAR FOOT	1900	$ 2.00	$ 3,800.00	$ 2.50	$ 4,750.00	$ 950.00	25%	$ 3.06	$ 5,814.00	$ 2,014.00	53%
647-A001	Removal of Existing Traffic Signal Equipment	LS	1	$ 12,000.00	$ 12,000.00	$ 10,000.00	$ 10,000.00	$ (2,000.00)	-17%	$ 27,949.78	$ 27,949.78	$ 15,949.78	133%
907-659-B002	Traffic Management Center Modifications - Monitor Systems, Signal Performance Monitoring Systems	EACH	26	$ 3,800.00	$ 98,800.00	$ 6,800.00	$ 176,800.00	$ 78,000.00	79%	$ 8,501.36	$ 221,035.36	$ 122,235.36	124%
907-659-B002	Traffic Management Center Modifications - Monitor Systems, Traffic Volume Monitoring Systems	EACH	16	$ 3,800.00	$ 60,800.00	$ 3,600.00	$ 57,600.00	$ (3,200.00)	-5%	$ 4,279.03	$ 68,464.48	$ 7,664.48	13%
BASE BID SUBTOTAL					**$ 767,310.00**		**$ 1,025,825.00**	**$ 258,515.00**	**34%**		**$ 1,352,218.83**	**$ 584,908.83**	**76%**
ADDITIVE ALTERNATE #1													
907-632-D001	Solid State Traffic Actuated Controller, Type 1	EACH	1	$ 3,000.00	$ 3,000.00	$ 3,500.00	$ 3,500.00	$ 500.00	17%	$ 5,882.90	$ 5,882.90	$ 2,882.90	96%
907-632-G001	Malfunction Management Unit	EACH	1	$ 2,000.00	$ 2,000.00	$ 1,200.00	$ 1,200.00	$ (800.00)	-40%	$ 2,106.06	$ 2,106.06	$ 106.06	5%
907-633-A001	Uninterruptable Power Supply	EACH	3	$ 12,000.00	$ 36,000.00	$ 11,000.00	$ 33,000.00	$ (3,000.00)	-8%	$ 19,646.63	$ 58,939.89	$ 22,939.89	64%
907-637-C028	Traffic Signal Conduit, Underground, Type 4, 2"	LF	30	$ 15.00	$ 450.00	$ 13.00	$ 390.00	$ (60.00)	-13%	$ 28.86	$ 865.80	$ 415.80	92%
907-639-E001	Type 2 Radio/GPS Module, Intersection Device	EACH	3	$ 5,000.00	$ 15,000.00	$ 5,500.00	$ 16,500.00	$ 1,500.00	10%	$ 8,068.07	$ 24,204.21	$ 9,204.21	61%
907-659-B002	Traffic Management Center Modifications - Monitor Systems, Signal Performance Monitoring Systems	EACH	3	$ 3,800.00	$ 11,400.00	$ 5,500.00	$ 16,500.00	$ 5,100.00	45%	$ 7,879.43	$ 23,638.29	$ 12,238.29	107%
ADDITIVE ALTERNATE SUBTOTAL					**$ 67,850.00**		**$ 71,090.00**	**$ 3,240.00**	**5%**		**$ 115,637.15**	**$ 47,787.15**	**70%**
TOTAL BASE BID + ADDITIVE ALTERNATE #1					**$ 835,160.00**		**$ 1,096,915.00**	**$ 261,755.00**	**31%**		**$ 1,467,855.98**	**$ 632,695.98**	**76%**

THIS IS A TRUE AND ACCURATE TABULATION OF BIDS FOR THE CITY OF RIDGELAND TRAFFIC SIGNAL SAFETY EQUIPMENT IMPROVEMENTS, PROJECT NO. STP-0213-00(035) LPA-108013-701000, RECEIVED BY THE CITY OF RIDGELAND, MISSISSIPPI AT 10:00 AM CDT ON DECEMBER 9, 2021.

CHRISTOPHER W. BRYSON LICENSED PROFESSIONAL ENGINEER 19730 STATE OF MISSISSIPPI

C.W.B. 12.9.2021

CERTIFIED BY: _____
CHRISTOPHER W. BRYSON, MS P.E. LIC. NO. 19730

Checklist to award project to the lowest bidder

If the LPA recommendation is to award the project to the lowest bidder, the following initialed items must be submitted to the MDOT District LPA Engineer.

1. ✓ One (1) original of Non-Collusion Affidavit for the recommended bidder.
   a. **This cannot be printed on the front and back**
2. ✓ One (1) original Bidding Statement from the ***LPA's Consultant*** stating that the bidding procedures were performed in accordance with State law.
3. ✓ Two (2) original signed certified Bid Tabulations for all bidders, including the ***LPA's*** construction estimate.
4. ✓ A detailed evaluation of bids and recommendation to award the bids subject to authorization by ***MDOT***. The ***LPA*** and its ***professional*** must sign this document. An example can be found here.
5. ✓ One (1) copy of the **entire** Section 905 Proposal bid sheets for the recommended bidder including the DBE commitment.
6. ✓ One (1) legible copy of the OCR-481-LPA(s) to be completed by the successful bidder according to the instructions on the form. This form must be approved, signed and dated by the ***LPA*** and included in the data packet submission to ***MDOT***. An Example of the supporting documentation can be found here. **The form shall be stamped or dated to verify it was received within the required 3 days.**
7. ✓ One (1) copy of the completed original OCR-485-LPA(s) from all bidders on the project.
8. ✓ One (1) copy of the Sworn Proof of Publication.
9. X A copy of the executed contract between the LPA and the ***LPA's CE&I Engineer/Architect.*** Attached a copy of the executed Amendment No. 1 to the Memorandum of Agreement which establishes the duties, responsibilities and limitations of the Resident Project Engineer.
10. ✓ The name of the **Traffic *Control Supervisor*** (if required by the ***MDOT*** District LPA Engineer) assigned to the project. A copy of the certification(s) must be included. Training must meet the requirements, and training frequency set forth in **section 618.01.2** (*Contractors and Consultants are both required to meet these requirements*).
11. N/A The name of the Certified Stormwater Inspector. A copy of the Certification by a ***MDOT*** approved certifying agency must be included.
12. ✓ The names and signatures of three (3) publicly employed persons authorized to sign estimates for the ***LPA***. One of these must be the assigned ***Project Director*** or ***Project Manager***.
13. ___ A copy of the official Minutes of the ***LPA*** **ACCEPTING THE BID OF THE RECOMMENDED BIDDER AND GIVING THE CHIEF LPA OFFICIAL APPROVAL TO EXECUTE THE CONTRACT**. These Minutes do not have to be APPROVED prior to submission.
14. ✓ A copy of the completed contractor's DUNS form.

SIGN HERE

Chief LPA Official

LPA Professional

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

NON-COLLUSION AFFIDAVIT
(Execute in duplicate)

I, Sylvia Lewis Russell,
(Name of person signing affidavit)

individually, and in my capacity as President of
(Title)

Lewis Electric, Inc. do hereby certify under
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that Lewis Electric, Inc., Bidder
(Name of Firm, Partnership, or Corporation)

on Project No. STP-0213-00(035)LPA/108013-701000,

in Madison County(ies), Mississippi, has not either directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and

d) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here "_____" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $25,000) which are excluded from the certification requirements.

The bidder further certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than $10,000 and not more than $100,000. The bidder shall include the language of the certification in all subcontracts exceeding $100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on 12/9/21

Sylvia L. Russell

Signature

CERTIFIED BID TABULATION

CITY OF RIDGELAND TRAFFIC SIGNAL SAFETY EQUIPMENT IMPROVEMENTS
STP-0213-00(035) LPA-108013-701000
CITY OF RIDGELAND, MISSISSIPPI

ADDENDUM NO. 1 - December 1, 2021
BID OPENING - 10:00 am, December 9, 2021

				ENGINEER'S ESTIMATE		LEWIS ELECTRIC, INC. P.O. Box 320337 Flowood, MS 39232 601-932-0101 COR 09431-MC				InLine, LLC 600 Lakeshore Parkway Birmingham, AL 35209 251-341-7542 COR 23864-MC			
PAY ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ESTIMATED UNIT COST	ESTIMATED TOTAL COST	LEWIS UNIT COST	LEWIS TOTAL COST	$ INCREASE/ (DECREASE)	% INCREASE/ (DECREASE)	INLINE UNIT COST	INLINE TOTAL COST	$ INCREASE/ (DECREASE)	% INCREASE/ (DECREASE)
PARTICIPATING ITEMS:													
BASE BID													
618-A001	Maintenance of Traffic	LUMP SUM	1	$ 10,000.00	$ 10,000.00	$ 5,000.00	$ 5,000.00	$ (5,000.00)	-50%	$ 40,036.14	$ 40,036.14	$ 30,036.14	300%
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907-639-E001	Type 2 Radio/GPS Module, Intersection Device	EACH	26	$ 5,000.00	$ 130,000.00	$ 7,000.00	$ 182,000.00	$ 52,000.00	40%	$ 8,824.82	$ 229,445.32	$ 99,445.32	76%
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907-643-A004	Video Vehicle Detection Sensor, Type 1A	EACH	18	$ 5,000.00	$ 90,000.00	$ 6,000.00	$ 108,000.00	$ 18,000.00	20%	$ 7,937.26	$ 142,870.68	$ 52,870.68	59%
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907-643-E001	Multi-Sensor Vehicle Detection Sensor	EACH	8	$ 11,000.00	$ 88,000.00	$ 11,000.00	$ 88,000.00	$ -	0%	$ 14,872.59	$ 118,980.72	$ 30,980.72	35%
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647-A001	Removal of Existing Traffic Signal Equipment	LS	1	$ 12,000.00	$ 12,000.00	$ 10,000.00	$ 10,000.00	$ (2,000.00)	-17%	$ 27,949.78	$ 27,949.78	$ 15,949.78	133%
907-659-B002	Traffic Management Center Modifications - Monitor Systems, Signal Performance Monitoring Systems	EACH	26	$ 3,800.00	$ 98,800.00	$ 6,800.00	$ 176,800.00	$ 78,000.00	79%	$ 8,501.36	$ 221,035.36	$ 122,235.36	124%
907-659-B002	Traffic Management Center Modifications - Monitor Systems, Traffic Volume Monitoring Systems	EACH	16	$ 3,800.00	$ 60,800.00	$ 3,600.00	$ 57,600.00	$ (3,200.00)	-5%	$ 4,279.03	$ 68,464.48	$ 7,664.48	13%
BASE BID SUBTOTAL					**$ 767,310.00**		**$ 1,025,825.00**	**$ 258,515.00**	**34%**		**$ 1,352,218.83**	**$ 584,908.83**	**76%**
ADDITIVE ALTERNATE #1													
907-632-D001	Solid State Traffic Actuated Controller, Type 1	EACH	1	$ 3,000.00	$ 3,000.00	$ 3,500.00	$ 3,500.00	$ 500.00	17%	$ 5,882.90	$ 5,882.90	$ 2,882.90	96%
907-632-G001	Malfunction Management Unit	EACH	1	$ 2,000.00	$ 2,000.00	$ 1,200.00	$ 1,200.00	$ (800.00)	-40%	$ 2,106.06	$ 2,106.06	$ 106.06	5%
907-633-A001	Uninterruptable Power Supply	EACH	3	$ 12,000.00	$ 36,000.00	$ 11,000.00	$ 33,000.00	$ (3,000.00)	-8%	$ 19,646.63	$ 58,939.89	$ 22,939.89	64%
907-637-C028	Traffic Signal Conduit, Underground, Type 4, 2"	LF	30	$ 15.00	$ 450.00	$ 13.00	$ 390.00	$ (60.00)	-13%	$ 28.86	$ 865.80	$ 415.80	92%
907-639-E001	Type 2 Radio/GPS Module, Intersection Device	EACH	3	$ 5,000.00	$ 15,000.00	$ 5,500.00	$ 16,500.00	$ 1,500.00	10%	$ 8,068.07	$ 24,204.21	$ 9,204.21	61%
907-659-B002	Traffic Management Center Modifications - Monitor Systems, Signal Performance Monitoring Systems	EACH	3	$ 3,800.00	$ 11,400.00	$ 5,500.00	$ 16,500.00	$ 5,100.00	45%	$ 7,879.43	$ 23,638.29	$ 12,238.29	107%
ADDITIVE ALTERNATE SUBTOTAL					**$ 67,850.00**		**$ 71,090.00**	**$ 3,240.00**	**5%**		**$ 115,637.15**	**$ 47,787.15**	**70%**
TOTAL BASE BID + ADDITIVE ALTERNATE #1					**$ 835,160.00**		**$ 1,096,915.00**	**$ 261,755.00**	**31%**		**$ 1,467,855.98**	**$ 632,695.98**	**76%**

THIS IS A TRUE AND ACCURATE TABULATION OF BIDS FOR THE CITY OF RIDGELAND TRAFFIC SIGNAL SAFETY EQUIPMENT IMPROVEMENTS. PROJECT NO. STP-0213-00(035) LPA-108013-701000, RECEIVED BY THE CITY OF RIDGELAND, MISSISSIPPI AT 10:00 AM CDT ON DECEMBER 9, 2021.

CHRISTOPHER W. BRYSON
LICENSED PROFESSIONAL ENGINEER
19730
STATE OF MISSISSIPPI
12-9-2021

CERTIFIED BY: _____
CHRISTOPHER W. BRYSON, MS P.E. LIC. NO. 19730

the city of RIDGELAND

public works

December 15, 2021

Project Number: STP-0213-00(035) LPA-108013-701000

Local Public Agency: City of Ridgeland, Mississippi

Bid Opening: Thursday, December 9, 2021

LPA Contact Person & CE&I Engineer:
Christopher W. Bryson, P.E.
City Engineer
P.O. Box 217
Ridgeland, MS 39158

RE: Recommendation of Award
City of Ridgeland Traffic Signal Equipment Safety Improvements
STP-0213-00(035) LPA-108013-701000
City of Ridgeland, Madison County, Mississippi

The City of Ridgeland received two (2) bids for the above referenced project. The bid proposals have been examined and the apparent lowest responsive bidder is *Lewis Electric, Inc.* with a Total Bid amount of *$1,096,915.00* which included the total of the Base Bid *(26 traffic signals)* and Additive Alternate No. 1 *(3 traffic signals)*.

The two (2) bids received on this project are as follows:

1. *Lewis Electric, Inc.* *$1,096,915.00*
2. *InLine, LLC* *$1,467,855.98*

Based on the results of the Bid Tabulations, Lewis Electric, Inc. was the lowest responsive bidder for the project. Their bid was 31% higher than the Engineer's Estimate for the Total Bid. The Engineer's Estimate is included with the Bid Tabulation.

The Bidding Certification has been provided to certify the bidding process was accomplished in accordance with the Project Development Manual for Local Public Agencies, and the Procedures for Advertising were followed.

Christopher W. Bryson, P.E.
Project Director & City Engineer

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

SECTION 905 - PROPOSAL

Date 12/9/21

TO: City of Ridgeland
Ridgeland, MS

Sirs: The following proposal is made on behalf of Lewis Electric, Inc. of Flowood, MS

for constructing the following designated project(s) within the time(s) hereinafter specified.

The plans are composed of drawings and blue prints on file in the offices of Public Works Department of the City of Ridgeland, Mississippi.

The Specifications are the current Standard Specifications of the Mississippi Department of Transportation approved by the Federal Highway Administration, except where superseded or amended by the plans, Special Provisions and Notice(s) to Bidders attached hereto and made a part thereof.

I (We) certify that I (we) possess a copy of said Standard and any Supplemental Specifications.

Evidence of my (our) authority to submit the Proposal is hereby furnished. The proposal is made without collusion on the part of any person, firm or corporation. I (We) certify that I (we) have carefully examined the Plans, the Specifications, including the Special Provisions and Notice(s) to Bidders, herein, and have personally examined the site of the work. On the basis of the Specifications, Special Provisions, Notice(s) to Bidders, and Plans, I (we) propose to furnish all necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials in the manner specified. I (We) understand that the quantities mentioned herein are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid, in accordance with the above.

I (We) acknowledge that this proposal will be found irregular and/or non-responsive unless a certified check, cashier's check, or Proposal Guaranty Bond in the amount as required in the Advertisement (or, by law) is submitted electronically with the proposal or is delivered to the office of Ridgeland City Hall located at 100 W. School St. prior to the bid opening time specified in the advertisement.

INSTRUCTION TO BIDDERS: Alternate and Optional Items on Bid Schedule.

1. Two or more items entered opposite a single unit quantity WITHOUT DEFINITE DESIGNATION AS "ALTERNATE ITEMS" are considered as "OPTIONAL ITEMS". Bidders may or may not indicate on bids the Optional Item proposed to be furnished or performed WITHOUT PREJUDICE IN REGARD TO IRREGULARITY OF BIDS.
2. Items classified on the bid schedule as "ALTERNATE ITEMS" and/or "ALTERNATE TYPES OF CONSTRUCTION" must be preselected and indicated on bids. However, "Alternate Types of Construction" may include Optional Items to be treated as set out in Paragraph 1, above.
3. Optional items not preselected and indicated on the bid schedule MUST be designated in accordance with Subsection 102.06 prior to or at the time of execution of the contract.
4. Optional and Alternate items designated must be used throughout the project.

I (We) further propose to perform all "force account or extra work" that may be required of me (us) on the basis provided in the Specifications and to give such work my (our) personal attention in order to see that it is economically performed.

I (We) further propose to execute the attached contract agreement (Section 902) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit(s) provided for in the Specifications and Advertisement. I (We) also propose to execute the attached contract bond (Section 903) in an amount not less than one hundred (100) percent of the total of my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

SECTION 905 - PROPOSAL (CONTINUED)

I (We) shall submit electronically with our proposal or deliver prior to the bid opening time a certified check, cashier's check or bid bond for **five percent (5%) of total bid** and hereby agree that in case of my (our) failure to execute the contract and furnish bond within Ten (10) days after notice of award, the amount of this check (bid bond) will be forfeited to the State of Mississippi as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications.

I (We) hereby certify by conventional signature below of a paper bid submission, or by digital signature of an electronic submission via any authorized electronic submittal software, of the Section 905 proposal below, that all certifications, disclosures and affidavits incorporated herein are deemed to be duly executed in the aggregate, fully enforceable and binding upon delivery of the bid proposal. I (We) further acknowledge that this certification shall not extend to the bid bond or alternate security which must be separately executed for the benefit of the city. This signature does not cure deficiencies in any required certifications, disclosures and/or affidavits. I (We) also acknowledge the right of the city to require full and final execution on any certification, disclosure or affidavit contained in the proposal at the city election upon award. Failure to so execute at the request within the time allowed in the Standard Specifications for execution of all contract documents will result in forfeiture of the bid bond or alternate security.

Bidder acknowledges receipt of and has added to and made a part of the proposal and contract documents the following addendum (addenda):

ADDENDUM NO. 1 DATED 12/1/2021 ADDENDUM NO. _____ DATED _____
ADDENDUM NO. _____ DATED _____ ADDENDUM NO. _____ DATED _____

TOTAL ADDENDA: 1
(Must agree with total addenda issued prior to opening of bids)

ADDENDUM NO. 1:

a. REPLACE Table of Contents

b. REPLACE Advertisement for Bids with amended Bid Opening Date, 10:00am, December 9, 2021

c. REPLACE Notice to Bidders No. 7700 with the amended scope of work to remove the requirement for installing Pay Item No. 907-663-A006, Network Switch, Type F in its entirety from the Contract.

d. REMOVE Special Provision No. 907-663-5 in its entirety from the Contract.

e. REPLACE Section 905 - Proposal Page 2 with this revised page dated 12/1/2021.

f. REPLACE Bid Sheet No. 2-2 with the attached sheet amended to remove Pay Item No. 907-663-A006, Network Switch, Type F from the Base Bid and Additive Alternate #1 list of pay items.

Respectfully submitted,

DATE: 12/9/21

Lewis Electric, Inc.
Contractor

BY: Sibby L. Russell

TITLE: President

ADDRESS: P.O. Box 320337

CITY: Flowood

PHONE: 601-932-0101

FAX: 601-709-0866

EMAIL: sibby@lewiselectricinc.org

LEWIS ELECTRIC, INC. CORPORATE SEAL MISSISSIPPI

Bid Schedule

Project Number STP-0213-00(035)LPA / 108013 - 701000

County MADISON

Project Description City of Ridgeland - MPO Traffic Signal Safety Improvement th

I (We) agree to complete the entire project within the specified contract time.

*****SPECIAL NOTICE TO BIDDERS*****

BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT PRICES AND ITEM TOTALS ARE ENTERED.

BIDS WILL NOT BE CONSIDERED UNLESS THE BID CERTIFICATE LOCATED AT THE END OF THE BID SHEET IS SIGNED.

Line No.	Pay Item No.	Plan Quantity	Unit	Description	Unit Price	Item Total
				Base		
10	618-A001	1	LS	Maintenance of Traffic	XXXXX	$5,000.00
20	620-A001	1	LS	Mobilization	XXXXX	$76,000.00
30	907-632-D001	12	EA	Solid State Traffic Actuated Controller, Type 1	$4,300.00	$51,600.00
40	907-632-G001	7	EA	Malfunction Management Unit	$1,500.00	$10,500.00
50	907-633-A001	15	EA	Uninterruptable Power Supply	$14,000.00	$210,000.00
60	907-637-C028	150	LF	Traffic Signal Conduit, Underground, Type 4, 2"	$15.00	$2,250.00
70	907-639-E001	5	EA	Type 2 Radio/GPS Module , Vehicle Device	$7,000.00	$35,000.00
80	907-639-E001	26	EA	Type 2 Radio/GPS Module , Intersection Device	$7,000.00	$182,000.00
90	907-643-A004	18	EA	Video Vehicle Detection Sensor, Type 1A	$6,000.00	$108,000.00
100	907-643-B001	3,330	LF	Video Vehicle Detection Cable	$2.50	$8,325.00
110	907-643-E001	8	EA	Multi-Sensor Vehicle Detection Sensor	$11,000.00	$88,000.00
120	907-643-F001	1,900	LF	Multi-Sensor Vehicle Detection Cable	$2.50	$4,750.00
130	647-A001	1	LS	Removal of Existing Traffic Signal Equipment	XXXXX	$10,000.00
140	907-659-B002	26	EA	Traffic Management Center Modifications - Monitor Systems , Signal Performance Monitoring Systems	$6,800.00	$176,800.00

Line No.	Pay Item No.	Plan Quantity	Unit	Description	Unit Price	Item Total
150	907-659-B002	16	EA	Traffic Management Center Modifications - Monitor Systems , Traffic Volume Monitoring Systems	$3,600.00	$57,600.00
				Additive Alternate #1		
160	907-632-D001	1	EA	Solid State Traffic Actuated Controller, Type 1	$3,500.00	$3,500.00
170	907-632-G001	1	EA	Malfunction Management Unit	$1,200.00	$1,200.00
180	907-633-A001	3	EA	Uninterruptable Power Supply	$11,000.00	$33,000.00
190	907-637-C028	30	LF	Traffic Signal Conduit, Underground, Type 4, 2"	$13.00	$390.00
200	907-639-E001	3	EA	Type 2 Radio/GPS Module , Intersection Device	$5,500.00	$16,500.00
210	907-659-B002	3	EA	Traffic Management Center Modifications - Monitor Systems , Signal Performance Monitoring Systems	$5,500.00	$16,500.00
					Total Bid Amount	$1,096,915.00

1. I/We agree that no less than _____ percent shall be expended with small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE and WBE). DBE PERCENT NOT SPECIFIED

2. Classification of Bidder: Small Business (DBE) _____ Small Business(WBE) __X__

3. A joint venture with a Small Business (DBE/WBE): YES _____

***** SIGNATURE STATEMENT *****

BIDDER ACKNOWLEDGES THAT HE/SHE HAS CHECKED ALL ITEMS IN THIS PROPOSAL FOR ACCURACY AND CERTIFY THAT THE FIGURES SHOWN THEREIN CONSTITUTE THEIR OFFICIAL BID.

Sylvia Lewis Russell

BIDDER'S SIGNATURE

Certification with regard to the Performance of Previous Contracts or Subcontracts subject to the Equal Opportunity Clause and the filing of Required Reports

The Bidder X, proposed Subcontractor ____, hereby certifies that he has X, has not ____, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he has X, has not ____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Lewis Electric, Inc.
(COMPANY)

BY Sylvia L Russell

President
(TITLE)

DATE: 12/9/21

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the Equal Opportunity Clause. Contracts and Subcontracts which are exempt from the Equal Opportunity Clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime Contractors and Subcontractors who have participated in a previous contract or subcontract subject to the Executive orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such Contractors submit a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

OCR-481-LPA
REV. 06/16

LPA PROJECT

DISADVANTAGED BUSINESS ENTERPRISE LIST

PROJECT NUMBER : STP-0213-00(035)LPA/108013-701000

NAME OF DBE FIRM: Lewis Electric, Inc. ☐ RACE CONSCIOUS ☒ RACE NEUTRAL

COUNTY: Madison

CITY : Ridgeland

A	B	C
REFERENCE NUMBER OF ITEMS	PERCENT WORK SUBCONTRACTED , (SEE NOTE 4 & 5 BELOW)	VALUE OF ITEM (SUBCONTRACTED , MANUFACTURED OR SUPPLIED)
	PRIME IS A DBE.	
TOTAL		
PER CENT OF TOTAL BID		

*** I ACKNOWLEDGE AND COMMIT TO THE ITEMS AND PRICES STATED ABOVE. ***

Sylvia Lewis Russell — SIGNATURE OF DBE

Sylvia Lewis Russell — SIGNATURE OF PRIME

DATE APPROVED: 12/10/2021

Lewis Electric, Inc.
Prime Contractor Firm Name

APPROVED BY: CHRISTOPHER W. BRYSON P.E.
LPA Project Director Name (Printed)

Sylvia Lewis Russell
Submitted By Name

C. W. B
LPA Project Director (Signature)

President
TITLE

I AGREE TO SUBCONTRACT OR PURCHASE MATERIAL FROM THE DBE FIRM LISTED ABOVE AND I MAKE THIS COMMITMENT WITH THE UNDERSTANDING THAT IF I FAIL FOR GOOD REASON TO FULFILL THIS COMMITMENT I HAVE LISTED I WILL FULFILL THE TERMS OF MY CONTRACT AS LONG AS I REACH OR EXCEED THE CONTRACT GOAL OF %.

INSTRUCTIONS :

1. SUBMIT THIS FORM TO THE **LPA Project Director** ***FOR THEIR SIGNATURE*** NO LATER THAN THE THIRD (3) BUSINESS DAY AFTER THE OPENING OF THE BIDS.
2. 60 % CREDIT IS ALLOWED TOWARD THE DBE GOAL FOR SUPPLIERS.
3. THE ACTUAL SUBCONTRACT AGREEMENT MUST EQUAL OR EXCEED THE DOLLAR AMOUNT SHOWN IN COLUMN " C ".
4. IF THE DBE FIRM PERFORMS " ALL OF THE WORK " PERTAINING TO A SUBCONTRACTED ITEM ENTER 100 % IN COLUMN " B ".
5. IF THE DBE FIRM PERFORMS " A PORTION OF THE WORK " PERTAINING TO A SUBCONTRACTED ITEM THE PERCENTAGE IS CALCULATED BASED ON THE TOTAL VALUE OF THE ITEM AND ENTERED IN COLUMN " B ". A BREAKDOWN OF THE COST MUST ACCOMPANY THIS SITUATION.

OCR-485-LPA
REV. 04/09

LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: STP-0213-00(035)LPA/108013-701000
County: Madison

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

n/a

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Silvia Lewis Russell
SUBMITTED BY (Signature)

Lewis Electric, Inc
FIRM NAME

Submit this form to the **LPA as a part of your bid package**. If this form is not **signed** and included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504.

Please make copies of this form when needed and also add those copies to the bid package.

AFFIDAVIT OF PUBLICATION
THE CLARION-LEDGER

TO: CITY OF RIDGELAND
100 W SCHOOL ST
RIDGELAND, MS 39157
Acct# TCL-C18850

This is not an invoice

# of Affidavits 1

Ad Number: 0004975697

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is a Legal Advertising Representative of The Clarion-Ledger, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, to be issues of said newspaper editions dated as follows :

In said newspaper in the issue(s) dated:

10/29/2021, 11/05/2021

Size: 985 words / 1 col. x 162 lines
Published: 2 time(s)

Now due on said account is $227.08

Signed Nicole Jacobs
Authorized Clerk of The Clarion-Ledger

SWORN to and subscribed before me on November 05, 2021.

Kathleen Allen
Notary Public. State of Wisconsin. County of Brown

1-7-25
My commission expires

(SEAL)

KATHLEEN ALLEN
Notary Public
State of Wisconsin

SECTION 901
ADVERTISEMENT
CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI
Federal Aid Project No. STP-0213-00(035)
LPA-108013-701000

NOTICE is hereby given that the City of Ridgeland, Mississippi will receive written sealed bids until the hour of **10:00 AM, local time, on THURSDAY, DECEMBER 2, 2021,** in the Ridgeland City Hall Board room, 100 West School Street, Ridgeland, Mississippi 39157; or, electronically at www.centralbidding.com for the furnishing of all labor and materials and for the construction of that certain project designated as:

"City of Ridgeland Traffic Signal Equipment Safety Improvements"
City of Ridgeland, Madison County, Mississippi

Bids are to be made to provide the work required within this project consisting of replacing existing, traffic signal equipment such as traffic signal controllers, conflict monitors, network switches, emergency vehicle preemption equipment, and vehicle detection equipment. This project also includes installation of new un-interruptible power supply (UPS) systems and installation of new traffic signal monitoring systems, and all other work with its related appurtenances necessary to complete the above project as provided for on the Bid Form.

The **Total Contract Time** will be **137 WORKING DAYS** and the liquidated damages will be assessed in accordance with the applicable section of the current edition of the Standard Specifications for Road and Bridge Construction adopted by the Mississippi Transportation Commission. A non-mandatory pre-bid conference will be held at **10:00 AM, local time, on MONDAY, NOVEMBER 22, 2021,** in the Ridgeland City Hall Board room. All plan holders are encouraged to attend.

Official Bid Documents can be downloaded from Central Bidding at www.centralbidding.com and electronic bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process and to register, please call Central Bidding at 225-810-4814.

Optional hard copies of project bid documents are also available for a nonrefundable price of $100.00 for each set. Paper copies of the Proposal and Contract Documents may be obtained from the Public Works Department of the City of Ridgeland, Mississippi, at the Ridgeland City Hall, 100 West School Street, Ridgeland, Mississippi 39157.

The DRAWINGS, SPECIFICATIONS AND BID SCHEDULE may also be examined at the following locations:

Mississippi Procurement Technical Assistance Program (MPTAP)
501 North West Street, Suite B 01
Jackson, MS 39201
Contact: Carlyn McGee
601-359-3448

City of Ridgeland
Public Works Department
Ridgeland City Hall
100 W. School Street
Ridgeland, MS 39157
Contact: Christopher W. Bryson, P.E., 601-853-2027

Central Bidding
www.centralbidding.com
225-810-4814

The attention of bidders is directed to the Contract Provisions governing selection and employment of labor. Minimum wage rates have been predetermined by the Secretary of Labor and are subject to Public Law 87-581, Work Hours Act of 1962, as set forth in the Contract Provisions.

The City of Ridgeland, Mississippi hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afford-

ed full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, religion or national origin in consideration for an award.

Each bid shall be accompanied by a Certified Check on a solvent bank or a Bidder's Bond issued by a Surety Company licensed to operate in the State of Mississippi, in the amount of five percent (5%) of the total bid price, payable to the City of Ridgeland, Mississippi as bid security. Bidders shall also submit a current financial statement, if requested by the City of Ridgeland. The successful bidder will be required to furnish a Performance Bond and a Payment Bond each in the amount of one hundred percent (100%) of the contract amount.

The proposal and contract documents in its entirety shall be submitted in a sealed envelope and deposited with Ridgeland City Hall, Ridgeland, Mississippi prior to the hour and date above designated. No stripped bids will be accepted. No bidder may withdraw his bid within sixty (60) days after the date of actual bid opening, without Owner's consent. Work to be performed shall be in accordance with the "Mississippi State Highway Standard Specifications for Road and Bridge Construction, 2017 Edition", together with all amendments and/or special provisions and/or addenda to the standards duly approved and adopted, unless otherwise noted in these specifications.

The attention of Bidders is directed to the provisions of Subsection 102.07 pertaining to irregular proposals and rejection of bids.

The Mayor and Board of Aldermen reserve the right to accept or reject any and all bids and to waive any and all informalities.

BY ORDER OF THE MAYOR AND BOARD OF ALDERMEN, ON THIS THE 7th DAY OF SEPTEMBER, TBD YEAR.

CITY OF RIDGELAND, MISSISSIPPI

BY: (s) Gene F. McGee
Gene F. McGee, MAYOR

10/29; 11/5/2021.

Willie Simmons
Central District Commissioner
Neil Patterson
District 5 Engineer

P. O. Box 90
Newton, MS 39345-0090
Telephone (601) 683-3341
FAX (601) 683-7030

MDOT
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Brad White
Executive Director

Brian D. Ratliff
Deputy Executive Director/Chief Engineer

Lisa M. Hancock
Deputy Executive Director/Administration

GoMDOT.com

September 28, 2021

Honorable Gene McGee
Mayor, City of Ridgeland
P. O. Box 217
Ridgeland, MS 39158

RE: Traffic Signal Safety Improvements throughout Ridgeland
STP-0213-00(035) LPA / 108013-701000
City of Ridgeland, Madison County

Dear Mayor McGee,

Attached is the Executed Memorandum of Agreement Amendment for the above referenced project.

If you have any questions or concerns, please feel free to contact me at (601) 500-1431.

Sincerely,

Josh Tillery, P.E.
District LPA Engineer

Enclosures

JT:jt

PC: Project File (ProjectWise project folder)

Brad White
Executive Director

P. O. Box 1850
Jackson, MS 39215-1850
Telephone (601) 359-7249
FAX (601) 359-7050
GoMDOT.com

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Brian D. Ratliff
Deputy Executive Director/Chief Engineer
Lisa M. Hancock
Deputy Executive Director/Administration
Charles R. Carr
Director, Office of Intermodal Planning

September 21, 2021

MEMORANDUM

To: **District Five**
Josh Tillery (15-01)

From: **LPA Division** NB
Necole Baker (77-01)

Re: **Executed Memorandum of Agreement Amendment**
City of Ridgeland
STP-0213-00(035)LPA/108013-701000
Traffic Signal Safety Improvement
Madison County

For your distribution, attached are one original and one copy of the following executed MOA Amendment which was approved at the September 14, 2021 meeting of the Mississippi Transportation Commission.

If you have any questions or require additional information, please contact me at your convenience.

Attachments

cc: Amy Hornback w/original
Project File

EXCERPT FROM THE MINUTES OF THE MEETING OF THE
MISSISSIPPI TRANSPORTATION COMMISSION, SEPTEMBER 14, 2021

Upon motion duly made with Commissioners Tom King, Willie Simmons and John Caldwell each voting yes, under the authority of the Commission, in conformity with and as spread on its minutes, the Executive Director is hereby authorized to execute an Amendment Memorandum of Agreement between the Commission and the listed Local Public Agencies, in order to establish the design procedures and responsibilities for the Construction Engineering and Inspection on the listed projects:

City of Ridgeland
(Original MOA Book 21, Page 1104)
STP-0213-00(035)LPA/108013-701000
Traffic Signal Safety Improvement throughout Ridgeland MS
Total Estimated Federal Funds: $954,000

Tishomingo County Board of Supervisors
(Original MOA Book 22, Page 337)
FLAP-0961-00(001)LPA/108786-701000
County Road 961 Bridge Replacement
Total Estimated Federal Funds: $991,371

STATE OF MISSISSIPPI
COUNTY OF HINDS

I, Amy Hornback, Secretary, Mississippi Transportation Commission, do hereby certify that the above and foregoing is a true and correct copy of an Order of the Mississippi Transportation Commission of record in Minute Book 22, Page 455, of the Official Minutes of said Commission on file in its offices in the City of Jackson, Mississippi, duly adopted on the 14th day of September, 2021.

Witness my hand and official seal this the 14th day of Sept. A.D., 2021.

AMY K. HORNBACK, SECRETARY
TRANSPORTATION COMMISSION
STATE OF MISSISSIPPI

AMENDMENT NUMBER 1

TO THE MEMORANDUM OF AGREEMENT

BETWEEN THE MISSISSIPPI TRANSPORTATION COMMISSION

AND CITY OF RIDGELAND, MISSISSIPPI

TO SET FORTH THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF

AUTHORITY OF THE RESIDENT PROJECT ENGINEER.

WHEREAS, the Mississippi Transportation Commission (MTC) and City of Ridgeland, Mississippi, (LPA) executed a Memorandum of Agreement on 23rd day of April, 2019, related to the LPA's development and construction of **STP-0213-00(035) LPA/108013-701000: Safety Improvements to Traffic Signal Systems throughout the City** project, and;

WHEREAS, the LPA has made a request to provide construction engineering and inspection of the Project with its staff, and MTC is agreeable to that request, provided that the LPA adhere to the standards, duties and responsibilities that are set forth herein, and;

NOW, THEREFORE, for and in consideration of the mutual benefits unto each of the parties, the sufficiency of which is hereby acknowledged, the parties agree to the following amendment No. 1 to the MOA referenced above, to-wit:

The LPA shall furnish a resident Project Engineer, assistants and other field staff to inspect performance of the Work of the CONTRACTOR. The Resident Project Engineer shall adhere to the following standards of practice and procedure.

Through extensive on-site inspections of the Work in progress and field checks of materials and equipment by the resident Project Engineer and assistants, the LPA shall endeavor to provide protection against defects and deficiencies in the Work. The standards are as follows:

I. General:

The resident Project Engineer's dealings in matters pertaining to the on-site work shall in general be with the CONTRACTOR, keeping the LPA advised as necessary. The resident Project Engineer's dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The resident Project Engineer shall generally communicate with the LPA.

II. Duties and Responsibilities of the resident Project Engineer:

A. Schedules:

Review progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the LPA concerning acceptability.

B. Conferences and Meetings:

Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison:

a. Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and serve as the LPA'S liaison with the CONTRACTOR when the CONTRACTOR's operations affect the LPA's on-site operations.

b. Assist in obtaining from the LPA additional details or information, when required for Proper execution of the Work.

D. Shop Drawings and Samples:

a. Record the date of receipt of Shop Drawings and samples.

b. Take samples and receive samples which are furnished at the site by the CONTRACTOR, and notify the LPA of availability of samples for examination.

c. Advise the LPA and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the LPA.

E. Review of Work, Rejection of Defective Work, Inspections and Tests:

a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to the LPA any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the LPA of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof-, and observe, record and report to the LPA appropriate details relative to the test procedures and startups.

d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the LPA.

F. Interpretation of Contract Documents:

Report to the LPA when clarification and interpretation of the contract documents are needed. Transmit to the CONTRACTOR clarifications and interpretations that are issued by the LPA.

G. Modifications:

Consider and evaluate the CONTRACTOR'S suggestions for modifications to the drawings and specifications and report to the LPA. Transmit to the CONTRACTOR decisions as issued by the LPA.

H. Records:

a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.

b. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the LPA.

c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

I. Reports:

a. Furnish the LPA periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.

b. Consult with the LPA in advance of scheduled major tests, inspections or start of important phases of the Work.

c. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the LPA.

d. Report immediately to the LPA upon the occurrence of any accident.

J. Payment Requests:

a. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to the LPA, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.

K. Certificates, Maintenance and Operation Manuals:

During the course of the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the LPA prior to final payment for the Work.

L. Completion:

a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.

b. Conduct a final inspection in the company of the LPA, the CONTRACTOR, the MDOT, & FHWA, and prepare a final list of items to be completed or corrected.

c. Observe that all items on the final list have been completed or corrected and make recommendations to the LPA concerning acceptance.

III. Limitations of Authority

The resident Project Engineer:

A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the LPA.

B. Shall not exceed the limitations of the LPA'S authority as set forth in the Contract Documents.

C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.

D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.

F. Shall not authorize the LPA to occupy the Project in whole or in part.

G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by LPA.

IV. Testing and Utilities

A. Subsurface Conditions. LPA recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of LPA or LPA's subLPAs with appropriate equipment may fail to detect certain hidden conditions. LPA also recognizes that actual environmental, geological and geotechnical conditions that LPA properly inferred to exist between sampling points may differ significantly from those that actually exist.

B. Utilities. LPA will locate utilities which will affect the project from information provided by the LPA and utility companies and from LPA's surveys. In that these utility locations are based, at least in part, on information from others, LPA cannot and does not warrant their completeness and accuracy.

Witness the execution of this amendment to the memorandum of agreement on this, the 17 day of Aug, 2021.

CITY OF RIDGELAND, MISSISSIPPI

Gene McGee, Mayor

Witness

MISSISSIPPI TRANSPORTATION COMMISSION

Brad White, EXECUTIVE DIRECTOR
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Minute Book 22 Page 455

Secretary of the Commission

MISSISSIPPI LOCAL TECHNICAL ASSISTANCE PROGRAM

hereby recognizes

Chris Bryson

for completing 8 Professional Development Hours in

3 Day Design & Operation of Work Zone Traffic Control

October 23-25, 2018

DATE

Shirley Johnson

LTAP DIRECTOR

MDOT

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

LOCAL TECHNICAL ASSISTANCE PROGRAM

PRESENTER

the city of RIDGELAND

public works

December 15, 2021

Mr. Lee Frederick, P.E.
State LPA Engineer
Mississippi Department of Transportation
P.O. Box 1850
Jackson, MS 39215-1850

RE: Pay Estimate Signatures
City of Ridgeland Traffic Signal Equipment Safety Improvements
STP-0213-00(035) LPA-108013-701000
City of Ridgeland, Madison County, Mississippi

Dear Lee,

On behalf of the City of Ridgeland, we are providing this letter to state the names and positions of the three people authorized to sign pay estimates for the City of Ridgeland on the subject project. Their signatures acknowledging this authorization are listed below.

Gene F. McGee, Mayor

Alan Hart, Public Works Director

Christopher W. Bryson, P.E., City Engineer

SIGN HERE

SIGN HERE

Should you have any questions, concerns or comments please contact us at (601) 853-2027.

Sincerely,

Gene F. McGee
Mayor
City of Ridgeland

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

the city of RIDGELAND

public works

MEMORANDUM

TO: The Mayor and Board of Aldermen

FROM: Christopher W. Bryson, P.E., City Engineer

DATE: December 15, 2021

RE: **Recommendation of Award**
City of Ridgeland Traffic Signal Equipment Safety Improvements
STP-0213-00(035) LPA-108013-701000
City of Ridgeland, Madison County, Mississippi

Bids were opened for the subject project on Thursday, December 9, 2021 at 10:00 AM. Two (2) bids were submitted electronically on Central Bidding's website and opened at Ridgeland City Hall. *Lewis Electric, Inc.* submitted the low bid in a Total Bid amount of *$1,096,915.00* which included the total of the Base Bid *(26 traffic signals)* and Additive Alternate No. 1 *(3 traffic signals)*. *InLine, LLC* submitted the higher bid in a Total Bid amount of *$1,467,855.98* for the Base Bid *(26 traffic signals)* and Additive Alternate No. 1 *(3 traffic signals)*. *Lewis Electric, Inc.* was also the low bid for the Base Bid and Additive Alternate No. 1 when compared separately. *Lewis Electric, Inc.'s* Total Bid was *$261,755.00 (31%)* higher than the Engineer's Estimate of *$835,160.00*, and *$142,915.00* higher than the *$954,000.00* in Federal Funds allocated for this project. A copy of the Certified Bid Tabulation is attached.

Lewis Electric, Inc. has the proper proposal documentation, including bid bond, in order as required by the contract documents. **Therefore, we recommend award of the Contract be made to Lewis Electric, Inc. in their Total Bid amount of *$1,096,915.00* for the Base Bid and Additive Alternate No. 1; and, authorize the Mayor as the Chief LPA Official with the authority to execute the Contract on behalf of the City of Ridgeland; both being subject to receiving written Concurrence by the Mississippi Transportation Commission.**

We further request the Mayor and Board of Aldermen decrease the General Fund by *$185,915.00*, and increase the project's Contractor Account (*355-601-750*) by the same amount. The project's account has a current budget amount of *$911,000.00*. We are requesting this account be increased to match the Contract Award amount, of which *$954,000.00 (87% of the total project)* will be reimbursed by Federal Funds allocated at a 100% Federal Share, leaving the remaining *$142,915.00 (13% of the total project)* to be funded by the City's General Fund. There are no Construction Engineering & Inspection expenses due to those services being provided by the City Engineer. There are no testing expenses due to none of the pay items' specifications requiring testing. There are no budgeted contingency funds. The Board would consider any increase in the Contract Amount separately by change order, and would amend the budget accordingly at that time.

Thank you for your consideration of our request. Please contact me if you have any questions.

mailing address P.O. Box 217 • Ridgeland, Ms 39158
street address 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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SAM.GOV Registration and DUNS Number

Bidders are advised that the Prime Contractor must maintain current registration in the **System for Award Management** (http://www.sam.gov) at all times during the project. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (http://www.dnb.com) is one of the requirements for registration in the System for Award Management.

Bidders are advised that prior to the award of this contract, they MUST be registered in the System for Award Management.

I (We) acknowledge that this contract cannot be awarded if I (We) are not registered in the System for Award Management prior to the award of this contract. YES ____ (Yes / No)

I (We) have a DUNS Number . YES (Yes / No)

DUNS Number: 805104528

Company Name: Lewis Electric, Inc. S. Russell

Company e-mail address: sibby@lewiselectricinc.org

(6/2015F)

INTERLOCAL COOPERATION AGREEMENT
CITY OF JACKSON AND CITY OF RIDGELAND
(INTERLOCAL COOPERATION ACT OF 1974)
"EAST COUNTY LINE ROAD RESURFACING PROJECT"

WITNESS, THIS AGREEMENT, entered into on the day and date shown below, by and between the City of Jackson, Mississippi, a municipal corporation, hereinafter referred to as "Jackson", and the City of Ridgeland, Mississippi, a municipal corporation, hereinafter referred to as "Ridgeland", under and pursuant to Section 17-13-1, et seq., Mississippi Code of 1972, being the Interlocal Cooperation Act of 1974, as follows:

I. PURPOSE AND GENERAL PROVISIONS

A. Purpose:

This Agreement is entered into pursuant to the authorization of the "Interlocal Cooperation Act of 1974", being Section 17-13-1, et seq., Mississippi Code of 1972, as same now appears, or may be hereafter amended, and all provisions therein set forth are incorporated and made a part hereof, as if fully set forth herein, it being the intent of the parties that such authority granted by said Act shall be exercisable by the parties under this Agreement to accomplish the resurfacing of County Line Road between Wheatley Street and Old Canton Road, in existing rights-of-way. This Agreement shall also provide for the maintenance and control of County Line Road between the parties because County Line Road lies partially in Ridgeland and partially in Jackson. This Agreement supersedes that certain Interlocal Cooperation Agreement between Jackson and Ridgeland dated January 18, 1983, and January 8, 2002 with respect to the maintenance and control of County Line Road.

B. Pavement Management Project: (Wheatley Street to Old Canton Road)

(1) The nature and scope of the pavement management project contemplated by this Agreement is to repair and resurface 1.4-miles of County Line Road from Wheatley Street to Old Canton Road (hereinafter Project").

(2) The total estimated cost of the Project is $2,377,000.00, with $2,300,000.00 being STBG-eligible, construction expenses; and, $77,000.00 being STBG-non-eligible, legal and design expenses.

(3) Ridgeland submitted a pavement management project application on October 27, 2021 to the Jackson Metropolitan Planning Organization (MPO) to request $1,840,000.00 in Federal STBG funding for the construction and construction engineering costs associated with the Project.

(4) The following duties will be performed upon the Project being awarded the full requested funding amount of $1,840,000.00 through the Jackson MPO selection process:

i. Ridgeland agrees to assume the work necessary to undertake the Project.

ii. Jackson agrees to reimburse Ridgeland for 50% of the local share of the expenses associated with the Project up to a maximum amount of Three Hundred Thousand Dollars ($300,000.00).

iii. Ridgeland will be responsible for managing, procuring and executing all necessary aspects of the Project utilizing Federal STBG funding and will comply with all applicable Federal and State laws and regulations regarding STBG funding as well as complying with Mississippi State Purchasing Laws.

iv. The construction will conform substantially with MDOT, FHWA and Ridgeland's design and construction standards. At all times, and during all phases, Ridgeland will provide Jackson any change in the Cost Estimates or scope of work.

v. Jackson and Ridgeland agree to follow the rules and regulations of any Federal or State Agency from which both Jackson and Ridgeland seek and obtain funding for the Project. This provision shall apply to matters in general, and specifically, to matters affecting procurement of services for construction, and all other miscellaneous services as it pertains to the Project.

(5) Upon the Pavement Management Project **NOT** being awarded the full funding amount of $1,840,000.00 requested through the Jackson MPO selection process, neither the City of Ridgeland nor the City of Jackson will have any responsibility for accomplishing the terms previously described herein in Section B. Pavement Management Project: (Wheatley Street to Old Canton Road).

C. Maintenance and Control:

(1) Jackson shall be responsible for the electric power service to the traffic signals.

(2) Maintenance of Rights-of-Way: This Agreement applies to County Line Road from the west right-of-way line of North State Street to the east right-of-way line of Old Canton Road. Each City shall be responsible for the maintenance and all associated costs for maintaining the rights-of-way on its half of County Line Road.

(a) Jackson shall perform maintenance along the south side of the center line of County Line Road, except that specifically noted herein.

(b) Ridgeland shall perform all maintenance along the north side of the centerline of County Line Road, except that specifically noted herein.

(c) Ridgeland will be responsible for maintenance of the median area generally located between Ridgewood Road and west of Pear Orchard Road.

(d) Each City will be responsible for sign maintenance on its side of the centerline. Jackson shall perform sign maintenance in the median area. Sign maintenance will be consistent with the most current Manual of Uniform Traffic Control Devices.

(e) Jackson shall perform all sign maintenance on any traffic signals except for Ridgeland's standard decorative street name signs. Ridgeland shall perform all maintenance on Ridgeland's standard decorative street name signs.

(3) Jackson shall control the traffic signals on County Line Road with the Jackson ATMS (Advanced Traffic Management System). Jackson and Ridgeland shall jointly develop traffic signal timing and coordinate the plans for County Line Road. Jackson will provide access to traffic signal data and camera feeds to Ridgeland as requested. Jackson will provide interface locations as required to enable Ridgeland to connect to the City's traffic control fiber optic network. Ridgeland will fund all necessary hardware and software needed by Ridgeland and will maintain all of its interface equipment.

(4) In the event a utility line or other municipal facility of either party causes damage or impairs the use of County Line Road, the owner of such facility shall bear one hundred percent of the corrective cost and shall restore the damaged area to the original design quality.

(5) Traffic Control Signals and Equipment: Jackson will maintain the traffic signals and equipment on County Line Road at its own expense. However in the event of catastrophic failure (Force Majeure) beyond Jackson's control, Ridgeland will participate in 50% of the repair cost.

(6) Pavement Markings: Jackson will stripe the lane lines and Ridgeland will apply necessary legends to County Line Road between the west right-of-way of North State Street and the east right-of-way of Old Canton Road excluding those sections under the exclusive maintenance of the Mississippi Department of Transportation.

(7) Maintenance & Improvements: Jackson and Ridgeland agree that their Public Works staffs will meet in January annually to discuss the resurfacing, traffic control and other maintenance and improvements needs for East County Line Road. Jackson and Ridgeland will coordinate planning of any substantial change in traffic signals and equipment, including substantial changes to the fiber optic network on East County Line Road. Following the meeting, the Public Works staffs will make a recommendation to the Mayor of Jackson and the Mayor of Ridgeland for the maintenance of, and improvements to, East County Line Road. If the governing authorities of Jackson and Ridgeland agree to a maintenance and improvements plan, the Cities will provide funding for the plan twelve (12) months from the date of the maintenance and improvements plan agreement. The Cities agree to pursue all

available sources of funding, including federal grants, to fund the maintenance and improvements plan.

II. FINANCING

A. Pavement Management Project

(1) Upon the Project being awarded the full requested funding amount of $1,840,000.00 through the Jackson MPO selection process, the Project will be undertaken and financed by Ridgeland. The Ridgeland City Clerk or his or her designee is hereby designated to receive, disburse, and account for all funds of this joint undertaking. Ridgeland will pay all invoices related to the Project. Upon completion of the Pavement Management Project, Ridgeland and Jackson will resume their respective responsibilities as defined in Part I, Section C, Maintenance and Control.

(2) Eighty percent (80%) of the Project's construction and construction engineering costs will be reimbursed with Federal Funds up to a maximum amount of $1,840,000.00.

(3) Ridgeland and Jackson are responsible for providing a minimum twenty percent (20%) local share of the Project's construction related costs.

(4) Ridgeland and Jackson are responsible for providing one hundred percent (100%) of the Project's non-construction related costs such as professional engineering and legal fees.

(5) Ridgeland and Jackson will each pay 50% of the local share of the Project's incurred costs up to a maximum contribution per entity of three hundred thousand dollars and no cents ($300,000.00). The financing for the local share of the Project shall be made from City of Jackson 1% sales Tax (Jackson), bonds appropriated by Jackson or Ridgeland, together with any such other funds made available by both Jackson and Ridgeland.

(6) Jackson will reimburse Ridgeland for work done during the course of the Project on a monthly basis, not later than thirty days after Ridgeland delivers a reimbursement request with documentation of costs incurred. Jackson will reimburse Ridgeland for 50% of the local share of the Project's costs incurred in the performance of work necessary to accomplish the Project, up to a maximum contribution of three hundred thousand dollars and no cents ($300,000.00).

(7) The work undertaken to complete the Project will be accomplished primarily through the use of consultants and contractors. Copies of the companies invoices performing work will be provided will all reimbursement requests.

B. Maintenance and Control:

All costs associated with the maintenance of the Project shall be paid out of the general fund budget or other funds available to Jackson and Ridgeland pursuant to the other provisions of this agreement.

III. AMENDMENTS

This Agreement may be amended with the consent of both parties only, and such action shall be taken by resolution or ordinance in the same procedural manner as required for the adoption of this Agreement.

IV. ADMINISTRATION

The provisions and authority for administration of the Agreement shall be by the Public Works Directors of each City. It shall be the duty of each Public Works Director to carry out the terms and conditions of this Agreement, and to recommend to its respective governing authority any and all matters to be acted upon.

V. PROPERTY

It is not contemplated that any property will be acquired to fulfill the terms and conditions of this agreement. All work shall be accomplished within existing rights-of-way and easements owned by the respective parties as hereinbefore provided. No joint ownership is anticipated.

VI. DURATION

This Agreement shall be in force and effect from the effective date hereof and shall continue in effect for a period of ten (10) years from and after such date, subject to the right of each succeeding Board of Aldermen or City Council to review, affirm or reject this agreement within sixty (60) days of taking office. Thereafter, this Agreement shall be continued from year to year unless either party hereto shall give not less than 12 months' notice in writing to the other that this Agreement shall no longer be in force and effect.

VII FILING FOR APPROVAL

A. Jackson and Ridgeland understand that as a condition precedent to this Agreement being enforceable, this Agreement shall be submitted to the Attorney General of the State of Mississippi for his approval. This Agreement shall not be enforceable unless approved by the Attorney General or sixty (60) days has passed since its submission to him and he has failed to disapprove it, in which event the said Agreement shall be considered approved and enforceable.

B. Upon approval by the Attorney General, or the passing of sixty (60) days after submission without his disapproval, copies of this Agreement shall be filed with the Chancery Clerks of Hinds and Madison Counties, the Secretary of State of the State of Mississippi and the State Department of Audit.

APPROVED AND EXECUTED on this the ____ day of _____, 2021.

CITY OF JACKSON, MISSISSIPPI

BY: _____

Mayor

Chokwe A. Lumumba

ATTEST:

_____

City Clerk

Angela Harris

(SEAL)

CITY OF RIDGELAND, MISSISSIPPI

BY: _____

Mayor

Gene F. McGee

ATTEST:

_____

City Clerk

Paula W. Tierce

(SEAL)

STATE OF MISSISSIPPI

COUNTY OF _____

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, _____ and _____ who acknowledged to me that they are the Mayor and City Clerk, respectively, of the City of Jackson, Mississippi, and that as such they did sign, affix the corporate seal thereto, and deliver the above and foregoing instrument on the date and for the purpose therein stated in the name of, for and on behalf of the said City of Jackson, Mississippi, they being first duly authorized to do so.

GIVEN UNDER MY HAND and official seal on this ____ day of _____, 2021.

_____

NOTARY PUBLIC

(SEAL)

PRECISION TECH, inc.

Computerized Time Keeping Equipment
I.D. Badge Card Systems

P.O. BOX 13381 • JACKSON, MISSISSIPPI 39236 • (601) 362-5959

November 18, 2021

Renee Buckner

City of Ridgeland

P.O. Box 317

Ridgeland, MS 39157

Dear Renee,

It is time to renew the extended service warranty on your Jantek time and attendance system. The cost is the same as last year. Please look over the enclosed warranty agreement, and give me a call if you have a question. I have included an invoice for your convenience.

I appreciate your business.

Sincerely,

Price Hildebrand

Precision Tech, LLC

Precision Tech, LLC
Maintenance Agreement

Seller: Precision Tech, LLC
P.O. Box 13381
Jackson, MS 39236

This agreement between City of Ridgeland (hereinafter called Owner) is for the maintenance of PRECISION TECH products as listed in appendix A attached hereto and incorporatedby reference herein. Any reference hereafter to the "Equipment shall mean collectively that listed in Appendix A.

1)Time Period

This agreement is for an initial period of 12 months commencing 11/27/2021 hereafter called commencement date. Unless terminated by either party by written notice delivered to the other within one (1) month prior to the end of such initial period , this agreement will remain in effect until terminated by either party by delivery to the other of written notice at least one (1) month prior to date of termination.

2) Maintenance

The maintenance period shall be 12 hours a day, Monday thru Friday, excluding nationally observed holidays. Maintenance shall be performed either ON-Site or DEPOT-REPAIR. DEPOT-REPAIR is defined as maintenance support initialed from PRECISION TECH'S location only. ON-SITE is defined as maintenance and support at both OWNER'S and PRECISION TECH'S locations only. Maintenance shall be performed after notification that the equipment is inoperative. PRECISION TECH shall provide OWNER with a designated point of contact to enable the maintenance representative to receive such notification. Service call request by the OWNER outside of the agreement will be provided at PRECISION TECH'S emergency hourly rates, including travel expenses in effect at the time such service is preformed. There is a one hour minimum for all DEPOT-REPAIR service performed on an hourly basis.

3) Charges

A. The maintenance charges for the period listed in number 1, for the equipment listed in Appendix A will b$1,300.00 yearly. This Charge will start upon the commencement date with the charges for the first and last months prorated on the basis of a 30-day month. The terms of the payment are due on receipt from date of invoice.

4) Responsibilities of PRECISION TECH

A. PRECISION TECH shall use only new standard parts or their equivalent in accomplishing repairs. Parts which have been replaces shall become the property of PRECISION TECH.

B. PRECISION TECH maintenance service shall include the items of equipment necessary to the maintenance of the equipment being serviced.

C. PRECISION TECH agrees there will be no addidtional maintenance charges for the time spent by maintenance personnel waiting for the arrival of additional maintenance personnel and/ or delivery of parts.

D. PRECISION TECH will continue at no extra charge, corrective maintenance service if the difficulty is not corrected by the end of the period on the same day it was begun.

E. Corrective maintenance occasioned by the negligence of OWNER, its employees, representatives, agents, licensees, or by the use of devises or special attachments not provided by Precision Tech or by any other misuse or abnormal use is not included in PRECISION TECH'S obligation under this agreement.

F. PRECISION TECH shall pay standard freight charges on DEPOT-REPAIR out going items. Any additional freight charges for not standard freight wil be billable to OWNER.

5) Responsibilities of OWNER

A. FOR ON-SITE, OWNER shall provide access to a telephone and adequate working space including heat light ventilation, electric current and oulets for the use of PRECISION TECH'S maintenace personnel. These facilities shall be within a reasonable distance of the equipment and shall be provided at no charge to PRECISION TECH.

B. OWNER'S personnel shal not perform maintenance or attempt repairs of the equipment.

C. OWNER shall provide supplies and other expendable items used in the operation of the equipment at OWNER'S expense, and such supplies and expendable items will meet PRECISION TECH specifications.

D. For ON-SITE, OWNER shall provide PRECISION TECH access to the equpment to perform maintenance services and shall have a representative on-site when PRECISION TECH'S maintenance personnel are performing services. If additional cost are incurred as the result of OWNER'S denial of access during the scheduled periods for a unreasonable period of time, OWNER shall bear these costs.

E. In the event of equipment relocation , OWNER shall give a least 15 days written notice of the movement of equipment unless move is required because of emergency, in which event OWNER shall give such written as soon as it is reasonably possible.

F. OWNER shall pay all cost of any kind related to or necessitated by the relocation of the equipment. After such relocation, PRECISION TECH shall continue to maintain the equipment at the new location unless such movement removes the equipment more than 50 miles from the original location of outside the 48 contiguous states and the District of Columbia , in which instance this agreement maybe terminated by PRECISION TECH as of the date the physical transport of such equipment begins without any further obligations hereunder by PRECISION TECH.

G. OWNER shall pay inbound freight charges on DEPOT-REPAIR items.

6) Add on Equipment

Equipment will be located with and connected to the equipment. Such equipment may also be included in this agreement at PRECISION TECH'S then current standard maintenance rates applicable to such additional equipment. The original terms of this agreement shall not be effected by the inclusion of the additional equipment.

7) Alterations and Attachments

It is a condition by performance by PRECISION TECH that the written concurrence of PRECISION TECH be obtained prior to any alteration of attachments to equipment and that any alteration of attachments be made only in accordance with the terms of such concrrence.

Any changes to physical, mechanical, or electrical status of the equipment, whether or not additional devices or parts are involved, will be regarded as alteration under this agreement. Equipment of another manufacturer connected mechanically or electrically to the equipment will be regarded as an attachment under this article.

8) Extent of PRECISION TECH'S Liability

OWNER hereby agrees that PRECISION TECH'S obligation to provide maintenance in a professional competent and workman-like manner as set forth in Articles 2 and 4 hereof constitutes the extent of PRECISION TECH'S responsibility.

OWNER hereby agrees that this maintenance agreement does not cover maintenance repairs, or replacement parts required due to loss of damage to the equipment caused by fire, lighting, water, tornado, windstorm, hail, earthquake, explosion, collapse of building, strike, riot, vandalism, air conditioning failure or any maintenance repairs or replacements caused or required from the fault or negligence of the OWNER.

9) General

This agreement shall be governed by the laws of the state of Mississippi, and it constitutes the complete and exclusive statement of such agreement and all the terms thereof between PRECISION TECH and OWNEI with respect to maintenance and equipment . This agreement supersedes any prior proposals, commitments or representatives of any kind whether oral or written with respect to maintenance of the equipment unles: specifically incorporated by reference herein.

All previous terms and conditions contained in any purchase order submitted pursuant to this agreement are superseded by the terms of this agreement.

This agreement may be amended only by an instrument in writing executed by duly authorized representatives of both parties.

Addendum

To insure quality service, we have instituted the following policy changes. Each customer will be allocated a ten (10) call maximum per quarter on all software and hardware calls. If the customer exceeds the calling limit, your company will be assessed a thirty five ($35.00) charge per call .

All new customers will be given the traditional ninety (90) day unlimitec extended service warranty.

Appendix A
Maintenance Agreement
Equipment list

Item	Model #	Serial #s
1)	2 Face Scan Time Clocks	1932130077, 1932130079
2)	1 JTAWIN, ver 9.0	SO8YW-R2FIC-AV1FG-8U5HI W28F1-KVUU2-H8GJ4-UZRL7
3)		

This agreement shall become effective upon but not until execution by PRECISION TECH and OWNER in the spaces provided below.

Agreed to this

_____day of _____ 2021

_____

Name of Owner

_____

Street Address

_____

City State Zip Code

By: _____

_____

Title

Accepted this
18th day of November, 2021
Precision Tech, LLC
P.O. Box 13381
Jackson, MS 39236

By: _____
Owner
Title

Maintenance No. 5990

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

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

Edwin L. Pittman, Of Counsel

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

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

MEMORANDUM

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

FROM: Jerry L. Mills

DATE: December 15, 2021

RE: David Pursell/Park 51, LLC - Moore Street Closing

On March 16, 2021, the Board voted to approve the Petition to Close and Vacate Certain Portion of An Unimproved and Unused Portion of Moore Street and Right(s)-of-Way. An Order was entered and attached as an exhibit to the March 16 Minutes. To correct the record and have the proper document needed to be recorded in the land records, we have prepared the attached Ordinance which you should passed, and the Mayor authorized to sign. After the Ordinance is passed, it will be recorded in the land records of Madison County to convey the title to the abandoned street to the Petitioner.

Should you have any questions concerning this, please do not hesitate to contact me.

JLM/mmh
Enclosures

cc: Alan Hart
Marc K. McKay, Esq.
John P. Scanlon, Esq.
Zachary L. Giddy, Esq.

AN ORDINANCE BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF RIDGELAND VACATING CERTAIN UNIMPROVED AND UNUSED STREET AND RIGHT-OF-WAY PLATTED IN BLOCK NINETY (90), VILLAGE OF RIDGELAND (FIRST ADDITION TO RIDGELAND), IN THE CITY OF RIDGELAND, AND FOR THE OTHER PURPOSES AS PROVIDED BY MISSISSIPPI CODE OF 1972 ANNOTATED SEC. 21-37-7, AS AMENDED

WHEREAS, David B. Pursell, Ursula A. Pursell, and Park 51, LLC, a Mississippi limited liability by and through its Managing Member, David B. Pursell have petitioned the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi, in writing, to close and vacate a certain unimproved and unused street and right-of-way as platted in Block Ninety (90), Village of Ridgeland (First Addition to Ridgeland), in the City of Ridgeland, more particularly described herein; and,

WHEREAS, the Mayor and Board of Aldermen previously considered and approved the closing of said street at its March 16, 2021, meeting and as no ordinance was passed at that time, but rather an Order entered, this Ordinance is passed for the purpose of correcting the record with regard to this matter.

WHEREAS, Petitioner is the owner of all of the property abutting the aforesaid street and right-of-way and the only person and/or entity affected by the closing and vacating thereof; and,

WHEREAS, the Mayor and Board of Aldermen do hereby expressly find, adjudicate, and determine that such street and right-of-way, as now platted, is not used for municipal purposes; that the public convenience and necessity does not require the use thereof; that the formal closing and vacating of the same will not impair the value of the abutting property nor affect the use, occupancy, or enjoyment thereof; that there is

therefore no compensation due or damage to the abutting landowners; and that it is in the best interest of the City of Ridgeland, Mississippi, that such street and right-of-way be so closed, vacated and abandoned.

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

Section 1

That the street and right-of-way lying and being situated in Block Ninety (90), Village of Ridgeland, (First Addition to Ridgeland), City of Ridgeland, Madison County, Mississippi and more particularly described in Exhibit A, attached hereto, is hereby closed, vacated, and abandoned as a municipal street and right-of-way of the City of Ridgeland, Mississippi, as provided by Section 21-37-7 of the Mississippi Code Annotated of 1972, as amended.

Section 2

That all right, title, and interest of the City of Ridgeland, Mississippi, in and to the abandoned street and right-of-way, is hereby disclaimed, released, and relinquished and that the title in and to the same is hereby vested in **Park 51, LLC, a Mississippi limited liability company.**

Section 3

That all ordinances or parts thereof in conflict herewith are expressly revoked to the extent of such conflict.

Section 4

That this Ordinance shall take effect and be in force thirty (30) days from and after passage.

SO ORDAINED, ADOPTED AND APPROVED by the Mayor and Board of Aldermen of the City of Ridgeland, Madison County, Mississippi at its regular meeting held on the _____ day of _____, 2021.

APPROVED:

CITY OF RIDGELAND, MISSISSIPPI

By: _____
Gene F. McGee, Mayor

ATTEST:

By: _____
Paula Tierce, City Clerk

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named GENE F. MCGEE and PAULA TIERCE, who acknowledged that they are the Mayor and City Clerk, respectively, of the City of Ridgeland, Mississippi and on behalf of said municipality they did sign, seal and deliver the above and foregoing instrument of writing on the day and year therein mentioned having first been duly authorized to do so.

GIVEN under my hand and official seal, this the ___ day of _____, 2021.

_____
NOTARY PUBLIC

My Commission Expires:

_____

BARNES SURVEYING, LLC
ROBERT M. BARNES
LAND SURVEYOR

272 S PERKINS ST., SUITE 400
RIDGELAND, MISSISSIPPI 39157
(601) 353-7878

LEGAL DESCRIPTION
PARTIAL ROAD CLOSING

A parcel of land adjacent to Lots 9 and 10 and a portion of Lot 8, Block 90, and Lots 1 and 2 and a portion of Lot 3, Block 92, Village of Ridgeland (First Addition to Ridgeland) according to a map or plat on file in the Chancery Records of Madison County, in Canton, Mississippi and further described as being situated in the Southeast 1/4 of Section 19, Township 7 North, Range 2 East, City of Ridgeland, Madison County, Mississippi, and being more particularly described by metes and bounds as follows, to wit:

Commence at a concrete marker found at the northeast corner of the Southeast 1/4 of the said Section 19 and run thence South 00° 19' 21" East for a distance of 340.00 feet to a 5/8" iron pin set at the northeast corner of the said Lot 10; thence continue South 00° 19' 21" East for a distance of 290.00 feet along the eastern line of the said Block 90 and the western line of Trace Ridge Subdivision, Part 2, as recorded in Plat Cabinet C at Slide 27 and ratified in Book 664 at Page 401 of the said Chancery Records to a 5/8" iron pin set at the southeast corner of the said Lot 10 and the northeast corner of Moore Street which marks the **POINT OF BEGINNING** for the parcel herein described; thence South 89° 44' 33" West for a distance of 325.28 feet along the said northern right of way line, which right of way line is further described as being the southern property line of the said Lots 10, 9 and 8, Block 90 to a 5/8" iron pin set; thence leave said northern right of way line of Moore Street and run South 00° 15' 27" East for a distance of 60.00 feet to a 5/8" iron pin set at the southern right of way line of the said Moore Street, also being the northwestern property corner of that certain parcel of land as described in Book 2192 at Page 557 of the said Chancery Records; thence North 89° 44' 33" East for a distance of 325.35 feet along the said southern right of way line of Moore Street, which right of way line is further described as being the northern property line of the said Lots 3, 2 and 1, Block 92 to a 5/8" iron pin set at the northeast property corner of that said certain parcel of land as described in Book 2192 at Page 557, said iron pin being located on the western line of Lot 1 of the said Trace Ridge Subdivision, Part 2; thence North 00° 19' 21" West for a distance of 60.00 feet along the said western line of Lot 1 and Lot 2, of the said Trace Ridge Subdivision, Part 2 to the **POINT OF BEGINNING,** containing 0.4481 acres (19,519 square feet), more or less, as shown on Plat of Survey by Barnes Surveying, LLC, project number 8185-01(A), dated March 3, 2021.

The reference meridian for the above description is grid north Mississippi West state plane coordinate system, convergence angle 0.11093333°, combined scale factor 0.99994249.

EXHIBIT "A"

the city of RIDGELAND

DECEMBER 15, 2021

TO: **MAYOR & BOARD OF ALDERMEN**

FROM: **PAULA TIERCE, CITY CLERK/HR DIRECTOR**

RE: **SEWER ADJUSTMENTS**

The following customers have requested sewer adjustments and I recommend approval of same:

02-6195-00	339 SOUTH RIDGE DRIVE	$58.05
02-6345-02	313 TIMBER RIDGE DR	$357.98
05-2774-01	786 LAKE HARBOUR DR	$1,263.56

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

Settlement Participation Form

Governmental Entity: Ridgeland city	State: MS
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("Janssen Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.

3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.

4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.

7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Janssen Settlement.

10. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

    > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

    A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

11. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT
01-73625	UNITED STATES POSTMASTER	172732	ANNUAL BOX FEE FOR #875	I 202112132622	11/30/2021	191.00
			ANNUAL BOX FEE FOR #875	001-100-540	191.00	
					TOTAL =	191.00

FUND TOTALS

FUND	NAME	TOTAL
001	GENERAL FUND	191.00
	TOTALS FOR ALL FUNDS =	191.00

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	INVOICE DATE	AMOUNT
01-02402	ACCESS CONTROL GROUP	172733	FIRE ALARM MONITORING	I 4372	11/01/2021	540.00
			FIRE ALARM MONITORING	001-092-637	420.00	
			FIRE ALARM MONITORING	001-092-637	120.00	
01-05573	ACTION TARGET	172734	TARGET ORDER	I 0525660-IN	12/07/2021	909.30
			5 BULLSEYE OR CENTER	001-100-681	75.00	
			ANATOMY FBI-Q PHOTO	001-100-681	75.00	
			TQ-15 TARGET&ANATOMY	001-100-681	72.50	
			PLAYING CARD TARGET	001-100-681	38.00	
			ROLL BUFF PASTERS	001-100-681	16.25	
			SNIPER PRO&HIGH GRND	001-100-681	30.00	
			PLAS, POLY TARGET	001-100-681	429.90	
			SHIPPING	001-100-681	172.65	
01-01350	ADCAMP INC	172735	TONS OF ASPHALT	I 41132	11/30/2021	1,318.68
			TONS OF ASPHALT	001-201-575	660.66	
			TONS OF ASPHALT	001-201-575	658.02	
01-01350	ADCAMP INC	172736	TACK & TONS OF ASPHALT	I 41143	11/30/2021	4,677.02
			TACK	001-201-575	1,280.00	
			TONS OF ASPHALT	001-201-575	659.34	
			TONS OF ASPHALT	001-201-575	668.58	
			TONS OF ASPAHLT	001-201-575	654.72	
			TONS OF ASPHALT	001-201-575	91.08	
			TONS OF ASPHALT	001-201-575	664.62	
			TONS OF ASPHALT	001-201-575	658.68	
01-03644	AFLAC	172737	EBQ21: DECEMBER 2021	I 521392	12/15/2021	6,908.34
			EBQ21: DECEMBER 2021	001-000-171	5,957.28	
			EBQ21: DECEMBER 2021	005-000-171	167.44	
			EBQ21: DECEMBER 2021	400-000-171	639.04	
			EBQ21: DECEMBER 2021	404-000-171	144.58	
01-06157	JOSUE AGUILAR	172738	REMITTANCE OF BOND FEE	I 202112152628	11/30/2021	1,637.00
			REMITTANCE OF BOND FEE	001-000-122	1,637.00	
01-04417	ALLEN ENGINEERING AND SCI	172739	REISSUE SEPT 2021 PAYMENT	I 00210463A	7/25/2021	1,625.00
			REISSUE SEPT 2021 PAYMENT	001-000-351	1,625.00	
01-04417	ALLEN ENGINEERING AND SCI	172740	11-01-21 - 11-28-21 STORMWATER	I 00210768	11/28/2021	1,666.67
			11-01-21 - 11-28-21 STORMWATER	001-201-600	1,666.67	
01-05511	AMAZON CAPITAL SERVICES	172741	JANITOR OFFICE SUPPLY	I 11YW-6MCG-GH46	11/20/2021	13.00
			SUPPLY PENS	001-100-500	13.00	
01-05511	AMAZON CAPITAL SERVICES	172742	JANITOR OFFICE SUPPLY	I 17C6-6JNM-YTW4	11/17/2021	55.18
			MOP BUCKET	001-100-510	55.18	
01-05511	AMAZON CAPITAL SERVICES	172743	FLOOR MATS FOR DISPATCH	I 1GXP-396W-31JP	12/07/2021	306.81
			FLOOR MATS FOR DISPATCH	001-100-540	306.81	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	DATE	AMOUNT
01-05511	AMAZON CAPITAL SERVICES	172744	HVAC AIR DEFLECTOR	I 1KNG-JHMD-JRTQ	12/06/2021	77.70
			HVAC AIR DEFLECTOR	001-100-540	77.70	
01-05511	AMAZON CAPITAL SERVICES	172745	JANITOR OFFICE SUPPLY	I 1LJN-PLRQ-GQXH	11/21/2021	78.85
			DRY ERASE MARKERS	001-100-500	19.95	
			DRY ERASE ERASERS	001-100-500	7.08	
			SHARPIE FINE PTS	001-100-500	16.40	
			PENTEL BLUE FINE PTS	001-100-500	35.42	
01-01944	ATMOS ENERGY	172746	3013187195:10-29-21 - 11-26-21	I 202112162632	12/07/2021	71.27
			3013187195:10-29-21 - 11-26-21	001-340-630	71.27	
01-04524	AUTO PLUS	172747	AIR FILTER	I 46040416	12/02/2021	80.49
			46637 AIR FILTER	001-201-632	80.49	
01-05550	B W I OF JACKSON INC	172748	QUALI-PRO MSM TURF	C 16903667A	12/13/2021	10.03CR
			SURCHARGE CREDIT	001-340-575	10.03CR	
01-05550	B W I OF JACKSON INC	172749	QUALI-PRO MSM TURF	I 16903667	12/07/2021	150.03
			QUALI-PRO MSM TURF	001-340-575	140.00	
			FUEL SURCHARGE	001-340-575	10.03	
01-03272	BADGER METER INC	172750	DEC 2021 SERVICE AGREEMENT	I 80085843	11/30/2021	130.00
			DEC 2021 SERVICE AGREEMENT	400-650-635	130.00	
01-05281	BRADLEY, RACHEL	172751	DECEMBER 6, 2021 MEETING	I 120621	12/06/2021	50.00
			DECEMBER 6, 2021 MEETING	001-550-599	50.00	
01-02311	BUFKIN MECHANICAL, INC	172752	BACKFLOW VALVE REPAIR	I 77035	12/09/2021	1,062.00
			INSPECTION OF VALVE	001-100-637	187.50	
			REPAIR LABOR	001-100-637	225.00	
			PLUMBING PARTS	001-100-637	649.50	
01-08860	BULLDOG CONSTRUCTION CO I	172753	NORTHPARK/AVIGNON, ORLEAN	I 5464	12/01/2021	25,591.00
			R&R EXIST CURB & GUT	001-201-603	7,449.00	
			R&R EXIST MISC IN PL	001-201-603	3,600.00	
			SAWCUTTING	001-201-603	672.00	
			C&G LEVEL & LIFT	001-201-603	13,870.00	
01-01096	BUSINESS COMMUNICATIONS I	172754	DELL EMC UNITYSAN/SWITCH	I 138436	10/31/2021	11,280.28
			EMC SWITCHES S4112F	005-101-730	11,280.28	
01-01096	BUSINESS COMMUNICATIONS I	172755	DELL EMC UNITYSAN/SWITCH	I 138740	11/15/2021	32,686.27
			EMC UNITY380 DPE SAN	005-101-730	32,686.27	
01-01096	BUSINESS COMMUNICATIONS I	172756	DELL EMC UNITYSAN/SWITCH	I 138760	11/30/2021	4,655.00
			INSTALL&DEPLOYMENT	005-101-730	4,655.00	
01-01096	BUSINESS COMMUNICATIONS I	172757	CISCO SMARTNET RENEWAL	I 139626	12/06/2021	11,088.79
			CISCO SMARTNET RENEWAL	001-010-635	797.09	
			CISCO SMARTNET RENEWAL	001-020-635	82.05	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	DATE	AMOUNT	
01-01096	BUSINESS COMMUNICATIONS I	172757	CISCO SMARTNET RENEWAL	I 139626	12/06/2021	11,088.79	CONT
			CISCO SMARTNET RENEWAL	001-042-635	492.30		
			CISCO SMARTNET RENEWAL	001-080-635	54.70		
			CISCO SMARTNET RENEWAL	001-100-635	6,470.43		
			CISCO SMARTNET RENEWAL	001-160-635	1,207.25		
			CISCO SMARTNET RENEWAL	001-180-635	355.55		
			CISCO SMARTNET RENEWAL	001-201-635	191.45		
			CISCO SMARTNET RENEWAL	001-340-635	563.77		
			CISCO SMARTNET RENEWAL	400-650-635	874.20		
01-05106	C SPIRE BUSINESS SOLUTION	172758	ACCT 0000677122	I 0000677122-59	12/01/2021	4,491.82	
			ACCT 0000677122	001-020-604	28.17		
			ACCT 0000677122	001-042-604	103.18		
			ACCT 0000677122	001-080-604	9.39		
			ACCT 0000677122	001-100-604	755.65		
			ACCT 0000677122	001-160-604	818.99		
			ACCT 0000677122	001-180-604	122.07		
			ACCT 0000677122	001-201-604	307.56		
			ACCT 0000677122	001-340-604	103.29		
			ACCT 0000677122	400-650-604	56.34		
			ACCT 0000677122	001-020-605	120.12		
			ACCT 0000677122	001-040-605	239.87		
			ACCT 0000677122	001-092-605	0.48		
			ACCT 0000677122	001-100-605	722.60		
			ACCT 0000677122	001-160-605	359.93		
			ACCT 0000677122	001-180-605	166.70		
			ACCT 0000677122	001-201-605	123.58		
			ACCT 0000677122	001-340-605	158.20		
			ACCT 0000677122	001-350-605	132.78		
			ACCT 0000677122	400-650-605	162.92		
01-03826	C SPIRE WIRELESS	172759	0031656076:10-23-21 - 11-22-21	I 202112162635	11/22/2021	345.61	
			0031656076:10-23-21 - 11-22-21	001-160-605	345.61		
01-03826	C SPIRE WIRELESS	172760	0002596490:11-08-21 - 12-07-21	I 202112162636	12/07/2021	586.04	
			0002596490:11-08-21 - 12-07-21	001-340-605	586.04		
01-01999	CABALLERO, MICHELLE	172761	DECEMBER 9, 2021 MEETING	I 120921	12/09/2021	50.00	
			DECEMBER 9, 2021 MEETING	001-180-611	50.00		
01-01441	CAPITOL TOWING INC	172762	TOW FEES	I 104443	11/16/2021	75.00	
			CID 2021015233	001-100-632	75.00		
01-01441	CAPITOL TOWING INC	172763	TOW FEES	I 104484	11/09/2021	55.00	
			P312 TOW	001-100-632	55.00		
01-01441	CAPITOL TOWING INC	172764	TOW FEES	I 104495	11/17/2021	75.00	
			CID TOW 2021015316	001-100-632	75.00		
01-01136	CENTERPOINT ENERGY	172765	30982987: 10-29-21 - 12-02-21	I 202112162637	12/07/2021	63.60	
			30982987: 10-29-21 - 12-02-21	001-100-630	63.60		

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	DATE	AMOUNT
01-01136	CENTERPOINT ENERGY	172766	31746860: 10-29-21 - 12-02-21	I 202112162638	12/07/2021	498.46
			31746860: 10-29-21 - 12-02-21	001-201-630	498.46	
01-01136	CENTERPOINT ENERGY	172767	31762107: 10-29-21 - 12-02-21	I 202112162639	12/07/2021	174.38
			31762107: 10-29-21 - 12-02-21	001-160-630	174.38	
01-01136	CENTERPOINT ENERGY	172768	31796030: 10-29-21 - 12-02-21	I 202112162640	12/07/2021	106.99
			31796030: 10-29-21 - 12-02-21	001-092-630	106.99	
01-01136	CENTERPOINT ENERGY	172769	31942477: 10-29-21 - 12-02-21	I 202112162641	12/07/2021	401.51
			31942477: 10-29-21 - 12-02-21	001-350-630	401.51	
01-01136	CENTERPOINT ENERGY	172770	31942485: 10-29-21 - 12-02-21	I 202112162642	12/07/2021	56.20
			31942485: 10-29-21 - 12-02-21	001-340-630	56.20	
01-01136	CENTERPOINT ENERGY	172771	31942493: 10-29-21 - 12-02-21	I 202112162643	12/07/2021	168.84
			31942493: 10-29-21 - 12-02-21	001-160-630	168.84	
01-01136	CENTERPOINT ENERGY	172772	31942501: 10-29-21 - 12-02-21	I 202112162644	12/07/2021	130.06
			31942501: 10-29-21 - 12-02-21	400-650-630	130.06	
01-01136	CENTERPOINT ENERGY	172773	31942519: 10-29-21 - 12-02-21	I 202112162645	12/07/2021	662.79
			31942519: 10-29-21 - 12-02-21	400-650-630	662.79	
01-01136	CENTERPOINT ENERGY	172774	31984024: 10-29-21 - 12-02-21	I 202112162646	12/07/2021	1,912.62
			31984024: 10-29-21 - 12-02-21	001-100-630	1,912.62	
01-01136	CENTERPOINT ENERGY	172775	64025140134:10-29-21 - 12-02-2	I 202112162647	12/07/2021	48.29
			64025140134:10-29-21 - 12-02-2	001-092-630	48.29	
01-02764	CENTRAL MISSISSIPPI CRIME	172776	NOVEMBER 2021	I 202112152629	12/09/2021	324.77
			NOVEMBER 2021	001-000-330	324.77	
01-05070	CENTRAL MS CHAPTER APA	172777	ANNUAL DUES E. BROWN	I 00392	12/10/2021	100.00
			ANNUAL DUES E. BROWN	001-040-686	100.00	
01-12050	CENTRAL PIPE SUPPLY INC	172778	2" E-SERIES METER	I S100277767.001	11/16/2021	4,001.35
			2" E-SERIES METER	400-650-575	2,727.00	
			ENDPOINT	400-650-575	381.00	
			2" CURB STOP	400-650-575	794.02	
			2.5" PVC HYDRANT CAP	400-650-575	99.33	
01-12050	CENTRAL PIPE SUPPLY INC	172779	2" E-SERIES METER	I S100277767.002	12/01/2021	209.70
			2" FLANGE KIT	400-650-575	209.70	
01-12050	CENTRAL PIPE SUPPLY INC	172780	2" E-SERIES METER	I S100277936.001	11/17/2021	533.18
			2" CTS TO 2" CTS 90	400-650-575	506.38	
			2" S.S. INSERT	400-650-575	26.80	
01-12050	CENTRAL PIPE SUPPLY INC	172781	18" CORRUGATED PIPE	I S100278374.001	11/22/2021	1,802.00
			18" CORRUGATED PIPE	001-201-575	1,802.00	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT
01-12050	CENTRAL PIPE SUPPLY INC	172782	18" CORRUGATED PIPE	I S100278374.002	11/23/2021	14.66
			1 1/2"X 3/4" BR BUSH	400-650-575	14.66	
01-12050	CENTRAL PIPE SUPPLY INC	172783	INDEXES	I S100278676.001	11/24/2021	18,720.00
			INDEXES	400-650-575	18,720.00	
01-12050	CENTRAL PIPE SUPPLY INC	172784	METER BASES	I S100278726.001	11/24/2021	3,194.00
			3/4" METER BASE	400-650-575	924.00	
			1" METER BASE	400-650-575	2,270.00	
01-12050	CENTRAL PIPE SUPPLY INC	172785	10" ANCHOR COUPLING	I S100278950.001	11/30/2021	460.50
			10" ANCHOR COUPLING	400-650-575	400.50	
			10" BOLT KIT	400-650-575	60.00	
01-12050	CENTRAL PIPE SUPPLY INC	172786	10" ANCHOR COUPLING	I S100278976.001	11/30/2021	1,620.60
			2" WHEEL VALVE	400-650-575	87.30	
			2" SQ. HD. VALVE	400-650-575	368.50	
			METER BOX W/HOLE	400-650-575	1,164.80	
01-12050	CENTRAL PIPE SUPPLY INC	172787	10" ANCHOR COUPLING	I S100279083.001	11/30/2021	921.00
			10" ANCHOR COUPLING	400-650-575	801.00	
			10" BOLT KIT	400-650-575	120.00	
01-12050	CENTRAL PIPE SUPPLY INC	172788	10" ANCHOR COUPLING	I S100279169.001	12/01/2021	44.77
			2" X 1 1/2" SWAGE NI	400-650-575	44.77	
01-12050	CENTRAL PIPE SUPPLY INC	172789	10" ANCHOR COUPLING	I S100279269.001	12/01/2021	497.00
			18" 45 DEG. COR. PIP	001-201-575	356.20	
			18" COR. COUPLING	001-201-575	140.80	
01-12050	CENTRAL PIPE SUPPLY INC	172790	10" ANCHOR COUPLING	I S100279471.001	12/02/2021	346.60
			12"X3/4" TAP SADDLE	400-650-575	346.60	
01-06153	CHAD WESLEY MUSIC LLC	172791	MUSIC AT CITY HALL	I 202112142624	12/13/2021	150.00
			ENTERTAINMENT	001-340-650	150.00	
01-06154	GABRIELLE MAY CHAMOUN	172792	CMAS CITY HALL BALLOON	I 202112092601	12/09/2021	250.00
			CMAS CITY HALL BALLOON	001-340-650	250.00	
01-13025	CINTAS CORPORATION LOC #2	172793	04481	I 03411138	12/01/2021	48.19
			04481	400-650-540	48.19	
01-13025	CINTAS CORPORATION LOC #2	172794	04479	I 03411195	12/01/2021	2.64
			04479	001-201-540	2.64	
01-13025	CINTAS CORPORATION LOC #2	172795	04450	I 03411209	12/01/2021	144.28
			04450	400-650-535	127.62	
			04450	404-650-535	16.66	
01-13025	CINTAS CORPORATION LOC #2	172796	04448	I 03411295	12/01/2021	161.18
			04448	001-201-535	161.18	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	DATE	AMOUNT
01-13025	CINTAS CORPORATION LOC #2	172797	04481	I 04102045	12/08/2021	48.19
			04481	400-650-540	48.19	
01-13025	CINTAS CORPORATION LOC #2	172798	04448	I 04102075	12/08/2021	163.23
			04448	001-201-535	163.23	
01-13025	CINTAS CORPORATION LOC #2	172799	04479	I 04102094	12/08/2021	2.64
			04479	001-201-540	2.64	
01-13025	CINTAS CORPORATION LOC #2	172800	04450	I 04102108	12/08/2021	144.28
			04450	400-650-535	127.62	
			04450	404-650-535	16.66	
01-05517	CITY OF JACKSON	172801	030-5373:RIDGELAND WEST SEWAGE	I 202112162634	12/16/2021	119,998.61
			030-5373:RIDGELAND WEST SEWAGE	400-650-691	119,998.61	
01-13602	CLARION LEDGER	172802	11-06-21 ADVERTISEMENT	I 0004254438	11/06/2021	66.36
			11-06-21 ADVERTISEMENT	374-601-760	66.36	
01-13602	CLARION LEDGER	172803	10-29-21 - 11-05-21 ADVERTISE	I 0004254440	11/05/2021	227.08
			10-29-21 - 11-05-21 ADVERTISE	355-601-760	227.08	
01-13601	CLARION LEDGER - SUBSCRIP	172804	CL6284182: 12-01-21 - 12-31-21	I 202112162633	12/16/2021	46.00
			CL6284182: 12-01-21 - 12-31-21	001-040-686	46.00	
01-05507	VIRGINIA LEE COCKE	172805	DECEMBER 6, 2021 MEETING	I 120621	12/06/2021	50.00
			DECEMBER 6, 2021 MEETING	001-550-599	50.00	
01-05220	COLLETTE JR, JAMES	172806	DECEMBER 9, 2021 MEETING	I 120921	12/09/2021	50.00
			DECEMBER 9, 2021 MEETING	001-180-611	50.00	
01-06070	COLUMN, PBC	172807	300 HILLVIEW APPEAL	I 4C109181-0033	12/07/2021	27.46
			300 HILLVIEW APPEAL	001-180-615	27.46	
01-06070	COLUMN, PBC	172808	ZONING CASEY WAGNER DV	I 4C109181-0034	12/07/2021	48.05
			ZONING CASEY WAGNER DV	001-180-615	48.05	
01-02440	COMCAST CABLE	172809	8396410560012870:11-28 - 12-27	I 202112162648	11/24/2021	108.35
			8396410560012870:11-28 - 12-27	001-340-604	108.35	
01-02440	COMCAST CABLE	172810	8396410530214796:11-29 - 12-28	I 202112162649	11/25/2021	142.05
			8396410530214796:11-29 - 12-28	001-160-604	142.05	
01-02440	COMCAST CABLE	172811	8396410530116512:12-04 - 01-03	I 202112162650	12/01/2021	20.98
			8396410530116512:12-04 - 01-03	001-100-604	20.98	
01-06139	CRITICAL POWER SOLUTIONS	172812	UPS SUPPORT	I CPSR1879	12/01/2021	4,742.00
			UPS SUPPORT	001-092-637	4,080.00	
			UPS SUPPORT	001-092-637	535.00	
			UPS SUPPORT	001-092-637	127.00	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	DATE	AMOUNT
01-06057	DARYL'S CONSTRUCTION LLC	172813	DIRT	I INV0173	11/29/2021	1,800.00
			DIRT	001-201-575	1,800.00	
01-02613	DATAPROSE, LLC	172814	11-01-21 - 11-30-21 BILLING	I DP2104365	11/30/2021	3,711.23
			11-01-21 - 11-30-21 BILLING	400-650-540	2,967.86	
			11-01-21 - 11-30-21 BILLING	400-650-604	743.37	
01-05510	DAVAINE LIGHTING LLC	172815	SNOW MACHINE RENTAL	I INV003417	12/06/2021	1,350.14
			SNOW MACHINE	001-340-650	787.57	
			SNOW MACHINE	001-340-650	562.57	
01-18620	DICKERSON & BOWEN INC	172816	TONS OF ASPHALT	I 79885	11/09/2021	1,330.56
			TONS OF ASPHALT	001-201-575	1,330.56	
01-18620	DICKERSON & BOWEN INC	172817	TONS OF ASPHALT	I 79890	11/09/2021	1,282.56
			TONS OF ASPHALT	001-201-575	1,282.56	
01-18620	DICKERSON & BOWEN INC	172818	TONS OF ASPHALT	I 79894	11/09/2021	1,169.92
			TONS OF ASPHALT	001-201-575	1,169.92	
01-18620	DICKERSON & BOWEN INC	172819	TONS OF ASPHALT	I 79926	11/16/2021	656.64
			TONS OF ASPHALT	001-201-575	656.64	
01-18620	DICKERSON & BOWEN INC	172820	TONS OF ASPHALT	I 79934	11/16/2021	631.68
			TONS OF ASPHALT	001-201-575	631.68	
01-18620	DICKERSON & BOWEN INC	172821	TONS OF ASPHALT	I 79952	11/30/2021	4,538.24
			TONS OF ASPHALT	001-201-575	4,538.24	
01-18620	DICKERSON & BOWEN INC	172822	TONS OF ASPHALT	I 80008	11/30/2021	629.76
			TONS OF ASPHALT	001-201-575	629.76	
01-04398	DIGICERT, INC	172823	EXCHANGE CERTIFICATE	I 184537674	12/06/2021	788.00
			EXCHANGE CERTIFICATE	001-042-604	788.00	
01-19050	DISCOUNT TROPHY INC	172824	XMAS PARADE TROPHIES	I 124053	11/19/2021	345.00
			T-3POST29	001-340-650	195.00	
			T3POST26	001-340-650	150.00	
01-05960	DODD CONSTRUCTION LLC	172825	CH CLEANING 12-04-21	I 111	12/15/2021	300.00
			CH CLEANING 12-04-21	001-092-636	300.00	
01-05960	DODD CONSTRUCTION LLC	172826	CH CLEANING 12-11-21	I 112	12/15/2021	300.00
			CH CLEANING 12-11-21	001-092-636	300.00	
01-21155	EMERGENCY MEDICAL PRODUCT	172827	FD - MEDICAL PRODUCTS	I 2295758	11/08/2021	1,041.03
			G3 TIDAL VOLUME, BBP	001-160-540	199.74	
			G3 GOLDEN HOUR BBP	001-160-540	158.09	
			ADULT CUFF FOR LFEPA	001-160-540	147.96	
			PED CUFF FOR LFEPAK	001-160-540	59.98	
			ADULT ANEROID SPHYGM	001-160-540	54.00	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	DATE	AMOUNT	
01-21155	EMERGENCY MEDICAL PRODUCT	172827	FD - MEDICAL PRODUCTS	I 2295758	11/08/2021	1,041.03	CONT
			3M STETHOSCOPE 28"	001-160-540	391.92		
			TRANSPORT SHARP CONT	001-160-540	29.34		
01-21155	EMERGENCY MEDICAL PRODUCT	172828	FD - MEDICAL PRODUCTS	I 2298829	11/23/2021	182.70	
			CARRY CASE EXTRICATI	001-160-540	182.70		
01-21155	EMERGENCY MEDICAL PRODUCT	172829	FD - MEDICAL PRODUCTS	I 2300771	12/02/2021	36.54	
			CARRY CASE EXTRICATI	001-160-540	36.54		
01-21500	ENTERGY	172830	14870935	I 202112162651	12/02/2021	1,281.79	
			14870935	001-000-016	1,281.79		
01-21500	ENTERGY	172831	14870968	I 202112162652	12/02/2021	42.16	
			14870968	001-160-630	42.16		
01-21500	ENTERGY	172832	14870976	I 202112162653	12/02/2021	27,508.49	
			14870976	001-201-684	27,508.49		
01-21500	ENTERGY	172833	14870984	I 202112162654	12/02/2021	2,562.41	
			14870984	001-160-630	1,389.61		
			14870984	001-201-630	13.01		
			14870984	001-092-630	587.48		
			14870984	001-350-630	572.31		
01-21500	ENTERGY	172834	14870992	I 202112162655	12/02/2021	3,919.79	
			14870992	001-340-630	3,919.79		
01-21500	ENTERGY	172835	14870943	I 202112162656	12/03/2021	25,668.84	
			14870943	001-160-630	643.40		
			14870943	400-650-630	25,025.44		
01-21506	ENTERGY	172836	100962703: 10-26-21 - 11-24-21	I 202112062543	11/29/2021	8.59	
			100962703: 10-26-21 - 11-24-21	400-650-630	8.59		
01-21506	ENTERGY	172837	101379923: 10-26-21 - 11-24-21	I 202112062544	11/29/2021	36.15	
			101379923: 10-26-21 - 11-24-21	001-201-684	36.15		
01-21506	ENTERGY	172838	114576762: 10-22-21 - 11-24-21	I 202112062545	11/29/2021	70.06	
			114576762: 10-22-21 - 11-24-21	001-201-684	70.06		
01-21506	ENTERGY	172839	119515120: 10-23-21 - 11-22-21	I 202112062546	11/29/2021	52.29	
			119515120: 10-23-21 - 11-22-21	001-340-630	52.29		
01-21506	ENTERGY	172840	123468100: 10-26-21 - 11-24-21	I 202112062547	11/29/2021	22.70	
			123468100: 10-26-21 - 11-24-21	001-201-684	22.70		
01-21506	ENTERGY	172841	123468233: 10-26-21 - 11-24-21	I 202112062548	11/29/2021	22.19	
			123468233: 10-26-21 - 11-24-21	001-201-684	22.19		
01-21506	ENTERGY	172842	123468522: 10-26-21 - 11-24-21	I 202112062549	11/29/2021	23.74	
			123468522: 10-26-21 - 11-24-21	001-201-684	23.74		

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	INVOICE DATE	AMOUNT
01-21506	ENTERGY	172843	125164566: 10-25-21 - 11-24-21 I	202112062550	11/29/2021	81.45
			125164566: 10-25-21 - 11-24-21	001-201-684	81.45	
01-21506	ENTERGY	172844	125336933: 10-25-21 - 11-24-21 I	202112062551	11/29/2021	31.36
			125336933: 10-25-21 - 11-24-21	001-201-684	31.36	
01-21506	ENTERGY	172845	125345488: 10-26-21 - 11-24-21 I	202112062552	11/29/2021	49.34
			125345488: 10-26-21 - 11-24-21	001-201-684	49.34	
01-21506	ENTERGY	172846	125345504: 10-22-21 - 11-24-21 I	202112062553	11/29/2021	48.18
			125345504: 10-22-21 - 11-24-21	001-201-684	48.18	
01-21506	ENTERGY	172847	148884364: 10-23-21 - 11-21-21 I	202112062554	11/29/2021	1,723.80
			148884364: 10-23-21 - 11-21-21	001-201-684	1,723.80	
01-21506	ENTERGY	172848	154178826: 10-26-21 - 11-24-21 I	202112062555	11/29/2021	77.42
			154178826: 10-26-21 - 11-24-21	001-201-684	77.42	
01-21506	ENTERGY	172849	15484330: 10-26-21 - 11-24-21 I	202112062556	11/29/2021	4,383.10
			15484330: 10-26-21 - 11-24-21	001-100-630	4,383.10	
01-21506	ENTERGY	172850	169707072: 10-26-21 - 11-24-21 I	202112062557	11/29/2021	4,225.99
			169707072: 10-26-21 - 11-24-21	001-092-630	4,225.99	
01-21506	ENTERGY	172851	17002775: 10-26-21 - 11-24-21 I	202112062558	11/29/2021	36.96
			17002775: 10-26-21 - 11-24-21	400-650-630	36.96	
01-21506	ENTERGY	172852	170074470: 10-26-21 - 11-24-21 I	202112062559	11/29/2021	454.75
			170074470: 10-26-21 - 11-24-21	001-201-684	454.75	
01-21506	ENTERGY	172853	170074520: 10-26-21 - 11-24-21 I	202112062560	11/29/2021	73.70
			170074520: 10-26-21 - 11-24-21	001-201-684	73.70	
01-21506	ENTERGY	172854	17717240: 10-25-21 - 11-24-21 I	202112062561	11/29/2021	270.90
			17717240: 10-25-21 - 11-24-21	001-201-630	270.90	
01-21506	ENTERGY	172855	17853490: 10-26-21 - 11-24-21 I	202112062562	11/29/2021	1,560.30
			17853490: 10-26-21 - 11-24-21	001-340-630	1,560.30	
01-21506	ENTERGY	172856	47143144: 10-26-21 - 11-24-21 I	202112062563	11/29/2021	35.77
			47143144: 10-26-21 - 11-24-21	400-650-630	35.77	
01-21506	ENTERGY	172857	47143193: 10-26-21 - 11-24-21 I	202112062564	11/29/2021	21.65
			47143193: 10-26-21 - 11-24-21	400-650-630	21.65	
01-21506	ENTERGY	172858	64589617: 10-26-21 - 11-24-21 I	202112062565	11/29/2021	13.76
			64589617: 10-26-21 - 11-24-21	001-340-630	13.76	
01-21506	ENTERGY	172859	64589682: 10-26-21 - 11-24-21 I	202112062566	11/29/2021	7.56
			64589682: 10-26-21 - 11-24-21	001-340-630	7.56	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	INVOICE DATE	AMOUNT
01-21506	ENTERGY	172860	69877777: 10-22-21 - 11-24-21 I	202112062567	11/29/2021	7.65
			69877777: 10-22-21 - 11-24-21	001-340-630	7.65	
01-21506	ENTERGY	172861	69877793: 10-26-21 - 11-24-21 I	202112062568	11/29/2021	8.08
			69877793: 10-26-21 - 11-24-21	001-340-630	8.08	
01-21506	ENTERGY	172862	69877819: 10-22-21 - 11-24-21 I	202112062569	11/29/2021	7.56
			69877819: 10-22-21 - 11-24-21	001-340-630	7.56	
01-21506	ENTERGY	172863	74592593: 10-26-21 - 11-24-21 I	202112062570	11/29/2021	131.65
			74592593: 10-26-21 - 11-24-21	001-201-630	131.65	
01-21506	ENTERGY	172864	74592635: 10-25-21 - 11-24-21 I	202112062571	11/29/2021	143.17
			74592635: 10-25-21 - 11-24-21	400-650-630	143.17	
01-21506	ENTERGY	172865	75485649: 10-23-21 - 11-22-21 I	202112062572	11/29/2021	11.31
			75485649: 10-23-21 - 11-22-21	001-201-684	11.31	
01-21506	ENTERGY	172866	78293693: 10-26-21 - 11-24-21 I	202112062573	11/29/2021	43.25
			78293693: 10-26-21 - 11-24-21	001-201-684	43.25	
01-21506	ENTERGY	172867	86654423: 10-26-21 - 11-24-21 I	202112062574	11/29/2021	22.70
			86654423: 10-26-21 - 11-24-21	400-650-630	22.70	
01-21506	ENTERGY	172868	100962695: 10-27-21 - 11-26-21 I	202112072584	11/30/2021	7.56
			100962695: 10-27-21 - 11-26-21	400-650-630	7.56	
01-21506	ENTERGY	172869	132314451: 10-26-21 - 11-26-21 I	202112072585	11/30/2021	1,824.84
			132314451: 10-26-21 - 11-26-21	400-650-630	1,824.84	
01-21506	ENTERGY	172870	170073621: 10-26-21 - 11-26-21 I	202112072586	11/30/2021	183.20
			170073621: 10-26-21 - 11-26-21	001-201-684	183.20	
01-21506	ENTERGY	172871	170074512: 10-27-21 - 11-26-21 I	202112072587	11/30/2021	61.41
			170074512: 10-27-21 - 11-26-21	001-201-684	61.41	
01-21506	ENTERGY	172872	51277291: 10-27-21 - 11-26-21 I	202112072588	11/30/2021	555.46
			51277291: 10-27-21 - 11-26-21	001-160-630	555.46	
01-21506	ENTERGY	172873	86018090: 10-26-21 - 11-26-21 I	202112072589	11/30/2021	3,662.54
			86018090: 10-26-21 - 11-26-21	400-650-630	3,662.54	
01-21506	ENTERGY	172874	86296498: 10-26-21 - 11-26-21 I	202112072590	11/30/2021	18.99
			86296498: 10-26-21 - 11-26-21	400-650-630	18.99	
01-21506	ENTERGY	172875	106735830: 10-28-21 - 11-29-21 I	202112092591	12/01/2021	23.61
			106735830: 10-28-21 - 11-29-21	001-201-684	23.61	
01-21506	ENTERGY	172876	114576796: 10-27-21 - 11-29-21 I	202112092592	12/01/2021	69.68
			114576796: 10-27-21 - 11-29-21	001-201-684	69.68	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT
01-21506	ENTERGY	172877	114576804: 10-28-21 - 11-29-21 I	202112092593	12/01/2021	52.05
			114576804: 10-28-21 - 11-29-21	001-201-684	52.05	
01-21506	ENTERGY	172878	125337436: 10-28-21 - 11-29-21 I	202112092594	12/01/2021	82.48
			125337436: 10-28-21 - 11-29-21	001-201-684	82.48	
01-21506	ENTERGY	172879	65003816: 10-28-21 - 11-29-21 I	202112092595	12/01/2021	59.98
			65003816: 10-28-21 - 11-29-21	001-201-684	59.98	
01-21506	ENTERGY	172880	67111021: 10-28-21 - 11-29-21 I	202112092596	12/01/2021	8.86
			67111021: 10-28-21 - 11-29-21	001-201-684	8.86	
01-21506	ENTERGY	172881	73076234: 10-28-21 - 11-29-21 I	202112092597	12/01/2021	57.26
			73076234: 10-28-21 - 11-29-21	001-201-684	57.26	
01-21506	ENTERGY	172882	73076317: 10-28-21 - 11-29-21 I	202112092598	12/01/2021	77.31
			73076317: 10-28-21 - 11-29-21	001-201-684	77.31	
01-21506	ENTERGY	172883	77345429: 10-28-21 - 11-29-21 I	202112092599	12/01/2021	80.14
			77345429: 10-28-21 - 11-29-21	001-201-684	80.14	
01-21506	ENTERGY	172884	97289623: 10-27-21 - 11-29-21 I	202112092600	12/01/2021	15.70
			97289623: 10-27-21 - 11-29-21	001-160-630	15.70	
01-21506	ENTERGY	172885	112618996: 10-29-21 - 11-30-21 I	202112092604	12/02/2021	73.43
			112618996: 10-29-21 - 11-30-21	001-201-684	73.43	
01-21506	ENTERGY	172886	112619010: 10-29-21 - 11-30-21 I	202112092605	12/02/2021	86.50
			112619010: 10-29-21 - 11-30-21	001-201-684	86.50	
01-21506	ENTERGY	172887	114576788: 10-29-21 - 11-30-21 I	202112092606	12/02/2021	51.15
			114576788: 10-29-21 - 11-30-21	001-201-684	51.15	
01-21506	ENTERGY	172888	114576812: 10-29-21 - 11-30-21 I	202112092607	12/02/2021	64.11
			114576812: 10-29-21 - 11-30-21	001-201-684	64.11	
01-21506	ENTERGY	172889	125333369: 10-29-21 - 11-30-21 I	202112092608	12/02/2021	23.08
			125333369: 10-29-21 - 11-30-21	001-201-684	23.08	
01-21506	ENTERGY	172890	125337220: 10-29-21 - 11-30-21 I	202112092609	12/02/2021	87.55
			125337220: 10-29-21 - 11-30-21	001-201-684	87.55	
01-21506	ENTERGY	172891	165860172: 10-29-21 - 11-30-21 I	202112092610	12/02/2021	11.45
			165860172: 10-29-21 - 11-30-21	001-100-630	11.45	
01-21506	ENTERGY	172892	168311660: 10-29-21 - 11-30-21 I	202112092611	12/02/2021	23.23
			168311660: 10-29-21 - 11-30-21	400-650-630	23.23	
01-21506	ENTERGY	172893	97880801: 10-29-21 - 11-30-21 I	202112092612	12/02/2021	57.91
			97880801: 10-29-21 - 11-30-21	001-201-684	57.91	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	INVOICE DATE	AMOUNT
01-21506	ENTERGY	172894	112618988: 11-01-21 - 12-01-21	I 202112092613	12/03/2021	76.64
			112618988: 11-01-21 - 12-01-21	001-201-684	76.64	
01-21506	ENTERGY	172895	157107822: 11-01-21 - 12-01-21	I 202112092614	12/03/2021	89.98
			157107822: 11-01-21 - 12-01-21	001-201-684	89.98	
01-21506	ENTERGY	172896	170074496: 11-01-21 - 12-01-21	I 202112092615	12/03/2021	116.12
			170074496: 11-01-21 - 12-01-21	001-201-684	116.12	
01-21506	ENTERGY	172897	172163651: 11-01-21 - 12-01-21	I 202112092616	12/03/2021	160.53
			172163651: 11-01-21 - 12-01-21	001-340-630	160.53	
01-21506	ENTERGY	172898	18014480: 11-01-21 - 12-01-21	I 202112092617	12/03/2021	36.13
			18014480: 11-01-21 - 12-01-21	001-340-630	36.13	
01-21506	ENTERGY	172899	19579978: 11-01-21 - 12-01-21	I 202112092618	12/03/2021	9.11
			19579978: 11-01-21 - 12-01-21	001-340-630	9.11	
01-21506	ENTERGY	172900	67890202: 11-01-21 - 12-01-21	I 202112092619	12/03/2021	101.24
			67890202: 11-01-21 - 12-01-21	001-201-684	101.24	
01-21506	ENTERGY	172901	77233922: 11-01-21 - 12-01-21	I 202112092620	12/03/2021	7.56
			77233922: 11-01-21 - 12-01-21	001-201-630	7.56	
01-21506	ENTERGY	172902	95283941: 11-01-21 - 12-01-21	I 202112092621	12/03/2021	83.78
			95283941: 11-01-21 - 12-01-21	001-201-684	83.78	
01-21506	ENTERGY	172903	64563828: 10-29-21 - 11-30-21	I 202112162657	12/06/2021	56.34
			64563828: 10-29-21 - 11-30-21	001-201-684	56.34	
01-21506	ENTERGY	172904	68325224: 10-26-21 - 11-24-21	I 202112162658	12/06/2021	7.56
			68325224: 10-26-21 - 11-24-21	001-201-684	7.56	
01-21506	ENTERGY	172905	125333385: 10-27-21 - 11-26-21	I 202112162659	12/07/2021	7.56
			125333385: 10-27-21 - 11-26-21	001-201-684	7.56	
01-21506	ENTERGY	172906	125333245: 10-27-21 - 11-26-21	I 202112162660	12/08/2021	22.57
			125333245: 10-27-21 - 11-26-21	001-201-684	22.57	
01-21506	ENTERGY	172907	111753950: 11-04-21 - 12-03-21	I 202112162661	12/09/2021	292.94
			111753950: 11-04-21 - 12-03-21	001-201-684	292.94	
01-04134	FBI NATIONAL ACADEMY ASSO	172908	FBINAA ST. & NAT. DUES	I 202112142625	12/13/2021	320.00
			SESSION ACTIVITY FEE	001-100-681	185.00	
			2021 DOMESTIC DUES	001-100-681	135.00	
01-23750	FORESTRY SUPPLIERS INC	172909	FD - FOAM ST1	I 145686-00	11/24/2021	845.01
			FOAM	001-160-540	737.50	
			SHIPPING	001-160-540	107.51	
01-24500	FUELMAN OF MS-#127779	172910	127779; 11-29-21 - 12-05-21	I NP61213671	12/06/2021	50.83

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	DATE	AMOUNT	
01-24500	FUELMAN OF MS-#127779	172910	127779; 11-29-21 - 12-05-21	I NP61213671	12/06/2021	50.83	CONT
			127779; 11-29-21 - 12-05-21	001-092-525	50.83		
01-01867	FUELMAN OF MS-#127780	172911	127780; 11-29-21 - 12-05-21	I NP61213672	12/06/2021	2,175.71	
			127780; 11-29-21 - 12-05-21	001-201-525	1,156.88		
			127780; 11-29-21 - 12-05-21	400-650-525	861.50		
			127780; 11-29-21 - 12-05-21	404-650-525	157.33		
01-01868	FUELMAN OF MS-#127781	172912	127781; 11-29-21 - 12-05-21	I NP61213673	12/06/2021	456.62	
			127781; 11-29-21 - 12-05-21	001-160-525	456.62		
01-01868	FUELMAN OF MS-#127781	172913	127781; 12-06-21 - 12-12-21	I NP61250725	12/13/2021	374.23	
			127781; 12-06-21 - 12-12-21	001-160-525	374.23		
01-01869	FUELMAN OF MS-#127782	172914	127782; 11-29-21 - 12-05-21	I NP61213674	12/06/2021	216.31	
			127782; 11-29-21 - 12-05-21	001-180-525	216.31		
01-01870	FUELMAN OF MS-#127783	172915	127783; 11-29-21 - 12-05-21	I NP61213675	12/06/2021	3,844.03	
			127783; 11-29-21 - 12-05-21	001-100-525	3,844.03		
01-01870	FUELMAN OF MS-#127783	172916	127783; 12-06-21 - 12-12-21	I NP61250727	12/13/2021	3,673.51	
			127783; 12-06-21 - 12-12-21	001-100-525	3,673.51		
01-01871	FUELMAN OF MS-#127785	172917	127785; 11-29-21 - 12-05-21	I NP61213676	12/06/2021	92.49	
			127785; 11-29-21 - 12-05-21	001-340-525	92.49		
01-01871	FUELMAN OF MS-#127785	172918	127785; 12-06-21 - 12-12-21	I NP61250728	12/13/2021	53.97	
			127785; 12-06-21 - 12-12-21	001-340-525	53.97		
01-00565	GEORGE'S DOOR SERVICE INC	172919	FD - BAY DOOR ST. 1	I 047673	11/29/2021	168.00	
			REPAIR BAY DOOR	001-160-637	168.00		
01-00218	GIESSNER, BERNIE	172920	DECEMBER 9, 2021 MEETING	I 120921	12/09/2021	50.00	
			DECEMBER 9, 2021 MEETING	001-180-611	50.00		
01-26200	GRAINGER, W W INC	172921	ALUMINUM CURB RAMP	C 9137554961	12/02/2021	38.61CR	
			492A80 BULB CREDIT	400-650-540	38.61CR		
01-26200	GRAINGER, W W INC	172922	ALUMINUM CURB RAMP	C 9137554979	12/02/2021	3.51CR	
			492Z80 BULB CREDIT	400-650-540	3.51CR		
01-26200	GRAINGER, W W INC	172923	ALUMINUM CURB RAMP	I 9125075946	11/18/2021	59.48	
			33VM52 RUB. BOOT 14	001-201-540	59.48		
01-26200	GRAINGER, W W INC	172924	ALUMINUM CURB RAMP	I 9125075953	11/18/2021	82.76	
			Q8455 ALUM. RAMP	400-650-540	67.30		
			5WTN5 TARP	400-650-540	15.46		
01-26200	GRAINGER, W W INC	172925	ALUMINUM CURB RAMP	I 9126246975	11/19/2021	16.89	
			2V294 HEAT LAMP 130V	400-650-540	16.89		
01-26200	GRAINGER, W W INC	172926	ALUMINUM CURB RAMP	I 9126246983	11/19/2021	16.89	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	DATE	AMOUNT	
01-26200	GRAINGER, W W INC	172926	ALUMINUM CURB RAMP	I 9126246983	11/19/2021	16.89	CONT
			2V294 HEAT LAMP 130V	400-650-540	16.89		
01-26200	GRAINGER, W W INC	172927	ALUMINUM CURB RAMP	I 9126519702	11/19/2021	357.54	
			2P550 SUMP PUMP	400-650-635	357.54		
01-26200	GRAINGER, W W INC	172928	ALUMINUM CURB RAMP	I 9126783357	11/19/2021	189.12	
			492Z80 FLOOD LAMP	400-650-540	42.12		
			56GK96 HALOGEN BULB	400-650-540	47.76		
			4V673 HEAT LAMP	400-650-540	99.24		
01-26200	GRAINGER, W W INC	172929	ALUMINUM CURB RAMP	I 9126783365	11/19/2021	16.89	
			2V294 HEAT LAMP 130V	400-650-540	16.89		
01-26200	GRAINGER, W W INC	172930	ALUMINUM CURB RAMP	I 9132271074	11/26/2021	12.04	
			2MEL2 CAPACITOR	001-201-635	12.04		
01-01248	GRAYBAR ELECTRIC COMPANY	172931	ELECTRICAL SUPPLIES	I 9324553126	12/01/2021	82.67	
			LED T STEM MOUNT	001-201-635	24.47		
			WP BOX	001-201-635	11.35		
			20A PLUG GFR	001-201-635	25.60		
			3/4 TERMINAL ADAPTER	001-201-635	0.42		
			3/4X1/2 RED BUSHING	001-201-635	2.06		
			3/4X12 NIPPLE	001-201-635	9.51		
			BLNK BOX WP	001-201-635	1.36		
			GFI DEVICE	001-201-635	7.90		
01-05380	GREEN OAK GARDEN CENTER L	172932	PD DECEMBER MAINT	I 1184910	11/23/2021	167.50	
			DECEMBER 2021 FEE	001-100-604	167.50		
01-05881	GUARDIAN ALLIANCE TECHNOL	172933	NOVEMBER B/G CHECKS	I 6578	11/30/2021	100.00	
			NOVEMBER B/G CHECKS	001-100-604	100.00		
01-01201	HAMMETT, POLLY	172934	DECEMBER 6, 2021 MEETING	I 120621	12/06/2021	50.00	
			DECEMBER 6, 2021 MEETING	001-550-599	50.00		
01-27765	HARCROS CHEMICALS INC	172935	150LB CHLORINE	I 770120845	12/10/2021	2,352.00	
			150LB CHLORINE	400-650-575	2,352.00		
01-27765	HARCROS CHEMICALS INC	172936	ONE TON CHLORINE	I 770120859	12/10/2021	1,600.00	
			ONE TON CHLORINE	400-650-575	1,600.00		
01-29250	HEDERMAN BROTHERS	172937	2021 WINTER MAGAZINE	I 55761	11/30/2021	11,114.71	
			MAGAZINE POSTAGE	001-093-606	1,903.71		
			2021 WINTER MAGAZINE	001-093-620	9,211.00		
01-29350	HEMPHILL CONSTRUCTION INC	172938	RICE ROAD EXT PROJECT	I 7E	11/15/2021	237,050.85	
			RICE ROAD EXT PROJECT	390-601-750	237,050.85		
01-29350	HEMPHILL CONSTRUCTION INC	172939	RICE ROAD EXT PROJECT	I 8B	12/14/2021	281,128.90	
			RICE ROAD EXT PROJECT	390-601-750	281,128.90		

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	INVOICE DATE	AMOUNT
01-04925	HERITAGE-CRYSTAL CLEAN LL	172940	WASTE OIL PICKUP	I 17134128	12/03/2021	135.00
			WASTE OIL PICKUP	001-201-604	135.00	
01-02680	HIGHLAND BUILDING SERVICE	172941	JANITORIAL SERVICES	I 4260	12/01/2021	640.00
			JANITORIAL SERVICES	001-340-637	640.00	
01-06136	THE HIVE AGENCY LLC	172942	MARKETING CONSULTATION	I RRP001-B	12/03/2021	1,787.50
			MARKETING CONSULTATION	001-340-650	1,787.50	
01-30599	HOLMES COMM COLLEGE	172943	FD - EMT TRAINING	I 101S	12/07/2021	552.00
			EMT FEE- HICKEY	001-160-681	184.00	
			EMT FEE- HILLIARD	001-160-681	184.00	
			EMT FEE- WARRICK	001-160-681	184.00	
01-01132	HOME DEPOT CREDIT SERVICE	172944	A/C AIR FILTERS	I 5033964	12/03/2021	22.79
			YELLOW PAINT PEN	001-100-540	4.97	
			HASP W/KEYLOCK	001-100-540	17.82	
01-01132	HOME DEPOT CREDIT SERVICE	172945	A/C AIR FILTERS	I 6041494	12/02/2021	4.45
			HVAC FILTER MATERIAL	001-100-637	4.45	
01-01132	HOME DEPOT CREDIT SERVICE	172946	M12 2-PK BATTERY	I 8033891	11/30/2021	99.00
			M12 2-PK BATTERY	001-201-540	99.00	
01-31600	HYDRAULIC SERVICE & SUPPL	172947	REPAIR PUMP & JACK	I 126998	11/04/2021	170.00
			COILS	400-650-635	150.00	
			FREIGHT	400-650-635	20.00	
01-31600	HYDRAULIC SERVICE & SUPPL	172948	REPAIR PUMP & JACK	I 127075	11/10/2021	375.71
			REPAIR JACK	400-650-635	375.71	
01-00905	INTERSTATE ALL BATTERY CE	172949	RADIO BATTERIES	I 02045168	12/01/2021	211.96
			RADIO BATTERIES	400-650-540	211.96	
01-00905	INTERSTATE ALL BATTERY CE	172950	FD - BATTERY ST. 4	I 02045183	12/03/2021	148.90
			8V BATTERY	001-160-632	38.95	
			1-8V-VHD INTERSTATE	001-160-632	109.95	
01-32675	INTERSTATE BATTERY SYSTEM	172951	SRM-24 BATTERY	I 706757	12/13/2021	93.95
			SRM-24 BATTERY	001-201-635	93.95	
01-04057	ITSAVVY	172952	CONF CAMERA & MOUNT	I 01313603	12/10/2021	769.13
			CAMERA	001-201-540	705.14	
			CAMERA MOUNT	001-201-540	63.99	
01-33800	JACKSON PAPER COMPANY	172953	FD- PAPER TOWELS ST. 1	I 1264184	11/22/2021	53.76
			KITCHEN PAPER TOWELS	001-160-510	53.76	
01-04595	JACKSON, CLAIRE	172954	DECEMBER 6, 2021 MEETING	I 120621	12/06/2021	50.00
			DECEMBER 6, 2021 MEETING	001-550-599	50.00	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	DATE	AMOUNT
01-04490	JONES & BARTLETT LEARNING	172955	FD - ONLINE TRAINING	I 399427	11/22/2021	837.27
			NVA FIRE OFC ENHANCE	001-160-681	320.85	
			NVAD EMER CARE & TRA	001-160-681	391.90	
			NVA FUND FIRE FIGHT	001-160-681	359.85	
			SHIPPING	001-160-681	32.82	
			DISCOUNT	001-160-681	268.15CR	
01-06007	THERESA KENNEDY	172956	DECEMBER 9, 2021 MEETING	I 120921	12/09/2021	50.00
			DECEMBER 9, 2021 MEETING	001-180-611	50.00	
01-04901	LARD OIL COMPANY OF MISSI	172957	STOCK MOTOR OIL	I 1130690-IN	11/19/2021	2,478.79
			BULK OIL 5W20	001-100-525	2,452.84	
			ENVIRONMENT FEE	001-100-525	9.95	
			LUBE OIL FEE	001-100-525	16.00	
01-38275	LEWIS ELECTRIC INC	172958	HARBOR DR,CENTRE ST LOOPS	I M2021.147	12/03/2021	5,984.00
			LOOP ASSEMBLY	001-201-603	5,984.00	
01-03299	LEXISNEXIS RISK DATA MANA	172959	NOVEMBER 2021 FEES	I 1191070-20211130	11/30/2021	751.47
			NOVEMBER 2021 FEES	001-100-604	729.58	
			NOVEMBER 2021 RATE INCREA	001-100-604	21.89	
01-02031	LOWE'S BUSINESS ACCOUNT	172960	FIXTURE AND BULBS	I 01900	12/02/2021	58.57
			1/2" GALV. BUSHING	001-201-540	3.48	
			DISCOUNT	001-201-540	0.24CR	
			1/2" X CLOSE NIPPLE	001-201-540	4.76	
			DISCOUNT	001-201-540	0.34CR	
			LAMPHLDR HEAD	001-201-540	3.78	
			DISCOUNT	001-201-540	0.26CR	
			150W BULB	001-201-540	17.98	
			DISCOUNT	001-201-540	1.26CR	
			120W BULB 6/1	400-650-540	32.98	
			DISCOUNT	400-650-540	2.31CR	
01-02031	LOWE'S BUSINESS ACCOUNT	172961	FD - CHRISTMAS DECOR ST2	I 10842	11/30/2021	197.36
			RIBBON SPOOL	001-160-540	19.96	
			WREATH	001-160-540	99.00	
			RED BOW	001-160-540	20.94	
			RE/SILVER ORNAMENT	001-160-540	24.98	
			WHITE DUCT TAPE	001-160-540	7.58	
			DISCOUNT	001-160-540	14.86CR	
			DESIGN CORD	001-160-540	39.76	
01-39220	M & B CONCESSIONS	172962	POPCORN MACHINE	I 22540	12/03/2021	94.95
			EQUIPMENT RENTAL	001-340-650	50.00	
			MEGA POP	001-340-650	36.95	
			POPCORN BAGS	001-340-650	8.00	
01-39300	M A G P P A	172963	MEMBERSHIP DUES	I 1638367462622	12/01/2021	35.00
			RENEWAL DUES	001-040-686	35.00	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	DATE	AMOUNT
01-39300	M A G P P A	172964	MEMBERSHIP DUES	I 1638369988174	12/01/2021	35.00
			RENEWAL DUES PW	400-650-686	35.00	
01-39300	M A G P P A	172965	MEMBERSHIP DUES	I 1638376983703	12/01/2021	175.00
			RENEWAL DUES	001-040-686	35.00	
			RENEWAL DUES THOMAS	001-180-686	35.00	
			NEW MEMBER LC	001-340-686	35.00	
			RENEWAL DUES PW	400-650-686	70.00	
01-39560	M D O T	172966	MISS DEV BANK SPEC OBLIG BONDS	I 202112162665	11/01/2021	482,827.43
			MISS DEV BANK SPEC OBLIG BONDS	200-450-813	332,300.00	
			MISS DEV BANK SPEC OBLIG BONDS	200-450-814	45,905.00	
			MISS DEV BANK SPEC OBLIG BONDS	200-450-815	104,622.43	
01-40225	M W P C O A	172967	MEMBERSHIP RENEWAL	I 202112142626	12/13/2021	150.00
			MEMBERSHIP RENEWAL	400-650-686	150.00	
01-02372	MAC'S FRESH MARKET	172968	PW CWC MEALS NOV.	I 202112062575	11/30/2021	329.81
			PLATE LUNCHES	001-201-540	329.81	
01-02372	MAC'S FRESH MARKET	172969	RPD CWC MEALS NOV 2021	I 202112092603	12/08/2021	162.11
			CWC MEALS NOVEMBER 2021	001-100-540	162.11	
01-41200	MADISON COUNTY TAX COLLEC	172970	072I-32A-012/04 054227	I 202112162662	12/16/2021	1,123.72
			072I-32A-012/04 054227	001-550-760	1,123.72	
01-41200	MADISON COUNTY TAX COLLEC	172971	072I-32A-012/05 054228	I 202112162663	12/16/2021	490.09
			072I-32A-012/05 054228	001-550-760	490.09	
01-41200	MADISON COUNTY TAX COLLEC	172972	072I-32A-012/06 054229	I 202112162664	12/16/2021	887.30
			072I-32A-012/06 054229	001-550-760	887.30	
01-03554	MADISON SOUTH RUBBISH LAN	172973	LANDFILL CHARGES	I 15669	11/30/2021	1,008.00
			12 CUBIC YARDS	001-201-683	936.00	
			HOST FEE	001-201-683	36.00	
			ENVIROMENTAL FEE	001-201-683	36.00	
01-03554	MADISON SOUTH RUBBISH LAN	172974	LANDFILL CHARGES	I 15689	12/10/2021	252.00
			12 CUBIC YARDS	001-201-683	234.00	
			HOST FEE	001-201-683	9.00	
			ENVIROMENTAL FEE	001-201-683	9.00	
01-06130	MAGICALLY PERFECT	172975	CHARACTERS	I 0325	12/01/2021	400.00
			CHARACTERS	001-340-650	400.00	
01-03880	MALONE, DOUGLAS	172976	DECEMBER 9, 2021 MEETING	I 120921	12/09/2021	50.00
			DECEMBER 9, 2021 MEETING	001-180-611	50.00	
01-42882	MCGRAW GOTTA-GO	172977	PORTALETS	I 54654E	12/02/2021	400.00
			PORTAJOHN	001-340-650	250.00	
			HAND SANITIZER STATI	001-340-650	50.00	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	DATE	AMOUNT	CONT
01-42882	MCGRAW GOTTA-GO	172977	PORTALETS	I 54654E	12/02/2021	400.00	
			DELIVERY FEE	001-340-650	50.00		
			PICKUP	001-340-650	50.00		
01-42882	MCGRAW GOTTA-GO	172978	PORTALETS	I 54657E	12/03/2021	275.00	
			PORTALET	001-340-650	125.00		
			HAND SANITIZER	001-340-650	50.00		
			DELIVERY	001-340-650	50.00		
			PICK UP	001-340-650	50.00		
01-42885	MCGRAW RENTAL AND SUPPLY	172979	BUCKET TRUCK RENTAL	I 506623.1.2	10/07/2021	159.50	
			GR20DC W/GATED EXTEN	001-340-637	65.00		
			TRAILER 14' HYD	001-340-637	60.00		
			RENTAL PROTECTION	001-340-637	31.25		
			ENVIRONMENTAL FEE	001-340-637	3.25		
01-42885	MCGRAW RENTAL AND SUPPLY	172980	PROPANE	I 510197.1.1	12/13/2021	46.09	
			PROPANE	001-201-525	46.09		
01-42975	MEL LUNA SAW COMPANY	172981	PSTZ260S POLE SAW	I 92799	11/30/2021	519.99	
			PSTZ260S POLE SAW	001-201-540	519.99		
01-42975	MEL LUNA SAW COMPANY	172982	RECOIL ASSEMBLY	I 92800	11/30/2021	115.39	
			RECOIL ASSY.	001-201-635	115.39		
01-02605	MILLER, LARRY A	172983	DECEMBER 9, 2021 MEETING	I 120921	12/09/2021	50.00	
			DECEMBER 9, 2021 MEETING	001-180-611	50.00		
01-04591	MISS DEPARTMENT OF PUBLIC	172984	NOVEMBER 2021	I 202112152630	12/09/2021	1,755.15	
			NOVEMBER 2021	001-000-118	1,755.15		
01-46000	MISS FIRE CHIEF'S ASSOCIA	172985	FD - ANNUAL DUES ST1	I 202112062578	12/02/2021	45.00	
			DUES- STEVE WILSON	001-160-686	45.00		
01-46000	MISS FIRE CHIEF'S ASSOCIA	172986	FD - ANNUAL DUES ST1	I 202112062579	11/30/2021	45.00	
			DUES- KIPP ELDRIDGE	001-160-686	45.00		
01-46000	MISS FIRE CHIEF'S ASSOCIA	172987	FD - ANNUAL DUES ST1	I 202112062580	12/01/2021	45.00	
			DUES- TROY BERGERON	001-160-686	45.00		
01-00953	MISS INDUSTRIES FOR THE B	172988	BLUE FOLDERS	I 0052216-IN	12/07/2021	568.00	
			BLUE FOLDERS	001-100-500	568.00		
01-00953	MISS INDUSTRIES FOR THE B	172989	JANITOR SUPPLIES	I 0052217-IN	12/07/2021	61.64	
			DUST PAN	001-100-510	9.89		
			NYLON BROOM	001-100-510	40.16		
			MOP HANDLE	001-100-510	11.59		
01-00953	MISS INDUSTRIES FOR THE B	172990	DUKETTE BUS. CARDS	I 0052224-IN	12/08/2021	47.60	
			DUKETTE BUS. CARDS	001-100-540	47.60		
01-00953	MISS INDUSTRIES FOR THE B	172991	BUSINESS CARDS	I 0052243-IN	12/09/2021	47.60	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	DATE	AMOUNT	CONT
01-00953	MISS INDUSTRIES FOR THE B	172991	BUSINESS CARDS	I 0052243-IN	12/09/2021	47.60	
			BUSINESS CARDS	001-340-620	47.60		
01-02652	NATIONAL WORLD WAR II MUS	172992	REMAINING BALANCE	I 202112132623	11/23/2021	1,722.00	
			REMAINING BALANCE	001-340-650	1,722.00		
01-04679	NEXAIR, LLC	172993	TORCH BOTTLE RENTAL	I 0009396861	11/30/2021	71.72	
			HIGH PSI BOTTLE	400-650-540	30.36		
			LOW PSI BOTTLE	400-650-540	30.36		
			CYLINDER MAINTENANCE	400-650-540	11.00		
01-01133	O'REILLY AUTO PARTS	172994	CALIPER POT P349	I 376133	11/29/2021	86.69	
			CALIPER POT P349	001-100-632	86.69		
01-01133	O'REILLY AUTO PARTS	172995	REAR BRAKE PADS	I 376190	11/29/2021	173.89	
			REAR BRAKE PADS	400-650-632	54.25		
			BRAKE CLEANER	400-650-632	23.88		
			DE-ICER	400-650-632	95.76		
01-01133	O'REILLY AUTO PARTS	172996	REAR BRAKE PADS	I 376340	11/30/2021	95.90	
			15W-40 MOTOR OIL QT.	400-650-525	51.92		
			15W-40 MOTOR OIL GAL	400-650-525	43.98		
01-01133	O'REILLY AUTO PARTS	172997	WINDOW REGULATORS	I 376598	12/02/2021	287.43	
			WINDOW REGULATOR	001-100-632	67.80		
			WINDOW REGULATOR	001-100-632	114.59		
			WINDOW REGULATOR	001-100-632	105.04		
01-01133	O'REILLY AUTO PARTS	172998	REAR BRAKE PADS	I 376802	12/03/2021	11.46	
			TIE ROD END	001-201-635	11.46		
01-01133	O'REILLY AUTO PARTS	172999	REAR BRAKE PADS	I 377454	12/09/2021	171.09	
			REAR BRAKE PADS	001-201-635	41.19		
			DEF	001-201-635	129.90		
01-01133	O'REILLY AUTO PARTS	173000	REAR BRAKE PADS	I 377863	12/13/2021	31.99	
			TRAILER LIGHT WIRE	001-201-635	31.99		
01-53715	OFFICE PRODUCTS PLUS INC	173001	RUBBER BANDS	I 961937-0	11/30/2021	33.78	
			RUBBER BANDS	001-180-540	19.10		
			RUBBER BANDS	001-180-540	14.68		
01-53715	OFFICE PRODUCTS PLUS INC	173002	NOTE PADS	I 963385-0	12/03/2021	20.08	
			NOTE PADS	001-180-540	20.08		
01-01440	OK AUTOPARTS	173003	P339 K MEMBER	I 272315	11/08/2021	750.00	
			P339 K MEMBER	001-100-632	750.00		
01-53900	OLD TOWN REALTY & APPRAIS	173004	608 MALLET APPRAISAL	I 202112162666	12/16/2021	775.00	
			608 MALLET APPRAISAL	315-601-604	775.00		
01-04929	ONE ADVANCED INC	173005	USQ SUPPORT	I P22275	12/02/2021	219.00	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	DATE	AMOUNT	CONT
01-04929	ONE ADVANCED INC	173005	USQ SUPPORT	I P22275	12/02/2021	219.00	
			USQ SUPPORT	001-040-635	52.00		
			USQ SUPPORT	001-040-635	167.00		
01-04346	PARKER, PHYLLIS	173006	DECEMBER 6, 2021 MEETING	I 120621	12/06/2021	50.00	
			DECEMBER 6, 2021 MEETING	001-550-599	50.00		
01-55060	PEARL RIVER VALLEY WATER	173007	90400: 10-19-21 - 11-18-21	I 202112162668	12/01/2021	59.46	
			90400: 10-19-21 - 11-18-21	001-340-630	59.46		
01-55700	PETTY CASH - POLICE	173008	10-01-21 - 12-01-21 PETTY CASH	I 202112162667	12/01/2021	146.03	
			10-01-21 - 12-01-21 PETTY CASH	001-100-525	65.78		
			10-01-21 - 12-01-21 PETTY CASH	001-100-540	80.25		
01-03279	PNC EQUIPMENT FINANCE	173009	COMMERCIAL LEASE EQUIPMENT	I 1304904	12/02/2021	5,624.73	
			COMMERCIAL LEASE EQUIPMENT	001-340-604	5,624.73		
01-05241	POINT EMBLEMS	173010	CHALLENGE COINS	I 12312	11/12/2021	1,775.00	
			CHALLENGE COINS	001-100-650	1,725.00		
			SHIPPING	001-100-650	50.00		
01-57350	PRASSEL LUMBER COMPANY IN	173011	CONCRETE	I 996517	12/10/2021	223.02	
			CONCRETE	001-201-575	223.02		
01-00776	PRECISION TECH, INC	173012	TIME CLOCK WARRANTY	I 5990	11/16/2021	1,300.00	
			SOFTWARE WARRANTY	001-201-635	550.00		
			TIME CLOCK WARRANTY	400-650-635	750.00		
01-58550	QUALITY CHEMICAL & SUPPLY	173013	CLEANING SUPPLIES	I 194382	8/10/2021	222.92	
			CLEANING SUPPLIES	001-100-637	222.92		
01-58975	R O C I C	173014	ROCIC SPRING CONF.	I 101427	12/03/2021	150.00	
			ROCIC SPRING CONF.	001-100-681	150.00		
01-06132	KENYA RACHAL	173015	DECEMBER 6, 2021 MEETING	I 120621	12/06/2021	50.00	
			DECEMBER 6, 2021 MEETING	001-550-599	50.00		
01-05276	RICE, JUDY	173016	DECEMBER 9, 2021 MEETING	I 120921	12/09/2021	50.00	
			DECEMBER 9, 2021 MEETING	001-180-611	50.00		
01-04325	RICHARDSON, JAN M.	173017	DECEMBER 6, 2021 MEETING	I 120621	12/06/2021	50.00	
			DECEMBER 6, 2021 MEETING	001-550-599	50.00		
01-06141	RINGSIDE-CSI-FITNESS 1ST	173018	FITNESS BANDS	I 2293512	11/19/2021	76.80	
			DELUXE F.F. TUBE	001-340-540	68.85		
			SHIPPING & HANDELING	001-340-540	7.95		
01-02496	RJ YOUNG COMPANY	173019	C-JC1548: 11-11-21 - 12-10-21	I INV4543783	12/09/2021	3,811.78	
			C-JC1548: 11-11-21 - 12-10-21	001-010-635	395.98		
			C-JC1548: 11-11-21 - 12-10-21	001-020-635	30.17		
			C-JC1548: 11-11-21 - 12-10-21	001-040-635	456.93		
			C-JC1548: 11-11-21 - 12-10-21	001-080-635	30.17		

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	DATE	AMOUNT	
01-02496	RJ YOUNG COMPANY	173019	C-JC1548: 11-11-21 - 12-10-21	I INV4543783	12/09/2021	3,811.78	CONT
			C-JC1548: 11-11-21 - 12-10-21	001-100-635	1,636.11		
			C-JC1548: 11-11-21 - 12-10-21	001-160-635	436.03		
			C-JC1548: 11-11-21 - 12-10-21	001-180-635	273.69		
			C-JC1548: 11-11-21 - 12-10-21	001-340-635	42.53		
			C-JC1548: 11-11-21 - 12-10-21	400-650-635	365.44		
			C-JC1548: 11-11-21 - 12-10-21	001-201-635	144.73		
01-06137	ROGUE METHODS LLC	173020	CLOSE CONTACT TRAINING	I INV0002	12/08/2021	385.00	
			CLOSE CONTACT TRAIN	001-100-681	385.00		
01-64600	SIGNS FIRST	173021	CHRISTMAS PARADE BANNER	I 174168	12/02/2021	80.00	
			CHRISTMAS PARADE BANNER	001-340-650	80.00		
01-05488	SIMMONS LANDSCAPE LLC	173022	DECEMBER 2022 FEES	I 16-15462	12/01/2021	477.68	
			DECEMBER 2022 FEES	001-100-637	477.68		
01-00692	SMITH'S LAWN AND LANDSCAP	173023	LAWN MAINT DEC 2021	I 10886	12/14/2021	950.00	
			LAWN MAINT DEC 2021	001-201-604	950.00		
01-06155	SOUND PLUS LLC	173024	DISPATCH TV INSTALL	I 1319	12/08/2021	1,325.00	
			DISPATCH TV INSTALL	001-100-604	1,325.00		
01-03210	SOUTHERN CONNECTION POLIC	173025	FENIEX PA MIC	I 19733	11/23/2021	39.00	
			FENIEX PA MIC	001-100-632	39.00		
01-03210	SOUTHERN CONNECTION POLIC	173026	NEW HIRE-WILLIAMS	I 19736	11/23/2021	304.98	
			FLEXRS BASE SHIRT	001-100-535	59.00		
			FLEXRS PANTS-PATROL	001-100-535	138.00		
			SERVING SINCE	001-100-535	17.00		
			NAME PLATE	001-100-535	15.00		
			ORIENT POLO NAVY	001-100-535	75.98		
01-03210	SOUTHERN CONNECTION POLIC	173027	F/T BDU PANTS COYOTE	I 19737	11/23/2021	199.96	
			F/T PANTS COYOTE 32	009-101-535	99.98		
			F/T PANTS COYOTE 36	009-101-535	49.99		
			F/T PANTS COYOTE 44	009-101-535	49.99		
01-03210	SOUTHERN CONNECTION POLIC	173028	NAME PLATE REPLACEMENT	I 19760	11/30/2021	32.00	
			NAME PLATE BANEY	001-100-535	15.00		
			SERVING SINCE BANEY	001-100-535	17.00		
01-03210	SOUTHERN CONNECTION POLIC	173029	BOOTS	I 19766	12/01/2021	595.00	
			F/T BOOT SIZE 4	009-101-535	119.00		
			F/T BOOT SIZE 6	009-101-535	238.00		
			F/T BOOT SIZE 6.5	009-101-535	119.00		
			F/T BOOT SIZE 8	009-101-535	119.00		
01-03210	SOUTHERN CONNECTION POLIC	173030	FD - JACKET ST1	I 19784	12/01/2021	119.95	
			JACKET	001-160-535	119.95		
01-03210	SOUTHERN CONNECTION POLIC	173031	PATROL PANTS DANIELS	I 19787	12/01/2021	149.98	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	DATE	AMOUNT	
01-03210	SOUTHERN CONNECTION POLIC	173031	PATROL PANTS DANIELS	I 19787	12/01/2021	149.98	CONT
			PATROL PANTS DANIELS	001-100-535	149.98		
01-03210	SOUTHERN CONNECTION POLIC	173032	FD - UNIFORMS ST1	I 19796	12/01/2021	448.98	
			TATICAL PANTS	001-160-535	236.00		
			POLO SHIRTS	001-160-535	148.00		
			BELTS	001-160-535	34.99		
			NYLON BELT	001-160-535	29.99		
01-03210	SOUTHERN CONNECTION POLIC	173033	KHAKI BDU PANTS	I 19837	12/07/2021	658.88	
			F/TV2 KHAKI PANTS 32	009-101-535	149.97		
			F/TV2 KHAKI PANTS 33	009-101-535	49.99		
			F/TV2 KHAKI PANTS 34	009-101-535	49.99		
			F/TV2 KHAKI PANTS 38	009-101-535	149.97		
			F/TV2 KHAKI PANTS 40	009-101-535	99.98		
			F/TV2 KHAKI PANTS W8	009-101-535	49.99		
			F/TV2 KHAKI PANTS 36	009-101-535	49.99		
			F/TV2 PANTS KHAKI 34	009-101-535	59.00		
01-03210	SOUTHERN CONNECTION POLIC	173034	FT URBAN BOOT	I 19869	12/09/2021	4,998.00	
			FT URBAN BOOT 9	009-101-535	476.00		
			FT URBAN BOOT 9.5	009-101-535	595.00		
			FT URBAN BOOT 10	009-101-535	714.00		
			FT URBAN BOOT 10.5	009-101-535	833.00		
			FT URBAN BOOT 11	009-101-535	714.00		
			FT URBAN BOOT 11 W	009-101-535	238.00		
			FT URBAN BOOT 11.5	009-101-535	476.00		
			FT URBAN BOOT 12	009-101-535	357.00		
			FT URBAN BOOT 13	009-101-535	357.00		
			FT URBAN BOOT 14	009-101-535	238.00		
01-03210	SOUTHERN CONNECTION POLIC	173035	RYAN STACY VEST	I 19887	12/10/2021	850.00	
			RYAN STACY VEST	001-100-535	850.00		
01-04466	SOUTHERN FINANCIAL SYSTEM	173036	CMCRID4: 11-01-21 - 12-03-21	I 202112162670	12/03/2021	4,489.44	
			CMCRID4: 11-01-21 - 12-03-21	001-000-115	4,489.44		
01-03641	STAPLES BUSINESS CREDIT	173037	PLANNER, UTENSILS	I 7344843137-0-1	11/30/2021	77.18	
			PLANNER 70260X45	001-040-500	20.85		
			PLANNER 113490522	001-040-500	13.62		
			FORKS 500CT	001-092-540	21.31		
			SPOONS 500CT	001-092-540	21.40		
01-67940	STAR SERVICE INC OF JACKS	173038	BOILER VALVE	I 739974	11/12/2021	1,797.00	
			HVAC VALVE REPAIR	001-100-637	1,797.00		
01-67940	STAR SERVICE INC OF JACKS	173039	DEC 2021: TENNIS CTR	I 740029	11/25/2021	175.56	
			DEC 2021: TENNIS CTR	001-340-637	175.56		
01-67940	STAR SERVICE INC OF JACKS	173040	DEC 2021: STREET DEPT	I 740030	11/25/2021	173.89	
			DEC 2021: STREET DEPT	001-201-637	173.89		

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	DATE	AMOUNT
01-67940	STAR SERVICE INC OF JACKS	173041	DEC 2021: ST1	I 740031	11/25/2021	220.27
			DEC 2021: ST1	001-160-637	220.27	
01-67940	STAR SERVICE INC OF JACKS	173042	DEC 2021: ST2	I 740032	11/25/2021	192.39
			DEC 2021: ST2	001-160-637	192.39	
01-67940	STAR SERVICE INC OF JACKS	173043	DEC 2021: PW	I 740033	11/25/2021	144.89
			DEC 2021: PW	400-650-637	144.89	
01-67940	STAR SERVICE INC OF JACKS	173044	DEC 2021: COURT	I 740034	11/25/2021	336.45
			DEC 2021: COURT	001-010-637	336.45	
01-67940	STAR SERVICE INC OF JACKS	173045	DEC 2021: LIBRARY	I 740035	11/25/2021	286.73
			DEC 2021: LIBRARY	001-350-637	286.73	
01-67940	STAR SERVICE INC OF JACKS	173046	DEC 2021: LODGE	I 740036	11/25/2021	197.73
			DEC 2021: LODGE	001-340-637	197.73	
01-67940	STAR SERVICE INC OF JACKS	173047	DEC 2021: FRP	I 740037	11/25/2021	199.89
			DEC 2021: FRP	001-340-637	199.89	
01-67940	STAR SERVICE INC OF JACKS	173048	DEC 2021: ST3	I 740038	11/25/2021	196.56
			DEC 2021: ST3	001-160-637	196.56	
01-67940	STAR SERVICE INC OF JACKS	173049	DEC 2021: RPD	I 740039	11/25/2021	653.69
			DEC 2021: RPD	001-100-637	653.69	
01-67940	STAR SERVICE INC OF JACKS	173050	DEC 2021: ST4	I 740040	11/25/2021	341.73
			DEC 2021: ST4	001-160-637	341.73	
01-67940	STAR SERVICE INC OF JACKS	173051	DEC 2021: CITY HALL	I 740041	11/25/2021	819.00
			DEC 2021: CITY HALL	001-092-637	819.00	
01-67940	STAR SERVICE INC OF JACKS	173052	BOILER VALVE	I 740192	11/23/2021	1,792.00
			C/S COMPRESSOR REP	001-010-637	1,792.00	
01-68200	STATE TREASURER	173053	NOVEMBER 2021	I 202112152631	12/09/2021	52,410.68
			NOVEMBER 2021	001-000-107	826.15	
			NOVEMBER 2021	001-000-113	11,424.06	
			NOVEMBER 2021	001-000-114	192.49	
			NOVEMBER 2021	001-000-332	39,554.90	
			NOVEMBER 2021	001-000-116	413.08	
			NOVEMBER 2021	001-000-117	0.00	
01-00194	STATE TREASURER FUND 3371	173054	MLEOTA FEES 2019	I 90075627	1/02/2019	300.00
			SKILLS UPDATE	001-100-681	300.00	
01-00194	STATE TREASURER FUND 3371	173055	MLEOTA FEES 2019	I 90081749	7/08/2019	7,310.00
			BASIC ACADEMY	001-100-681	7,310.00	
01-68250	STATE TREASURER FUND: 337	173056	ANALYTICAL FEES: NOV 2021	I 90112458	12/03/2021	1,200.00

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	DATE	AMOUNT	CONT
01-68250	STATE TREASURER FUND: 337	173056	ANALYTICAL FEES: NOV 2021	I 90112458	12/03/2021	1,200.00	
			ANALYTICAL FEES: NOV 2021	001-100-604	1,200.00		
01-00760	STEGALL NOTARY SERVICE	173057	NOTARY RENEWAL	I 202112062581	11/30/2021	108.00	
			4YR COMMISSION	001-100-686	25.00		
			NOTARY PUBLIC BOND	001-100-686	45.00		
			STATE SEAL STAMP	001-100-686	30.00		
			SHIPPING	001-100-686	8.00		
01-00760	STEGALL NOTARY SERVICE	173058	NOTARY RENEWAL	I 202112062582	11/30/2021	120.00	
			4YR COMMISSION	001-100-686	25.00		
			NOTARY PUBLIC BOND	001-100-686	45.00		
			STATE SEAL STAMP	001-100-686	30.00		
			NOTARY RECORD BOOK	001-100-686	12.00		
			SHIPPING	001-100-686	8.00		
01-06104	STONE, MCELROY & ASSOCIAT	173059	PREEMPLOYMENT EVAL SERVICES	I 5903PA	12/01/2021	700.00	
			PREEMPLOYMENT EVAL SERVICES	001-100-604	700.00		
01-69155	SUNBELT FIRE APPARATUS IN	173060	FD - HOSE/NOZZLE ST.1	I 331599	12/06/2021	1,312.70	
			8F FORESTRY HOSE	001-160-540	848.70		
			TWISTER NOZZLE	001-160-540	404.00		
			SHIPPING	001-160-540	60.00		
01-04683	TEAMGEAR SPORTS	173061	FD - LOCKER PLATES ST. 1	I 24298	11/24/2021	45.00	
			LOCKER PLATES	001-160-535	35.00		
			SHIPPING	001-160-535	10.00		
01-70350	TEMPLE INC	173062	REGISTRATION JOHN ROSE	I INV0214529	12/09/2021	820.00	
			TES-202	001-201-681	820.00		
01-05489	TIREHUB LLC	173063	TIRES P332 - 338	I 24218572	11/30/2021	630.00	
			TIRES P332	001-100-632	625.00		
			MS TIRE FEE	001-100-632	5.00		
01-02134	TONY'S TIRE & AUTOMOTIVE	173064	P325 ENGINE INSTALL	I 7997	12/06/2021	2,595.48	
			R&R ENGINE LABOR	001-100-632	1,685.00		
			FREON CHARGE	001-100-632	19.98		
			ENGINE FLUIDS	001-100-632	85.00		
			R&R RADIATOR LABOR	001-100-632	245.00		
			R&R HEATERCORE LABOR	001-100-632	560.50		
01-04160	KC EXPRESS LLC	173065	10-20-21 - 11-10-21 SERVICES	I 29816C19538	11/30/2021	600.00	
			10-20-21 - 11-10-21 SERVICES	001-100-604	115.00		
			10-20-21 - 11-10-21 SERVICES	001-201-604	140.00		
			10-20-21 - 11-10-21 SERVICES	001-340-604	230.00		
			10-20-21 - 11-10-21 SERVICES	400-650-604	115.00		
01-04160	KC EXPRESS LLC	173066	11-23-21 SERVICES	I 30379C19538	12/07/2021	370.00	
			11-23-21 SERVICES	001-100-604	370.00		
01-72350	TRUSTMARK NATIONAL BANK	173067	ACCOUNT# 00027375005	I 86767A	12/06/2021	24,127.98	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	DATE	AMOUNT	
01-72350	TRUSTMARK NATIONAL BANK	173067	ACCOUNT# 00027375005	I 86767A	12/06/2021	24,127.98	CONT
			ACCOUNT# 00027375005	001-450-839	21,302.64		
			ACCOUNT# 00027375005	001-450-840	2,825.34		
01-05528	TYLER TECHNOLOGIES INC	173068	CONF REGISTRATION	I 1191	12/09/2021	1,099.00	
			CONF REGISTRATION	001-040-681	1,099.00		
01-05528	TYLER TECHNOLOGIES INC	173069	CONF REGISTRATION	I 1194	12/09/2021	1,099.00	
			CONF REGISTRATION	001-040-681	1,099.00		
01-05528	TYLER TECHNOLOGIES INC	173070	CONF REGISTRATION	I 1222	12/09/2021	1,099.00	
			CONF REGISTRATION	001-042-681	1,099.00		
01-00544	U.S. LAWNS OF JACKSON	173071	CUT LAKE HARBOUR EXT	I 46159	12/02/2021	892.00	
			CUT LAKE HARBOUR EXT	001-201-604	892.00		
01-03710	UNION AUTO PARTS	173072	AUTO PARTS	I 2214151-00	11/29/2021	19.44	
			OIL FILTER CHARGERS	001-100-632	19.44		
01-03710	UNION AUTO PARTS	173073	AUTO PARTS	I 2215325-00	11/30/2021	89.55	
			P332 FRONT PADS	001-100-632	89.55		
01-03710	UNION AUTO PARTS	173074	AUTO PARTS	I 2215406-00	11/30/2021	117.59	
			P334 BATTERY	001-100-632	117.59		
			IMPLIED CORE	001-100-632	11.00		
			RETURN CORE	001-100-632	11.00CR		
01-03710	UNION AUTO PARTS	173075	CAPACITOR	I 2215442-00	11/30/2021	152.14	
			CAPACITOR	001-201-635	122.14		
			FREIGHT	001-201-635	30.00		
01-03710	UNION AUTO PARTS	173076	CAPACITOR	I 2219631-00	12/06/2021	107.45	
			BATTERY	001-201-635	107.45		
			CORE	001-201-635	18.00		
			CORE RETURN	001-201-635	18.00CR		
01-03710	UNION AUTO PARTS	173077	AUTO PARTS	I 2219662-00	12/06/2021	137.28	
			CHARGER OIL FILTERS	001-100-632	103.68		
			HEMI OIL FILTERS	001-100-632	33.60		
01-03710	UNION AUTO PARTS	173078	CAPACITOR	I 2220752-00	12/07/2021	361.42	
			POWER STEERING PUMP	404-650-632	361.42		
			CORE	404-650-632	70.00		
			CORE RETURN	404-650-632	70.00CR		
01-03710	UNION AUTO PARTS	173079	AUTO PARTS	I 2223676-00	12/10/2021	30.22	
			THERMOSTAT HOUSING	001-100-632	30.22		
01-02597	VERIZON WIRELESS	173080	742166727: 10-26-21 - 11-25-21	I 9893694231	11/25/2021	280.11	
			742166727: 10-26-21 - 11-25-21	001-100-605	280.11		
01-05322	W H J T - FM	173081	CHRISTMAS 2021	I 990-00272-0000	11/30/2021	210.00	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	DATE	AMOUNT	CONT
01-05322	W H J T - FM	173081	CHRISTMAS 2021	I 990-00272-0000	11/30/2021	210.00	
			CHRISTMAS 2021	001-340-615	210.00		
01-05422	W I I N - AM	173082	CHRISTMAS 2021	I 990-00273-0000	11/30/2021	60.00	
			CHRISTMAS 2021	001-340-615	60.00		
01-01241	W J K K - FM "MIX 98.7"	173083	CHRISTMAS 2021	I 990-00274-0000	11/30/2021	360.00	
			CHRISTMAS 2021	001-340-615	360.00		
01-01269	W U S J-FM "US 96.3"	173084	CHRISTMAS 2021	I 990-00275-0000	11/30/2021	420.00	
			CHRISTMAS 2021	001-340-615	420.00		
01-01268	W Y O Y-FM "101.7...Y101"	173085	CHRISTMAS 2021	I 990-00276-0000	11/30/2021	525.00	
			CHRISTMAS 2021	001-340-615	525.00		
01-75450	WALMART	173086	EVENT SUPPLIES	I 01093	12/03/2021	59.75	
			GV 9 PNY P	001-340-650	5.88		
			TASTY MIGHT	001-340-650	6.97		
			SERVE BOWL	001-340-650	6.92		
			PC24OFF SOLO	001-340-650	4.22		
			GV COOK RED	001-340-650	14.90		
			GV COOK GRN	001-340-650	2.98		
			GV COOK WHT	001-340-650	17.88		
01-75450	WALMART	173087	CHRISTMAS AT CITY HALL	I 01340A	11/30/2021	369.40	
			SOLO CUPS	001-340-650	30.24		
			GV QUICK 42	001-340-650	10.32		
			SM MLK CHOCOLATE	001-340-650	35.00		
			GV NAP 400CT	001-340-650	4.98		
			GINGERBREAD COOKIE	001-340-650	26.94		
			COOKIE KIT	001-340-650	89.80		
			BOBS PEPPERMINT	001-340-650	10.00		
			10OZ JP MM	001-340-650	4.00		
			SANDWICH BAG	001-340-650	4.36		
			CUTLERY	001-340-650	2.82		
			DCK MX NANO	001-340-650	12.00		
			GV RED BLK S	001-340-650	1.62		
			GV RWG SPRK	001-340-650	3.47		
			COLOR DUCK	001-340-650	3.48		
			ORG DUCKTAP	001-340-650	3.97		
			GV RED SUGAR	001-340-650	4.44		
			GV RD GN SGR	001-340-650	1.97		
			GV BRITE SPRINKLE	001-340-650	3.94		
			GV GRN SUGAR	001-340-650	1.48		
			GV RD GN SGR	001-340-650	1.97		
			GV GLD SUGAR	001-340-650	2.96		
			SANITIZER	001-340-650	19.80		
			5GAL HD JUG	001-340-650	45.64		
			OZARKA WATER	001-340-650	23.52		
			NPL WATER	001-340-650	8.76		
			40 CT LG NPKN	001-340-650	11.92		

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	INVOICE DATE	AMOUNT
01-75450	WALMART	173088	FD - SUPPLIES	I 03068	12/07/2021	262.59
			TRUCK FUNNEL	001-160-540	5.77	
			FLEX FUNNEL	001-160-540	2.97	
			MULTI FUNNEL	001-160-540	2.44	
			LARGE FUNNEL	001-160-540	2.47	
			AUTO FUNNEL	001-160-540	1.24	
			EQ PAIN GEL	001-160-540	9.97	
			EQ IBUPROFEN	001-160-540	3.96	
			EQ IBUPROFEN SFTGEL	001-160-540	6.24	
			EQ ANTACID	001-160-540	16.24	
			BENADRYL	001-160-540	6.93	
			ALKA-SELTZER	001-160-540	27.72	
			HONEY LEMON HALLS	001-160-540	2.48	
			HALLS DEFENSE	001-160-540	3.48	
			HALLS	001-160-540	3.56	
			EQ SWABS	001-160-540	3.96	
			3M UTILITY HOOKS	001-160-540	8.14	
			TRUCK COVER	001-160-540	49.96	
			OIL TREATMENT	001-160-540	10.24	
			TIRE SHINE	001-160-540	35.82	
			35 GALLON PACKER	001-160-540	59.00	
01-75450	WALMART	173089	SUPPLIES	I 03203	12/07/2021	31.25
			CREAMER	001-201-540	13.89	
			COFFEE	001-201-540	13.36	
			SUGAR	001-201-540	4.00	
01-75450	WALMART	173090	CALENDARS & PLANNERS	I 03237	12/09/2021	48.49
			CALENDARS & PLANNERS	001-201-500	10.17	
			TABLE CLOTHS	001-201-540	15.84	
			PLANNERS	400-650-500	22.48	
01-75450	WALMART	173091	CALENDARS & PLANNERS	I 04704	12/03/2021	21.08
			DESK CALENDAR	001-201-500	21.08	
01-75450	WALMART	173092	FD - SUPPLIES ST1	I 04968	12/02/2021	86.70
			PLUG INS	001-160-510	9.88	
			PLUG IN REFILLS	001-160-510	9.70	
			DD CARAMEL CAKE	001-160-540	12.00	
			SUGAR CANDY	001-160-540	29.96	
			CANDY	001-160-540	19.88	
			ID CREAMER	001-160-540	5.28	
01-75450	WALMART	173093	CALENDARS & PLANNERS	I 06356A	12/07/2021	61.02
			CALENDARS & PLANNERS	001-201-500	61.02	
01-75450	WALMART	173094	CALENDARS & PLANNERS	I 07353	12/08/2021	3.96
			TABLECLOTHS	001-201-540	3.96	
01-75450	WALMART	173095	CALENDARS & PLANNERS	I 08582A	12/03/2021	56.13
			11X15 DESK CALENDAR	001-201-500	6.97	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	CONT
01-75450	WALMART	173095	CALENDARS & PLANNERS	I 08582A	12/03/2021	56.13	
			PLANNER	001-201-500	40.68		
			MWH COFFEE	001-201-540	8.48		
01-75450	WALMART	173096	SUPPLIES FOR LODGE	I 08979	12/08/2021	108.89	
			18CT LUN NAP	001-340-540	1.96		
			SOLO CUPS	001-340-540	7.56		
			30CT SM PLT	001-340-540	5.96		
			CHESS CHECKE	001-340-540	29.91		
			EM GS 3CT	001-340-540	3.18		
			7.6OZ GLUE	001-340-540	1.44		
			PG 8.5X11 DE	001-340-540	19.52		
			ASTROBRIGHT	001-340-540	8.34		
			GV WHOLE	001-340-540	2.24		
			COKE	001-340-540	2.96		
			WCM COOKIE	001-340-540	4.98		
			CHOC COOKIE	001-340-540	4.98		
			PEPPERMINT	001-340-540	5.94		
			GNGRFSTDCKIE	001-340-540	3.98		
			CH TREE BWL	001-340-540	5.94		
01-75450	WALMART	173097	CHRISTMAS LUNCHEON	I 09508	12/08/2021	80.25	
			CUPS	001-092-540	10.08		
			HOLIDAY NAPKINS	001-092-540	14.90		
			ALUMINUM FOIL	001-092-540	4.38		
			PLASTIC WRAP	001-092-540	1.97		
			SANDWICH BAGS	001-092-540	2.18		
			CUPS	001-092-540	5.98		
			PLATES	001-092-540	15.96		
			DINNER NAPKINS	001-092-540	9.90		
			HOLIDAY SM PLATES	001-092-540	14.90		
01-75750	WARING OIL CO	173098	FUEL RESUPPLY	I 102845	12/10/2021	1,452.89	
			DYED ULSD	001-340-525	795.00		
			ENVIRONMENTAL FEE	001-340-525	1.20		
			MS LOC GOV	001-340-525	3.00		
			FED OIL SPILL	001-340-525	0.64		
			LUST	001-340-525	0.30		
			LO LEAD 87	001-340-525	613.80		
			ENVIRONMENTAL FEE	001-340-525	0.88		
			MS LOC GOV	001-340-525	27.72		
			FED OIL SPILL	001-340-525	0.47		
			COMPLIANCE FEE	001-340-525	9.88		
01-75900	WASTE MANAGEMENT OF MS	173099	10-01-21 - 10-31-21 SERVICES	I 0017279-1894-6	11/02/2021	147,279.31	
			10-01-21 - 10-31-21 SERVICES	003-220-682	103,455.40		
			10-01-21 - 10-31-21 SERVICES	003-220-683	43,823.91		
01-75900	WASTE MANAGEMENT OF MS	173100	11-01-21 - 11-30-21 SERVICES	I 0017477-1894-6	12/02/2021	146,758.83	
			11-01-21 - 11-30-21 SERVICES	003-220-682	103,397.00		
			11-01-21 - 11-30-21 SERVICES	003-220-683	43,361.83		

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	DATE	AMOUNT
01-75900	WASTE MANAGEMENT OF MS	173101	11-01-21 - 11-30-21 SERVICES	I 3036796-0078-1	12/01/2021	323.72
			11-01-21 - 11-30-21 SERVICES	003-220-683	323.72	
01-05874	WATERLOGIC AMERICAS	173102	DECEMBER 2021 RENTAL	I 1067430	11/30/2021	40.00
			DECEMBER 2021 RENTAL	001-100-540	40.00	
01-04506	WELLS MARBLE & HURST PLLC	173103	2014 ZONING ORDINANCE MATTERS	I 135178	12/06/2021	2,256.00
			2014 ZONING ORDINANCE MATTERS	001-060-601	2,256.00	
01-05168	WOLF LAKE CUT FLOWER FARM	173104	FLOWERS FOR CITY HALL	I 3247	11/29/2021	669.50
			WHITE SNAPDRAGONS	001-340-575	72.00	
			PANSY WHITE BLOTCH	001-340-575	125.00	
			DELIVERY	001-340-575	60.00	
			ADDITIONAL PANSIES	001-340-575	412.50	
01-05533	JAMES SCOTT WOMACK	173105	PRE-HIRE POLYGRAPH	I 202112062583	11/24/2021	500.00
			PRE-HIRE POLYGRAPH	001-100-604	500.00	
01-77885	WORLD CLASS ATHLETIC SURF	173106	NEW PAINT MACHINES	I 58419	12/01/2021	4,900.00
			GRACO AIRLESS	001-340-730	4,900.00	
01-01645	YOUNG, SAMUEL	173107	REFEREE ASSIGNOR SERVICES	I 202112162669	12/14/2021	1,320.00
			REFEREE ASSIGNOR SERVICES	001-340-690	1,320.00	
01-06128	ZETX	173108	XETX SOFTWARE & TRAINING	I MS21.0450200	11/18/2021	3,000.00
			ZETX SOFTWARE	001-100-604	2,400.00	
			ZETX TRAINING	001-100-681	600.00	
					TOTAL =	1,884,651.85

FUND TOTALS

FUND	NAME	TOTAL
001	GENERAL FUND	336,428.15
003	SANITATION	294,361.86
005	COURT SERVICES FEE FUND	48,788.99
009	OJP GRANT	6,451.84
200	G. O. BOND FUND	482,827.43
315	2019 19.960 BOND ISSUE	775.00
355	TRAFFIC SIGNAL EQUIP IMP	227.08
374	JACKSON ST REDEVELOPMENT	66.36
390	CITY CENTER PROJECTS	518,179.75
400	PUBLIC UTILITIES FUND	195,848.74
404	EMCRS OPERATION & MAINT	696.65
	TOTALS FOR ALL FUNDS =	1,884,651.85

DEPT: ALL
PAYROLL NO#: 01
PAY PERIOD BEGINNING: 11/26/2021
PAY PERIOD ENDING: 12/09/2021

December 17, 2021 payroll

*** GRAND TOTALS ***

EARNINGS			BENF/REIMB	
DESC	HRS	AMOUNT	DESC	AMOUNT
SAL	1,016.00	45,633.60	VEH	54.40
SMON	0.00	29,030.68		
REG	16,242.00	322,495.85		
R/O	43.00	682.27		
O/T	1,165.00	27,470.16		
CE	42.38	0.00		
CMPRG	26.75	0.00		
COMP	64.00	1,204.95		
SICK	669.50	11,967.97		
VAC	278.00	5,641.43		
HOL	1,412.00	29,175.84		
HOLB	1,066.00	0.00		
FNRL	8.00	255.04		
MLT	12.00	168.72		
PARAM	0.00	2,076.93		
SHIFT	0.00	375.00		
YMCA	0.00	22.50		
TRAFF	0.00	1,541.54		

DEDUCTIONS			
CD	ABBV	EMPLOYEE	EMPLOYER
AFA	AFACC	949.50	
AFC	AFCAN	854.48	
AFD	AFSHO	1000.68	
AFH	AFHOS	490.42	
AFS	AFSPE	180.22	
ANN	ANUTY	3564.00	
B20	BKRUP	73.50	
C18	CHSUP	202.50	
C32	CHSUP	225.00	
C33	CHSUP	25.00	
C39	CHSUP	152.50	
C42	CHSUP	147.50	
C43	CHSUP	110.00	
C58	CHSUP	164.00	
C59	CHSUP	285.25	
C67	CHSUP	177.50	
C70	CHSUP	89.00	
C73	CHSUP	86.50	
C74	CHSUP	165.00	
C75	CHSUP	91.50	
C79	CHSUP	176.00	
C81	CHSUP	75.00	
C82	CHSUP	127.50	
CAF	ADMFE	102.00	119.68
CCF	CANCF	56.05	
CFM	CFM	9.00	10.50
CHC	CHCAR	890.77	
CRU	CRUN	2933.00	
D72	GARNI	75.00	
D77	GARNI	178.06	
D79	GARNI	146.59	
DCF	DENCF	1848.86	1093.68
DCM	DCM	231.00	121.52
DEN	DENTL	16.89	2308.88
DMO	DMO		121.52
FCE	FLEX	5.58	
HCF	HTHCF	13006.29	20569.59
HCM	HCM	1470.42	2384.88
HLT	HELTH		46505.16
HMO	HMO	574.00	1192.44
HRF	HRF	179.09	267.81
LIF	LIFE	19.28	991.13

TAXES			
DESC	TAXABLE	EMPLOYEE	EMPLOYER
FED W/H	409,350.24	35,276.02	
ST WH MS	409,350.24	12,927.00	
FICA	455,288.16	28,227.89	28227.89
MEDI	455,288.16	6,601.71	6601.71

DEPT: ALL
PAYROLL NO#: 01
PAY PERIOD BEGINNING: 11/26/2021
PAY PERIOD ENDING: 12/09/2021

** (CONTINUED) **

DATE	ORG FN	ACCOUNT	CODE/RATE	HOURLY RATE	HOURS	AMOUNT	PROJECT		
				MDF YMCA	118.00				
				PBA POBEN	246.75				
				RET RET	42373.92	82381.12			
				T50 TAXLE	162.88				
				T51 TAXLE	237.56				
				T52 TAXLE	331.11				
				UNR UNREM	2571.85				
TOTALS:	22,044.63	477,742.48	54.40		77196.50	158067.91		83,032.62	34829.60

DEPARTMENT RECAP

DEPT NO#	GROSS	REGULAR	OVERTIME	LEAVE	OTHER	BENEFITS	DEDUCTIONS	TAXES	NET
001-010	19,579.63	18,539.71	0.00	1,039.92	0.00	0.00	3,871.51	2,947.82	12,760.30
001-020	19,225.45	18,730.25	0.00	495.20	0.00	0.00	5,304.53	2,773.78	11,147.14
001-040	23,742.49	22,250.48	0.00	1,492.01	0.00	0.00	4,415.58	3,973.84	15,353.07
001-092	1,376.80	1,239.12	0.00	137.68	0.00	0.00	359.80	159.66	857.34
001-100	146,879.51	126,353.52	6,676.84	11,932.61	1,916.54	0.00	21,761.40	25,453.16	99,664.95
001-160	113,155.59	77,603.44	19,678.54	13,796.68	2,076.93	0.00	19,672.28	20,293.03	73,190.28
001-180	22,945.71	19,762.18	0.00	3,161.03	22.50	0.00	3,311.86	4,292.63	15,341.22
001-201	52,162.05	45,577.90	383.14	6,106.33	72.28	22.40	6,641.97	8,564.42	36,933.26
001-340	29,744.87	27,077.29	99.78	2,567.80	0.00	0.00	3,124.02	5,389.83	21,231.02
005-101	4,107.20	3,696.48	0.00	410.72	0.00	0.00	949.30	739.56	2,418.34
400-650	41,914.38	33,662.88	631.86	6,977.65	609.99	32.00	6,948.51	8,091.32	26,842.55
404-650	2,963.20	2,666.88	0.00	296.32	0.00	0.00	835.74	353.57	1,773.89
TOTALS	477,796.88	397,160.13	27,470.16	48,413.95	4,698.24	54.40	77,196.50	83,032.62	317,513.36

REGULAR INPUT: 252 MANUAL INPUT: 0 CHECK STUB COUNT: 0 DIRECT DEPOSIT STUB COUNT: 252