

**MEETING OF THE
MAYOR AND BOARD OF ALDERMAN OF THE
CITY OF RIDGELAND, MISSISSIPPI
April 5, 2022
6:00 PM**

INVOCATION

PLEDGE OF ALLEGIANCE

CONSIDERATION OF MINUTES FROM PRIOR BOARD MEETING

March 15, 2022

March 24, 2022 Recessed Meeting Minutes

CONSIDERATION OF MINUTES FROM PRIOR WORK SESSION

March 14, 2022

1. AGENDA ITEMS

- a) Architectural Review for McB's Patio
- b) Special Event- Township Jazz Festival
- c) Authorize legal counsel to retain such experts as may be necessary or desirable to assist with potential litigation or negotiation of matters related to the Madison County Library System

2. CONSENT ITEMS

- a) Site Plan/Architectural Review for Harbour Pointe Office
- b) Site Plan Review for Park Place Apartments Trees
- c) Approve cost share proposal to upgrade water line size to serve Highway 51 C-Store project and amend the PURF Budget by increasing 400-000-275 by \$176,395.20 and 400-650-760 by \$176,395.20
- d) Authorize the Mayor to sign an Agreement with H2O Analytics for the preparation of an App to assist in the Advanced Water Meter Installation project
- e) Approve C.C. Lynch & Associates (Teledyne ISCO) Sole Source Letter
- f) Approve Preliminary Engineering Contract with Neel-Schaffer for East County Line Road Resurfacing and Budget Amendment Decreasing 001-000-192 (General Fund Balance) \$268,500, Increasing Account 316-000-203 (Grants) \$1,840,000, Increasing Account 316-000-275 (Aid from Government) \$268,500, Increasing Account 316-601-600 (Engineering) \$275,000, Account 316-601-601 (Legal) \$2,000, and Account 316-601-750 (Contractor) \$2,100,000

- g) Appoint Ted Arich to the Community Awareness Committee (Alderman Lee)
- h) Approve Budget Transfer for the Ridgeland Police Department Tactical Team
- i) Approve Budget Amendment for the Ridgeland Police Department- Additional Insurance Proceeds
- j) Approve Budget Amendment for the Ridgeland Police Department- Investigative Fees
- k) Approve Budget Amendment for the Ridgeland Police Department- Insurance Proceeds
- l) Approve Deputy Court Clerk Appointment
- m) Approve Special Event for Recreation and Parks- Ride of Silence
- n) Approve Special Event for Parkinson's Foundation- Mississippi Moving Day

- o) Approve Special Event for SouthernAg Credit- Customer Appreciation Crawfish Boil
- p) Approve Special Event for Cystic Fibrosis Foundation- Great Strides Metro-Jackson
- q) Approve Special Event for SouthernAg Credit- Customer Appreciation Fish Fry
- r) Budget Amendment for the Ridgeland Police Department- SRPSI Training Reimbursement
- s) Approve Agreement Between City of Ridgeland and BIG Construction for the Court Services Renovations
- t) Budget Amendment Decreasing General Fund and Increasing Account 001-060-601 (Legal Fees) \$100,000
- u) Sewer Adjustments
- v) Budget Amendment Increasing Account 315-601-700 (2019 Bond Fund - Capital Outlay) and Decreasing Account 315-000-192 (2019 Bond Fund Balance) \$98,721.00 for Purchase of 608 Mallett Street
- w) Approve Contract with Highland Building Services for the Cleaning of City Hall

3. PAYMENT OF CLAIMS

- a) 174695 - 175099 AND 3/25/2022 Payroll (\$2,132,280.60)

4. EXECUTIVE SESSION

ADJOURNMENT

INFORMATION FOR MAYOR AND BOARD

Legal Bill for Services thru 3/30/2022

3/17/2022 Zoning Packet

**MEETING OF THE
MAYOR AND BOARD OF ALDERMAN OF THE
CITY OF RIDGELAND, MISSISSIPPI
March 15, 2022
6:00 PM**

The Mayor opened the March 15, 2022 meeting of the Mayor and Board of Aldermen to order. Present were Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman Brian Ramsey, Alderman D.I. Smith, Alderman Bill Lee, City Attorney Jerry Mills, and City Clerk Paula Tierce. Absent was Alderman Chuck Gautier. The meeting was opened with an invocation by Alderman Kevin Holder followed by the pledge of allegiance.

The Mayor and Board of Aldermen were provided the February 2022 Financial Report and the March 2022 Sales Tax Report.

Next came the recognition of Detective Hunter Bridges for being selected "Officer of the Month" for February 2022. Mayor McGee announced that recently Detective Bridges transitioned back into the HIDTA Task Force position and began taking action on an investigation he had previously been working on for some time. On February 1, 2022 with search warrants for a residence in Jackson, an apartment in Ridgeland and a traffic stop, Detective Bridges along with task force officers and Ridgeland officers seized seventy-three pounds of marijuana, multiple firearms and \$20,000. These types of cases take many months of investigating, a lot of patience and careful planning. Mayor McGee thanked Detective Hunter Bridges and encouraged him to keep p the good work.

Next came the matter of accepting the Minutes of the February 28, 2022 Work Session and the March 1, 2022 Board of Aldermen meeting. The Minutes were accepted with no corrections noted.

Next came the consideration of the Consent Agenda. Alderman Wesley Hamlin moved to approve the Consent Agenda as follows:

- a) Approve Authorization to Advertise for Bids for Vacuum Excavator - Order Attached Hereto As Exhibit "A"
- b) Adopt Sole Source Letter for Central Pipe in order to purchase water meter components - Order Attached Hereto As Exhibit "B"
- c) Receive February 2022 Privilege License Report - Order Attached Hereto As Exhibit "C"
- d) Sewer Adjustments - Order Attached Hereto As Exhibit "D"
- e) Project Resolution in support of East Lake Harbour Drive Multiuse Path - Resolution

Attached Hereto As Exhibit "E"

f) Truck Route for 410 Greenwood Lane (Remodel) - Order Attached Hereto As Exhibit "F"

g) Truck Route for 140 Bridgewater Crossing (Addition) - Order Attached Hereto As Exhibit "G"

h) Declare Surplus Property for the Ridgeland Police Department-Unit 303 - Resolution Attached Hereto As Exhibit "H"

i) Approve Motorola Services Agreement for the Ridgeland Police Department - Order Attached Hereto As Exhibit "I"

j) Approve Special Event for Recreation and Parks Easter Egg Hunt - Order Attached Hereto As Exhibit "J"

k) Approve Special Event for the Center for Integrative Health-Spring Into Wellness 5K - Order Attached Hereto As Exhibit "K"

l) Approve Special Event for Ridgeland Tourism Commission- Fine Arts Festival - Order Attached Hereto As Exhibit "L"

m) Accept Resignation of Shana Holt and Appoint Rhonda Shirley to the Ridgeland Election Commission - Order Attached Hereto As Exhibit "M"

n) Appoint Lesley Holleman of Fleet Feet to the Ridgeland Tourism Commission as the Commissioner-At-Large - Order Attached Hereto As Exhibit "N"

o) Petition to Close and Vacate Certain Parts of Rights-of-Ways - Highland Colony Land Company, LLC; Kerioth Realty Company, LLC; and University of Mississippi Medical Center - Ordinance Attached Hereto As Exhibit "O"

p) Accept Resolution in Support of the City of Ridgeland, Mississippi Regarding the Recent Controversy Concerning the Funding of the Ridgeland Library - Resolution Attached Hereto As Exhibit "P"

Alderman Brian Ramsey seconded the motion and a vote was taken thereon as follows:

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

Nay(s): None

Absent: Alderman Chuck Gautier

The Mayor then declared the Motion carried.

Next came the payment of claims 174398 - 174694 and March 11, 2022 Payroll (\$2,422,863.82). Alderman Ken Heard moved to approve. The Motion was seconded by Alderman D.I. Smith and a vote was taken thereon as follows:

Vote: Aye(s): Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman Brian Ramsey, Alderman D.I. Smith, Alderman Bill Lee
Nay(s): None
Absent: Alderman Chuck Gautier

The Mayor then declared the Motion carried.

(Alderman Brian Ramsey left the meeting and recused himself.)

Next came the consideration of the Special Event Permit Application for Ardenland- Sante South Wine Festival. Alderman Kevin Holder moved to approve. The Motion was seconded by Alderman Bill Lee and a vote was taken thereon as follows:

Vote: Aye(s): Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman D.I. Smith, Alderman Bill Lee
Nay(s): None
Absent: Alderman Brian Ramsey; Alderman Chuck Gautier

The Mayor then declared the Motion carried. A copy of the Special Event Permit is attached hereto as Exhibit "Q"

Next came the consideration of the Resolution Declaring the City of Ridgeland's Position Regarding Library Funding. Alderman Wesley Hamlin moved to approve. The Motion was seconded by Alderman Brian Ramsey and a vote was taken thereon as follows:

Vote: Aye(s): Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman Brian Ramsey, Alderman D.I. Smith, Alderman Bill Lee
Nay(s): None
Absent: Alderman Chuck Gautier

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

The Mayor announced the need to go into Executive Session to discuss potential litigation. Alderman Brian Ramsey moved to go into Closed Session to discuss the need of going into Executive Session to discuss potential litigation. The motion was seconded by Alderman Ken Heard and a vote was taken thereon as follows:

Vote: Aye(s): Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman Brian Ramsey, Alderman D.I. Smith, Alderman Bill Lee
Nay(s): None
Absent: Alderman Chuck Gautier

The Mayor then declared the Motion carried.

CLOSED SESSION

Alderman Wesley Hamlin moved to go into Executive Session to discuss potential litigation. The motion was seconded by Alderman D. I. Smith and a vote was taken thereon as follows:

Vote: Aye(s): Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman Brian Ramsey, Alderman D.I. Smith, Alderman Bill Lee
Nay(s): None
Absent: Alderman Chuck Gautier

The Mayor then declared the Motion carried.

EXECUTIVE SESSION

(Alderman Chuck Gautier joined the meeting at 6:13 p.m.)

Alderman D. I. Smith moved to leave Executive Session. The motion was seconded by Alderman Wesley Hamlin and a vote was taken thereon as follows:

Vote: Aye(s): Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder,

Alderman Brian Ramsey, Alderman D.I. Smith, Alderman Bill Lee; Alderman
Chuck Gautier

Nay(s): None

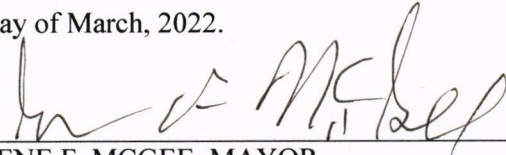
Abstention(s): None

The Mayor then declared the Motion carried.

The Mayor reopened the meeting and announced that no action was taken by the Board of Aldermen during the Executive Session other than to establish a Committee, being Alderman Hamlin, Alderman Heard and Alderman Gautier, to prepare a proposed Memorandum of Understanding to be presented to the Madison County Library.

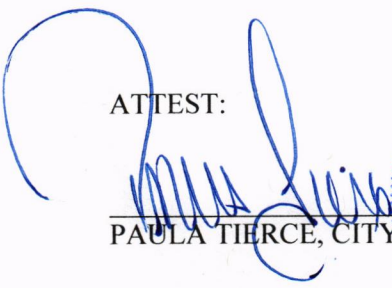
There being no further business before the Board of Aldermen, the Mayor recessed the meeting until March 24, 2022 at 6:00 p.m.

WITNESS MY SIGNATURE, this the 17th day of March, 2022.



GENE F. MCGEE, MAYOR

ATTEST:



PAULA TIERCE, CITY CLERK



**MEETING OF THE
MAYOR AND BOARD OF ALDERMAN OF THE
CITY OF RIDGELAND, MISSISSIPPI
March 24, 2022
6:00 PM**

The Mayor opened the March 24, 2022 recessed meeting of the Mayor and Board of Aldermen to order. Present were Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman Brian Ramsey, Alderman D.I. Smith, Alderman Bill Lee, City Attorney Jerry Mills, and City Clerk Paula Tierce. The meeting was opened with an invocation by Alderman D. I. Smith followed by the pledge of allegiance. A copy of the Notice is attached hereto as Exhibit "A".

The Mayor recognized the First Baptist Church of Jackson Boy Scout, Troop 8, who was present working on their Citizenship in the Community Badge.

Alderman Chuck Gautier moved to go into Closed Session to discuss the need of going into Executive Session to discuss potential litigation with the Madison County Library System. Alderman D. I. Smith seconded the motion and a vote was taken thereon as follows:

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

Nay(s): None

Abstention(s): None

The Mayor then declared the Motion carried.

CLOSED SESSION

Alderman Wesley Hamlin moved to go into Executive Session to discuss potential litigation with the Madison County Library System. Alderman Bill Lee seconded the motion and a vote was taken thereon as follows:

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

Nay(s): None

Abstention(s): None

The Mayor then declared the Motion carried.

EXECUTIVE SESSION

Alderman Wesley Hamlin moved to leave Executive Session. The motion was seconded by Alderman Chuck Gautier and a vote was taken thereon as follows:

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

Nay(s): None

Abstention(s): None

The Mayor then declared the Motion carried.

Alderman Wesley Hamlin moved to accept the proposed contract tendered by the Madison County Library System, contingent upon the acceptance and approval of the Memorandum of Understanding, which the City has received and revised. Alderman Wesley Hamlin then stated that the City of Ridgeland sincerely wishes to improve communication and restore both the harmonious relationship that has been enjoyed for many years and the Board of Aldermen feels strongly that the proposed Memorandum of Understanding along with the proposed contract helps facilitate this goal. Upon acceptance and full execution of the proposed contract from all parties, as well as the City's tendered Memorandum of Understanding, the City will promptly pay all amounts currently invoiced at that time. Time is of essence, and the City needs an acceptance of this offer tendered prior to the next Board of Alderman meeting or no later than the end of business on April 8, 2022. The motion was seconded by Alderman Chuck Gautier and a vote was taken thereon as follows:

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

Nay(s): None

Abstention(s): None

The Mayor then declared the Motion carried. A copy of the proposed Memorandum of Understanding is attached hereto as Exhibit "B".

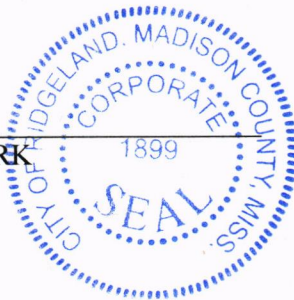
There being no further business before the Board of Aldermen, the Mayor adjourned the meeting at 7:43 p.m.

WITNESS MY SIGNATURE, this the 28th day of March, 2022.

Gene F. McGee
GENE F. MCGEE, MAYOR

ATTEST:

Paula Tierce
PAULA TIERCE, CITY CLERK



**MINUTES OF THE WORK SESSION
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF RIDGELAND
MARCH 14, 2022
6:00 P.M.**

The Mayor opened the work session of March 14, 2022 of the Mayor and Board of Aldermen. Present were Alderman Bill Lee (via telephone), Alderman D. I. Smith, Alderman Ken Heard, Alderman Brian Ramsey, Alderman Kevin Holder, Alderman Wesley Hamlin, Alderman Chuck Gautier, City Attorney Jerry Mills, and City Clerk Paula Tierce.

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

Items "c" and "o" under the Consent Agenda was moved to Agenda Items. Each item was discussed with no action being taken by the Mayor & Board of Aldermen.

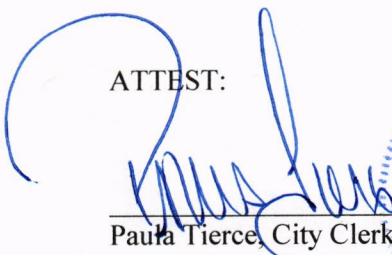
The meeting concluded at 6:13 p.m.

WITNESS MY SIGNATURE, this the 17th day of March, 2022.

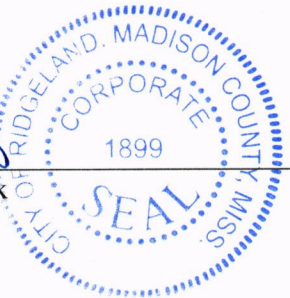


GENE F. MCGEE, MAYOR

ATTEST:



Paula Tierce, City Clerk



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

A meeting of the Architectural Review Board of the City of Ridgeland, Mississippi, (the “Board”), was duly called, held, and conducted on Tuesday, March 22, 2022 at 6:00 o’clock P.M. in the Ridgeland City Hall in the City of Ridgeland, Madison County, Mississippi.

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The following members were present, to-wit:

Bill Dicken, Chairman
Lynette Praytor
Randy Lynn
Robert Moore
Connie Suber

Members Absent:

Leigh Sullivan
Tay Morgan
David Dunbar

Also attending:

Jordan Lohman, City Planner

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

The first item on the agenda was **TWO MEN & A TRUCK**. The project was presented by **Mr. Jordan Lohman**. The project is located at **276 Commerce Park Drive**. The applicant is requesting approval of site plan and architecture for an expansion to their existing building.

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

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

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

The second item on the agenda was **MCB’S PATIO SHUTTERS**. The project was presented by **Mr. Jordan Lohman**. The project is located at **815 Lake Harbour Drive**. The applicant is requesting approval of shutters on their existing patio.

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

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

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

The minutes from the February 22, 2022 meeting were then read and approved by the board. There being no further business to come before the board, the meeting was adjourned.

Bill Dicken, Chairman

ATTEST:

Connie Suber, Secretary

















police department

March 29, 2022

TO: Mayor & Board of Aldermen
FROM: John R. Neal, Chief of Police 
SUBJECT: Special Event – Township Jazz Festival

I have attached a request for a Special Event Permit from Kelly Aycock with the Kerioth Corporation. This event is their annual Township Jazz Festival scheduled Saturday, April 9, 2022 from 11:00 a.m. to 7:00 p.m. at the green space at the Township.

Ms. Aycock is expecting a crowd of approximately 500-700. Arrangements have been made for restroom facilities on site and event volunteers will be responsible for set-up and clean-up.

This event will not generate overtime for the police department; however, frequent patrols of the area will be conducted by the on-duty patrol officers.

Checks in the amount of \$100.00 and \$1,000.00 representing requisite filing fee and bond money were submitted with the Special Event Permit along with the application for Permit to Play On-Premises Music.

Your consideration and approval will be greatly appreciated.

CC: Lt. Brian Myers

Attachments (2)

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

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



CITY OF RIDGELAND
SPECIAL EVENT PERMIT APPLICATION
(Please allow minimum 30 days for approval)



EVENT NAME: Township Jazz Festival
EVENT LOCATION: The Township at Colony Park
EVENT DATE: Beginning April 9, 2022 to Ending April 9, 2022 Multiple Days: ☐ YES ☒ NO
EVENT HOURS: Beginning 11 a.m. to Ending 7 p.m.
TYPE OF EVENT: Music Festival
EVENT POINT OF CONTACT: Tripp Douglas CELL NUMBER: (601) 209-0314
(This person must remain on scene during the entire event)
NAME OF ORGANIZATION: Kerioth Corporation
ADDRESS: 361 Township Avenue, Suite 200 CITY/STATE/ZIP: Ridgeland, MS 39157
ESTIMATED CROWD SIZE: 500 - 700 NUMBER OF EVENT PERSONNEL: 15
ARRANGEMENTS FOR RESTROOM FACILITIES: ☒ YES ☐ NO LOCATION: Parking lot next to green space
ARRANGEMENTS FOR SITE CLEAN-UP: ☒ YES ☐ NO DETAILS: Kerioth Staff

RECYCLING PROGRAM FOR WASTE

☐ YES ☒ NO DETAILS: _____

The City of Ridgeland will assist organizers in planning and locating recycle bins for recyclable waste through local companies. Event organizers are encouraged to maintain the City of Ridgeland's vision of a green environment by having your event recycle its waste.

MOBILE FOOD VENDING

☐ YES ☒ NO

In the event organizer will utilize mobile food vending services as part of this special event, complete section below. In accordance with the City of Ridgeland Mobile Food Vending Ordinance, the following vendors have complied with the requirements set forth in ordinance Chapter 22, Article V (Mobile Food Vending) for obtaining a Special Event Mobile Food Vending Permit from the City of Ridgeland.

MOBILE FOOD VENDOR NAME: _____

Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☐ NO

Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

MOBILE FOOD VENDOR NAME: _____

Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☐ NO

Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

MOBILE FOOD VENDOR NAME: _____

Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☐ NO

Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

MOBILE FOOD VENDOR NAME: _____

Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☐ NO

Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

(If additional Mobile Food Vendors will be present, attach a separate sheet with the above information included)

UNMANNED AIRCRAFT SYSTEM – DRONE USAGE

Will the organizers of this event use the services of an UAS (unmanned aircraft system): ☐ YES ☒ NO

If Yes, who is the operator of the system: _____ Cell Number: _____

If an UAS/Drone will be utilized, a copy of the following required documents must be attached to this application:

Section 333 Exemption or Aircraft Certification

- Certificate of Authorization (COA)
- Aircraft Registration and Markings
- Pilot Certificate

FIRST AID/MEDICAL STATION(s): ☐ YES ☒ NO LOCATION(s): _____

POLICE/SECURITY PERSONNEL REQUIRED: _____ ☐ Police Dept. Assigned ☐ Self-Hired ☐ Not Applicable

ASSISTANCE FROM OTHER CITY DEPARTMENTS: ☐ Fire Department ☐ Public Works/Streets ☐ Recreation/Parks

Applicant Printed Name: Kelly J. Aycock Contact Number: 601-319-8798

Applicant Signature: Kelly Aycock Date: 3/10/22

Application Instructions

- 1). You must present to the Chief of Police or his designee your plan for parking and traffic control. You must state in this plan whether or not police or private security personnel will be needed to direct and handle traffic and parking.
- 2). City of Ridgeland Special Events Ordinance section 10-33(2) requires adequate security be provided at special events. This requirement is one security officer for every 400 people in attendance. A private security company may be used but preference shall be given to the hiring of off duty personnel. The assistance from Ridgeland Police Department for road course races/walks to secure intersections shall not be considered as part of the security requirement. The personnel assigned for traffic control are in addition to any requirement for on-site security personnel required in the ordinance.
- 3). If the event is to have outdoor music, a Permit to Play on Premises Music will be required from the applicant agreeing to comply with the noise ordinance of the City of Ridgeland, MS.
- 4). If there is a need for Police Dept., Fire Dept., Public Works Dept. and/or Rec/Parks Dept. personnel to work in controlling the special event, the applicant will agree to pay this cost from the filing of a bond fee.
- 5). The applicant may be required to post a bond fee in the minimum amount of one thousand dollars (\$1,000.00) with the City Clerk. This is to ensure that the event area is immediately cleaned up after its conclusion, and any City employee who works overtime as a result of the special event, will be compensated from the bond proceeds.
- 6). Submit the above application and information to the Office of the Chief of Police with a non-refundable filing fee of one hundred dollars (\$100.00) along with the above referenced bond fee. This application will be forwarded to the Patrol Division Commander or a designee who will review the application for all required documentation. This application and documentation will be presented to the Ridgeland Board of Aldermen for subsequent approval. **Please allow a minimum of 30 days to complete the process and receive approval.**

- 7). Event organizers should submit a map outlining the area where an event is to be held. Points of interest (entrance/exit points, first aid stations, etc...) shall be included on this map. If the event is a road race/walk, a map reflecting the proposed course route along with a description of the route shall be included. If any portion of the route will include sections of the Natchez Trace Parkway, you must first obtain approval from the Natchez Trace Chief (phone no. 662-680-4014; Ridgeland office 601-856-7321) and documentation reflecting this approval must be submitted with this application.
- 8). If the event is to be held at Old Trace Park and/or Madison Landing, you must first seek approval from PRVWSD Parks and Recreation (601-856-6319) and obtain a Facility Use Application which must be submitted with this application.
- 9). The number of event personnel will represent the number of people from the organization who will be assisting with the overall operation of the event. This will include any volunteers from the organization.
- 10). The arrangements for restroom facilities as addressed in the Ridgeland Code of Ordinances indicate 1 restroom per 150 people in attendance. These may be portable restrooms or existing restroom structures.
- 11). The event organizer or organization will be responsible for clean-up at the conclusion of the event. The City of Ridgeland encourages organizations to participate in a recycle program for any waste or debris to be discarded.
- 12). The first aid station located on the event site shall be manned by a state certified EMT.
- 13). The number of police/security personnel shall be determined by the expected crowd size. The event organizer may staff the event to satisfy this requirement through off-duty law enforcement personnel. The Ridgeland Police Department will assist the organizers if they choose the police department assigned option, or the event organizers may choose the self-hire option to select their own personnel to comply with the ordinance.
- 14). In accordance with City of Ridgeland Mobile Food Vending Ordinance (Chapter 22, Article V), any special event organizer who utilizes the services of a mobile food truck or pushcart must comply with the requirements under this above referenced section. If you utilize the services of a mobile food vendor, the applicant named on this permit will ensure the requirements under section 22-203 (b) are met and obtain a Special Event Mobile Food Vending Permit from the City of Ridgeland Department of Finance and Administration.

For Police Department Use Only

This application was received by the Ridgeland Police Department on <u>3/10/22</u> and has been reviewed by the appropriate personnel. This application has been <u>APPROVED</u> DENIED by the Chief of Police or Designee. If approved by Ridgeland PD, this application will be submitted for consideration at the Ridgeland Mayor and Board of Alderman meeting to be held on <u>05 April 2022</u> .	
Chief of Police or Designee: <u>[Signature]</u>	DATE: <u>29 MAR 22</u>
Number of Overtime Officers: <u>2</u>	Estimated OT Cost: <u>\$</u>
Additional Overtime Cost for City Departments: FIRE _____ P/W _____ REC/PARKS _____	



CITY OF RIDGELAND
APPLICATION FOR
PERMIT TO PLAY ON PREMISES MUSIC
(Please allow minimum 30 days for approval)



DATE OF APPLICATION: 3/10/2022

EVENT NAME: Township Jazz Festival

EVENT LOCATION: The Township at Colony Park in green space on Highland Colony

DESCRIPTION OF ON-PREMISES ACTIVITY: Music Festival

DATE OF ACTIVITY: Beginning April 9, 2022 to Ending April 9, 2022

HOURS OF ACTIVITY: Beginning 11a.m. to Ending 7 p.m.

ACTIVITY POINT OF CONTACT: Tripp Douglas CELL NUMBER: 601-209-0314
(This person must remain on scene during the entire event)

NAME OF ORGANIZATION: Kerioth Corporation

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

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

PROVIDE FACTS THAT WOULD SHOW THE ACTIVITY FOR WHICH THE PERMIT IS REQUESTED WOULD NOT DISTURB THE
PEACE OF ANY FAMILY OR PERSON WITHIN THE AREA INTO WHICH SOUND SHALL CARRY: _____

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

Applicants Signature: Kelly Aycock Date: 3/10/2022

☒ APPROVED

☐ DENIED

Chief of Police or Designee: [Signature]

Date: 29 MAR 2022

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

Highland Colony Parkway

Hospitality tent
Walled on 3 sides 40x80 Big Tent. 10 ft. clearance.

Generator

MMWG Sponsor Tent
20x20

Beer
Trailer

Sombra
Southeast
Fusion
10x50

Hospitality
20x20

Stage
16x24

March
& WBSU

power box

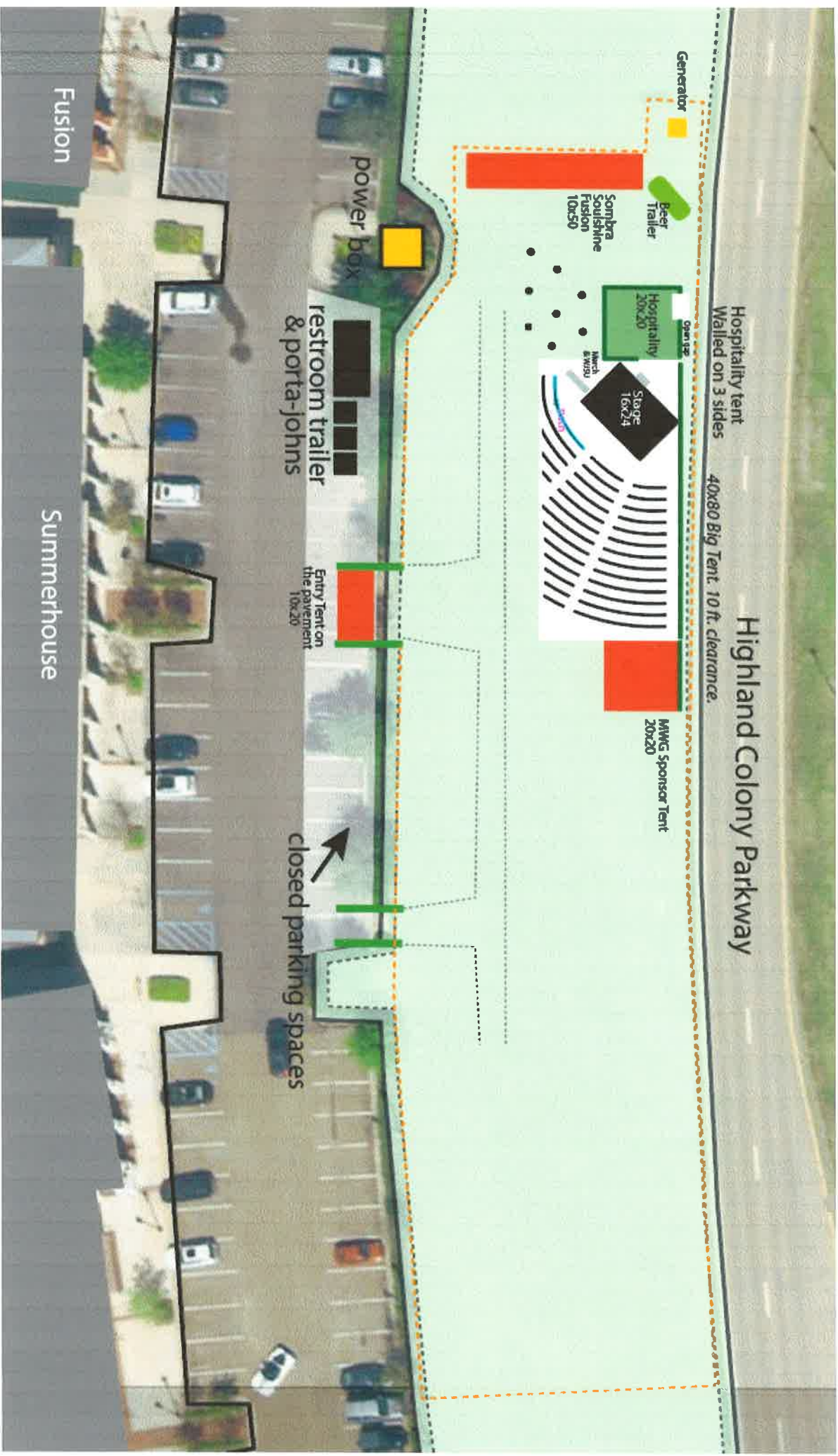
restroom trailer
& porta-johns

Entry Tent on
the pavement
10x20

closed parking spaces

Fusion

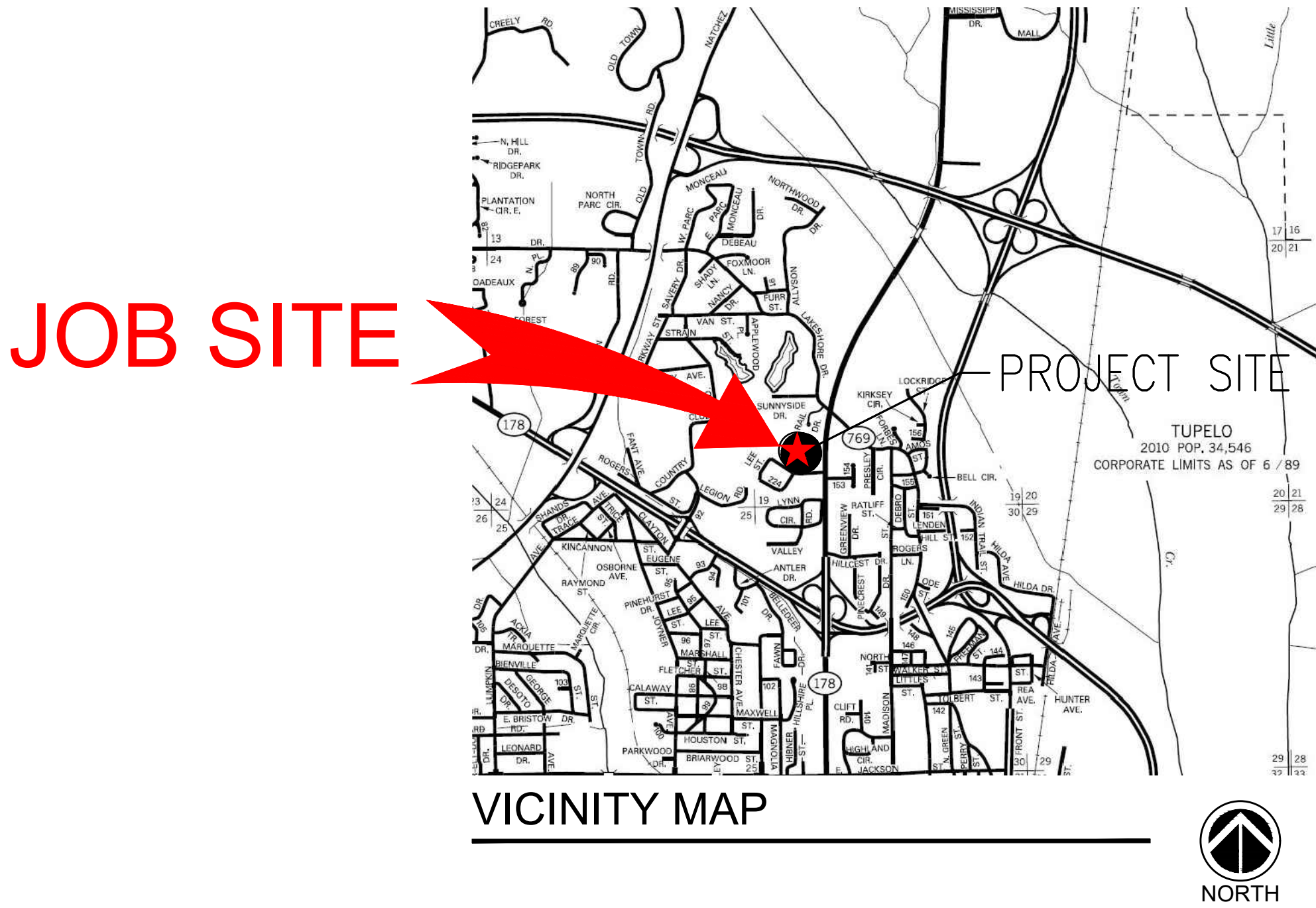
Summerhouse



OCTOBER 14, 2021

HARBOUR POINTE OFFICE BUILDING HARBOUR POINTE CROSSING RIDGELAND, MISSISSIPPI

Sheet Number	Sheet Title
GENERAL	
G-000	COVER SHEET
STRUCTURAL	
S-001A	STRUCTURAL NOTES
S-001B	STRUCTURAL NOTES
S-130	FOUNDATION PLAN
S-132	2ND FLOOR FRAMING PLAN
S-150	ROOF FRAMING PLAN
S-501	SECTIONS AND DETAILS
S-502	SECTIONS AND DETAILS
S-503	SECTIONS AND DETAILS
S-504	SECTIONS AND DETAILS
S-505	SECTIONS AND DETAILS
S-506	SECTION
ARCHITECTURAL	
A-100	ARCHITECTURAL SITE PLAN
A-130	FIRST-SECOND FLOOR PLAN
A-150	ROOF PLAN
A-201	EXTERIOR ELEVATIONS
A-301	BUILDING SECTIONS
A-302	BUILDING SECTIONS
A-303	WALL SECTIONS
A-601	DOOR AND WINDOW SCHEDULES AND DETAILS
PLUMBING	
P-130A	PLUMBING PLAN - GROUND FLOOR
P-130B	PLUMBING PLAN - SECOND FLOOR
MECHANICAL	
M-130	MECHANICAL PLANS
ELECTRICAL	
E-001	ELECTRICAL LEGEND AND GENERAL NOTES
E-100	PARTIAL ELECTRICAL SITE PLAN
E-130	POWER PLAN
E-140	LIGHTING PLAN



Pickering

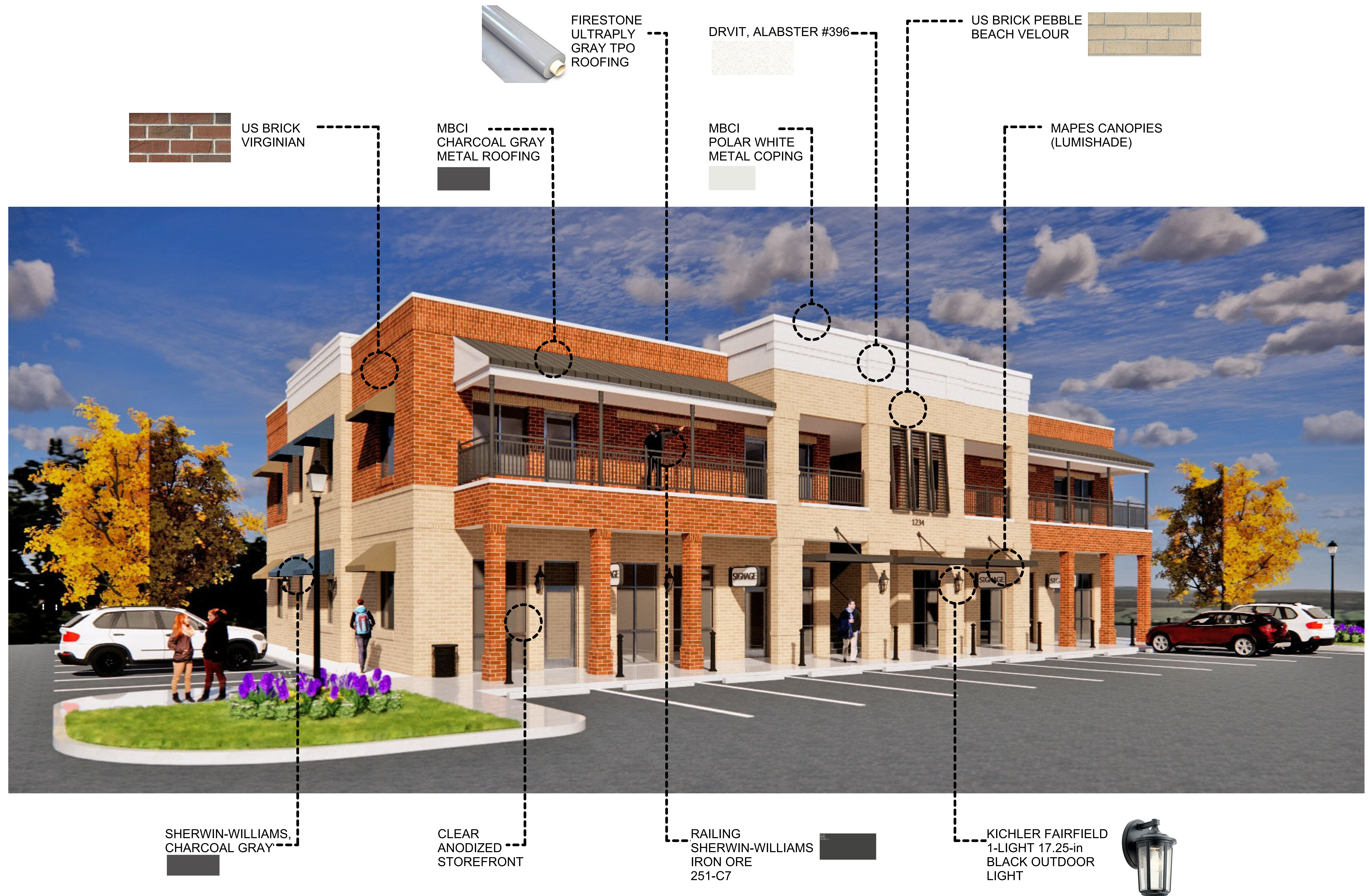
Pickering Firm, Inc.
Facility Design • Civil Engineering • Surveying •
Transportation • Natural / Water Resources
126 Rue Magnolia
Biloxi, MS 39530
228.432.5925

Pickering

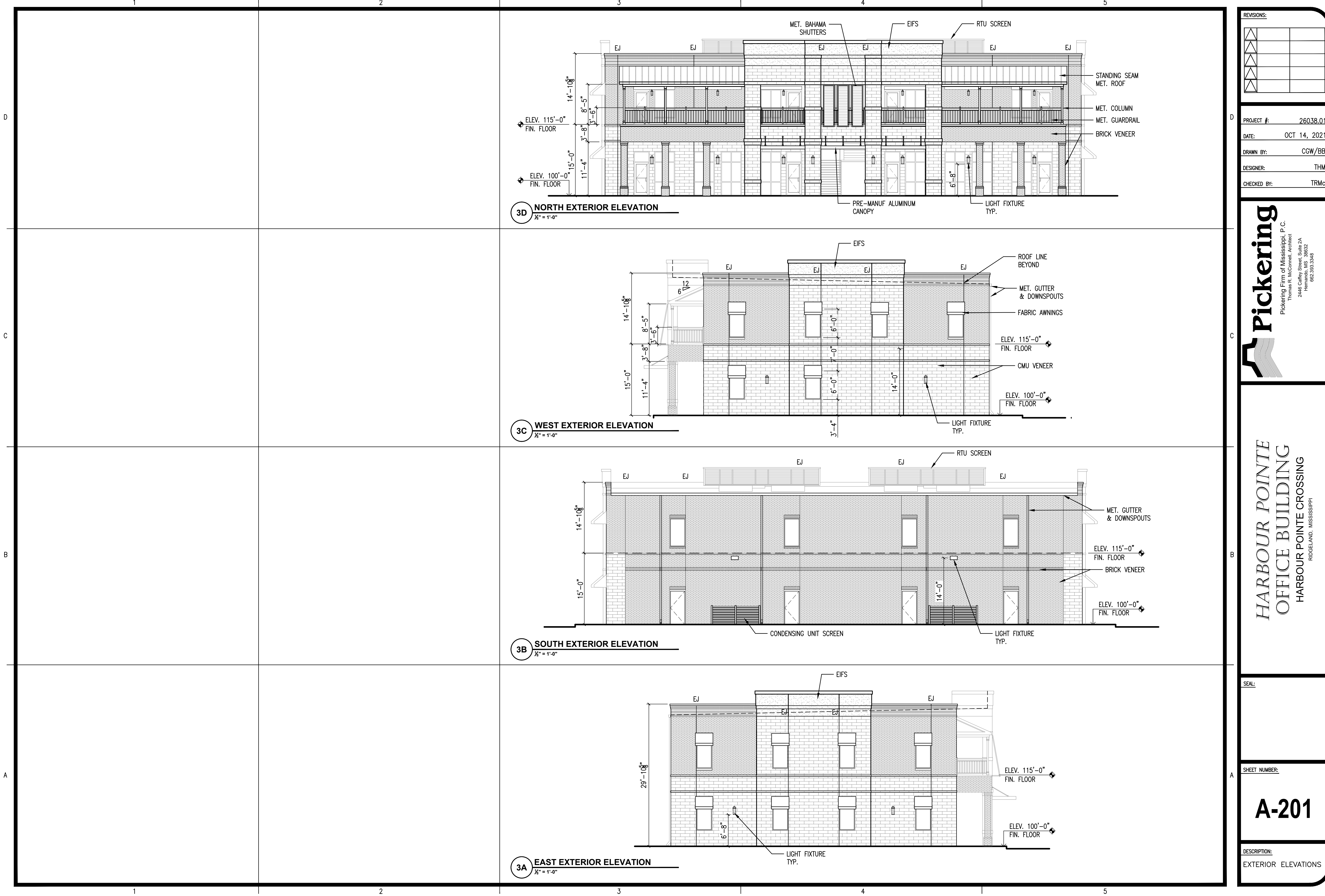
Pickering Firm of Mississippi, P.C.
Thomas R. McConnell, Architect
2446 Caffey Street, Suite 2A
Hernando, MS 38632
662.393.3348

PROJECT # 26038.01

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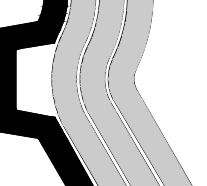


HARBOUR POINTE OFFICE BUILDING



REVISIONS:		

PROJECT #:	26038.01
DATE:	OCT 14, 2021
DRAWN BY:	CGW/BB
DESIGNER:	THM
CHECKED BY:	TRMc

**Pickering**

Pickering Firm of Mississippi, P.C.
Thomas R. McConnell, Architect
2446 Caffey Street, Suite 2A
Hemlock, MS 38832
662.392.3740

HARBOUR POINTE
OFFICE BUILDING
HARBOUR POINTE CROSSING
RIDGELAND, MISSISSIPPI

SEAL:

SHEET NUMBER:

A-201

DESCRIPTION:
EXTERIOR ELEVATIONS

D

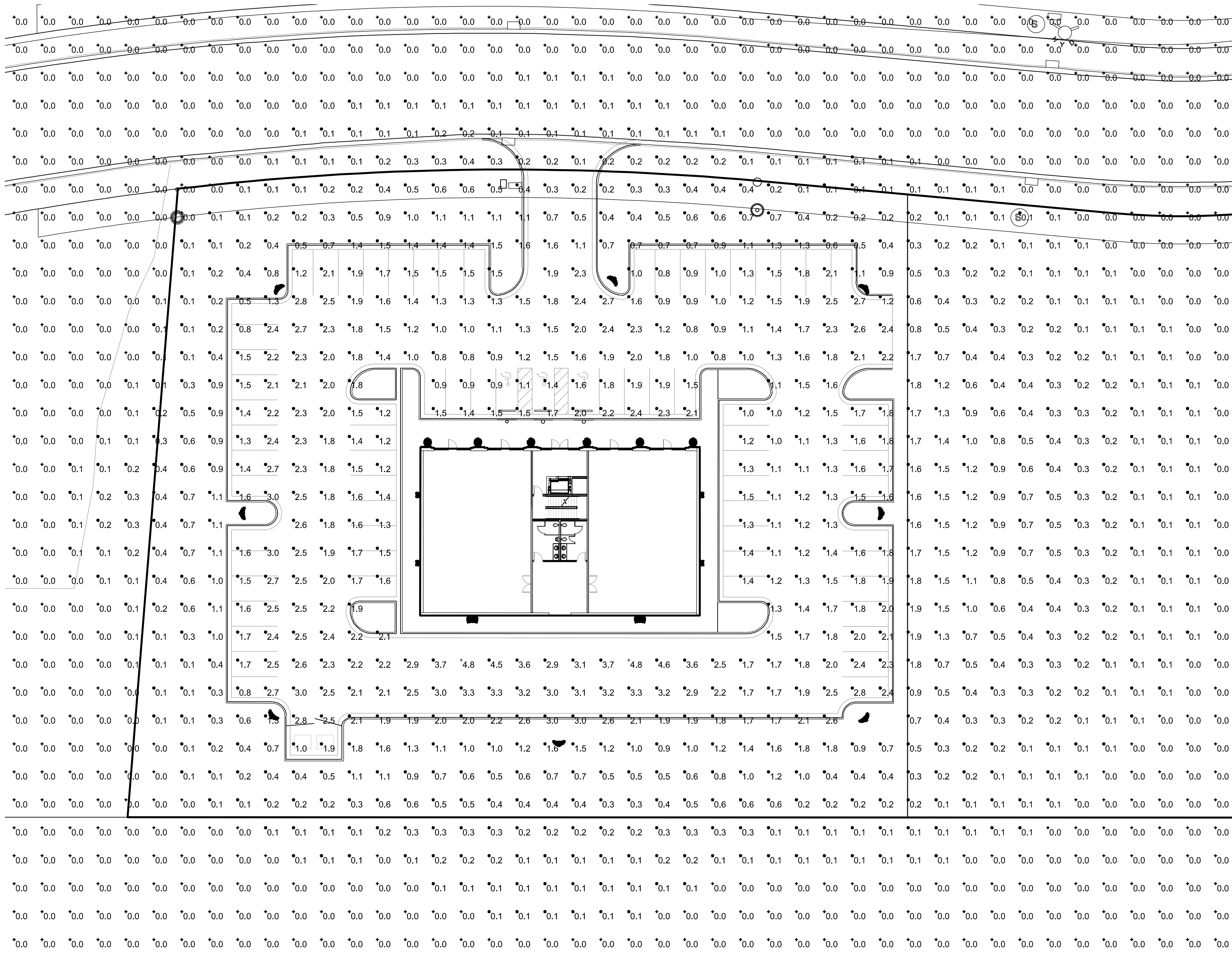
PARKING SURFACE PHOTOMETRICS	
AVERAGE	2FC
MAXIMUM	4.8FC
MINIMUM	0.9FC*
MAX/MIN	5.3:1
UNIFORMITY RATIO	2.2:1

*WITH LLF 0.89

LUMINAIRE SCHEDULE									
Symbol	Label	Qty	Catalog Number	Description	Lamp	File	Lumens	LLF	Watts
	3HS	8	RSX1-LED-P3-40K-R3-HS-SPA NL1A1R2	RSX AREA LUMINAIRE	4000K LED	RSX1-LED-P3-40K-R3 _HS.rles	Absolute	.89	110

CONTROL SEQUENCE: ALL OF THE FIXTURES ARE TO TURN ON AND OFF WITH THE PHOTOCELL THAT CONTROLS THE CIRCUIT CONTACTOR. SEE KEYNOTE #1 ON E-100. DURING OPERATION, THE FIXTURES SHALL BE SET BACK 30 PERCENT IF MOTION IS NOT DETECTED. WHEN MOTION IS DETECTED, THE FIXTURE SHALL COME TO FULL BRIGHTNESS. THE MOTION SENSING FEATURE FOR EACH FIXTURES SHALL OPERATE INDEPENDENTLY.

C



B

A



1A PHOTOMETRIC AREA PLAN
1" = 25'-0"



RSX1 LED Area Luminaire

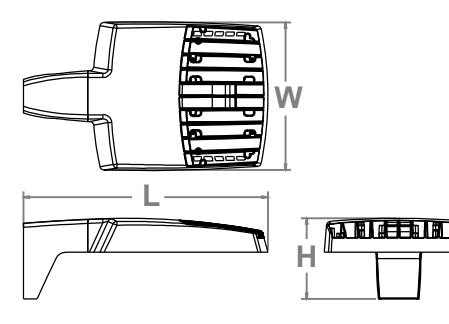


Catalog Number	
Notes	
Type	

Hit the Tab key or mouse over the page to see all interactive elements.

Specifications

EPA (ft@0°): 0.57 ft2.05 m2)
Length: 21.8" (55.4 cm) (SPA mount)
Width: 13.3" (33.8 cm)
Height: 3.0" (7.6 cm) Main Body
Weight: 22.0 lbs (10.0 kg)



Introduction

The new RSX LED Area family delivers maximum value by providing significant energy savings, long life and outstanding photometric performance at an affordable price. The RSX1 delivers 7,000 to 17,000 lumens allowing it to replace 70W to 400W HID luminaires.

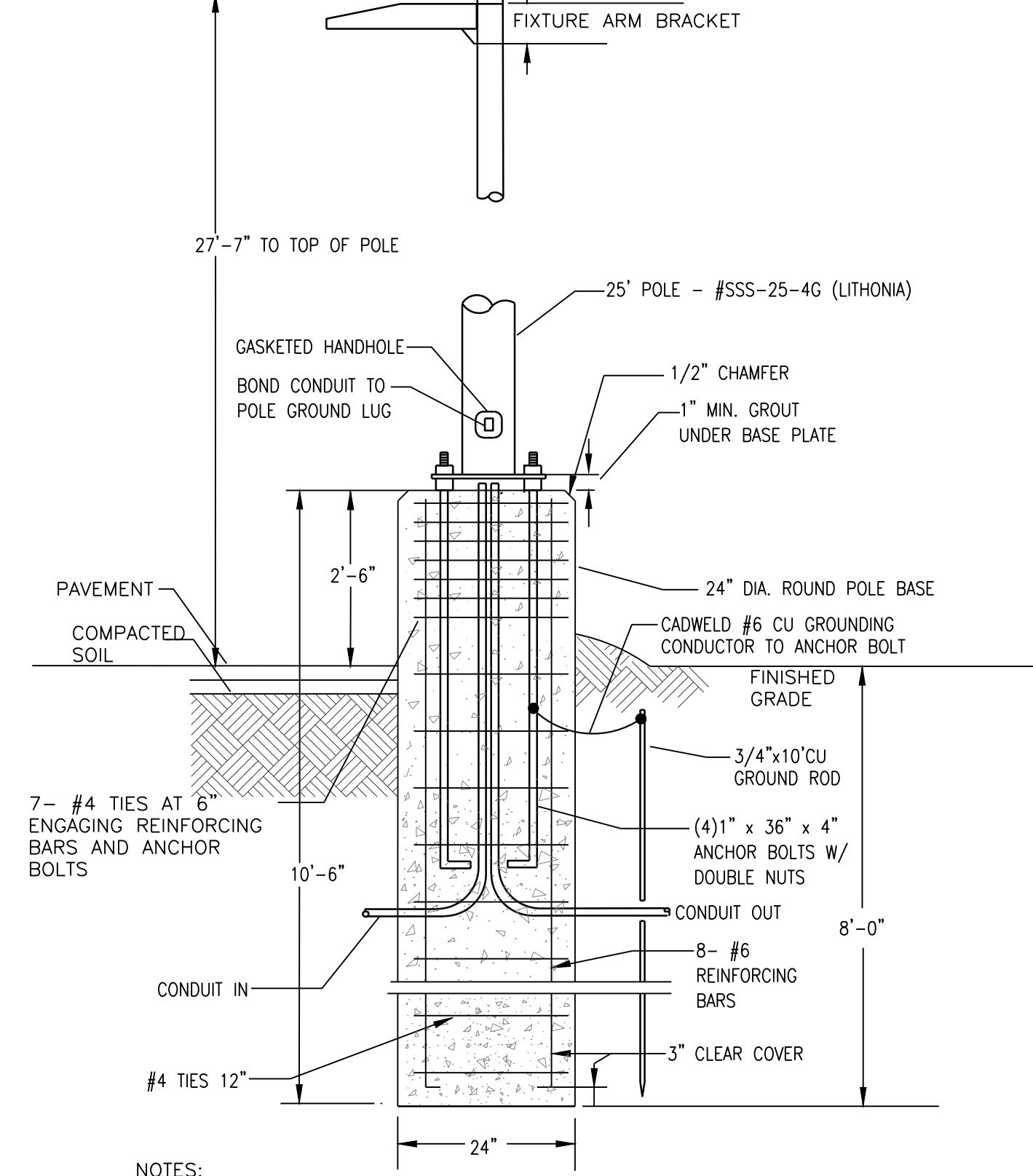
The RSX features an integral universal mounting mechanism that allows the luminaire to be mounted on most existing drill hole patterns. This "no-drill" solution provides significant labor savings. An easy-access door on the bottom of mounting arm allows for wiring without opening the electrical compartment. A mast arm adaptor, adjustable integral slipfitter and other mounting configurations are available.

Ordering Information

Series	Performance Package	Color Temperature	Distribution	Voltage	Mounting
RSX1 LED	P1 P2 P3 P4	30K-3000K 40K-4000K 50K-5000K	R2 Type 3 Wide R3 Type 3 Wide R4 Type 3 Short R5 Type 4 Short R6 Type 5 Wide 1 R7 Type 5 Short 1 ATR Automatic Front Row APFRS Automatic Front Row APFLS Automatic Front Row Left Rotated	MVOLT (120V-277V) 2 HVOLT (240V-480V) 3 XVOLT (277V-480V) 4 (see specific voltage for options on model) 120 V 277 V 208 V 347 V 240 V 480 V	SPA Square pole mounting (13.17" min. SQ pole for 1 at 90°, 3.57" min. SQ pole for 2, 3, 4 at 90°) SPA Round pole mounting (12.27" min. dia. RND pole for 2, 3, 4 at 90°, 3.57" min. dia. RND pole for 1 at 90°, 2 at 180°, 3 at 135°) MA Mast arm adaptor (fits 2.31" OD horizontal rods) IS Adjustable slipfitter (fits 0.31" OD inserts) WBA Wall bracket 1 WBASC Wall bracket with surface conduit box AASP Adjustable 80 arm square pole mounting 6 AASP Adjustable 80 arm round pole mounting 6 AAMB Adjustable 80 arm with wall bracket 6 AAMWC Adjustable 80 arm wall bracket and surface conduit box 6

Options			Finish
Shipped Installed			
HS	House-side shield 7	Shipped Installed	CEBKO Dark Bronze
PE	Photocell sensor 2.15, 14, 15	*Standard and Networked Sensors/Controls (factory default settings, see table page 9)	CEBKX Black
PER	Photocell external threaded, adjustable 5-10	NL1A1R2 ALightNet generation 2, 13, 14, 15	CEBAO Natural Aluminum
CE34	Seven-volt back-bolt receptacle only (no controls) 9, 11, 12, 13	PDRN Networked, 61 Level indoor/outdoor sensor (for use with NL1A1R2) 13, 15, 16	CEWAO White
CE34	Conduit entry 3/4" NPT (Qty 2)	BAA Buy American (V) Act Compliant	CEBTD Textured Dark Bronze
SF	Single fuse (125, 277, 347 V)	*Note: PDRN with 16 Light Air can be used as a standalone or networked solution. Sensor coverage pattern is affected when luminaires is fixed.	CEBLXK Textured Black
SF	Double fuse (200, 240, 480 V)		CEMATD Textured Natural Aluminum
SFS200KV	200V Surge peak (NYS standard)		CEWACD Textured White
FAD	Field adjustable output 5, 13	Shipped Separately (requires some field assembly)	
DMG	0-10V dimming extend out back of housing for external control (control ordered separately) 5, 13	EGSS External glare shield 7	
		ESVP External glare full view (80° around light aperture) 7	
		BS Bird spikes 17	

LITHONIA WAY • CORNERS, GEORGIA 30012 • PHONE: 1-800-705-SERV (7378) • WWW.ACULITYBRANDS.COM
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Lithonia RSX1 Area LED Rev. 05/24/21 Page 1 of 9



NOTES:

- PROVIDE FUSEHOLDER IN HANDHOLE OF POLE SECURE HANDHOLE COVER. FUSEHOLDER SHALL BE BUSSMAN "TITRON" No. HEB-JK RYC WITH WEATHERPROOF BOOT AND 20 AMP "KIT" FUSE FOR EACH UNGROUNDING CONDUCTOR. SECURELY TAPE OVER COMPLETE HOLDER TO INSULATE FROM METAL PARTS.
- PROVIDE #12 AWG INSULATED WIRING FROM FUSEHOLDER TO FIXTURE. PROVIDE #12 GROUND FROM POLE BASE GROUND LUG TO FIXTURE HOUSING AND GROUND METAL PARTS.
- PERMANENT WEATHERPROOF LABELS SHALL IDENTIFY ALL ELECTRICAL EQUIPMENT FURNISHED BY THIS CONTRACTOR.

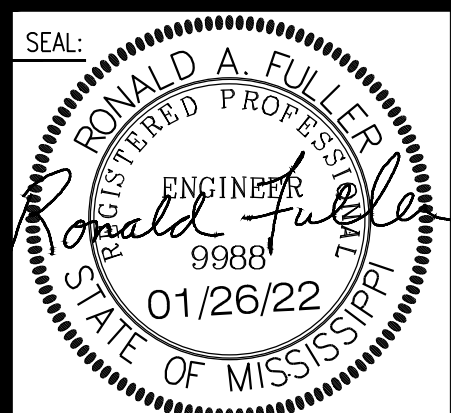
REVISIONS:

△		
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PROJECT #:	26038.01
DATE:	OCT 14, 2021
DRAWN BY:	PFI
DESIGNER:	PFI
CHECKED BY:	PFI

Pickering
Pickering Firm of Mississippi, P.C.
Thomas R. McConnell, Architect
2446 Caffery Street, Suite 2A
Hermantown, MS 39022
662.363.3346

HARBOUR POINTE
OFFICE BUILDING
HARBOUR POINTE CROSSING
RIDGELAND, MISSISSIPPI



SHEET NUMBER:

E-010

DESCRIPTION:
PHOTOMETRIC AREA PLAN

D

C

B

A

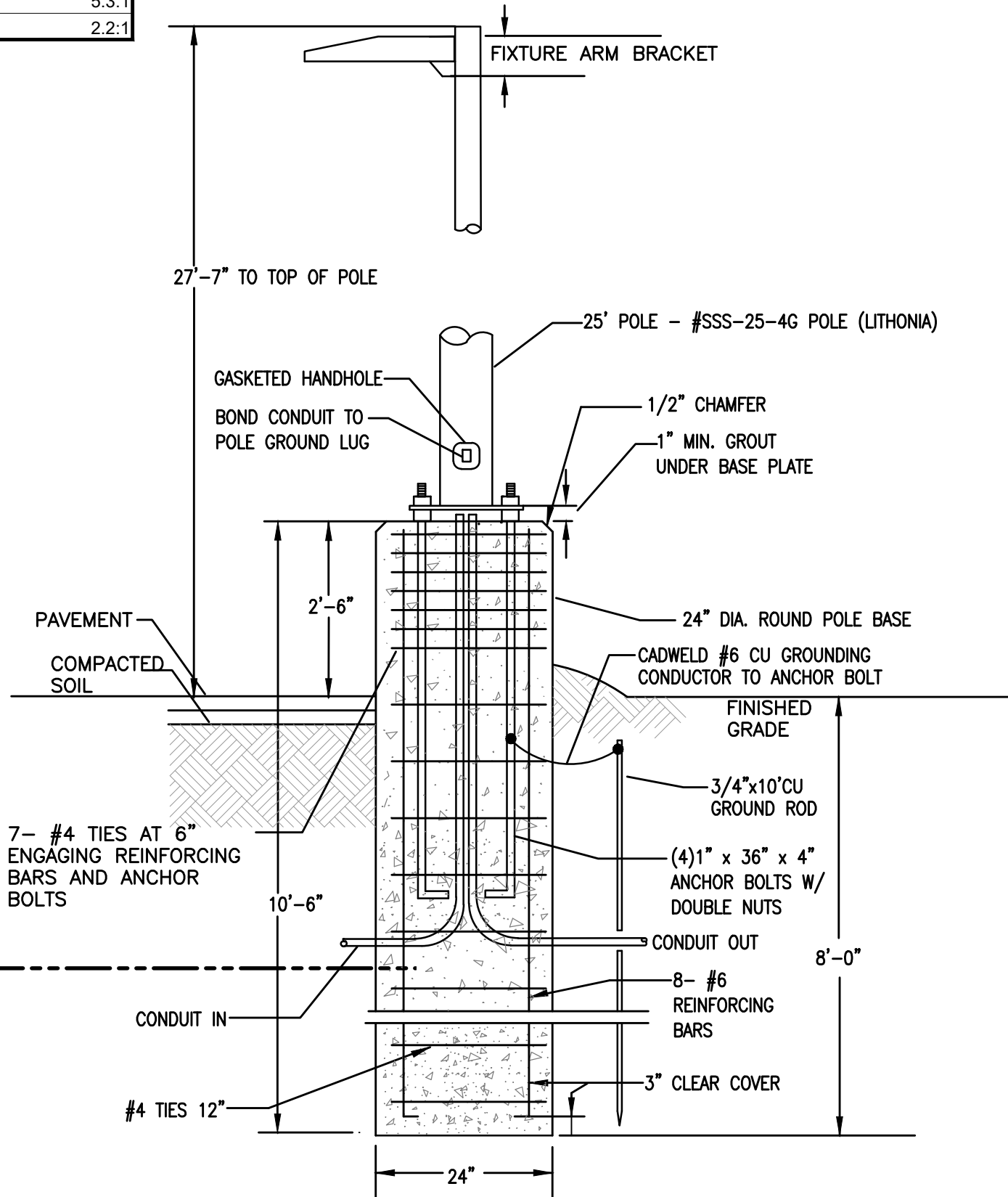
LUMINAIRE SCHEDULE									
Symbol	Label	Qty	Catalog Number	Description	Lamp	File	Lumens	LLF	Watts
	3HS	8	RSX1-LED-P3-40K-R3-HS-SPA	RSX AREA LUMINAIRE	4000K LED	RSX1-LED-P3-40K-R3-HS.ies	Absolute	.89	110

NOTE:

1. THE FINISH FOR THE FIXTURE AND POLE SHALL BE DARK BRONZE OR BLACK TO MATCH OTHER EXISTING FIXTURES ON OTHER SITES IN THE DEVELOPMENT.

PARKING SURFACE PHOTOMETRICS	
AVERAGE	2FC
MAXIMUM	4.8FC
MINIMUM	0.9FC*
MAX/MIN	5.3:1
UNIFORMITY RATIO	2.2:1

*WITH LLF 0.89



GENERAL NOTES

1. PROVIDE A CONCRETE BASE FOR EACH NEW LIGHTING POLE. SEE THIS SHEET FOR TYPICAL LIGHT POLE ANCHOR BASE DETAIL.
2. ALL SITE LIGHTING SHALL BE WIRED AT 208V U.O.I.
3. PROVIDE ASSOCIATED LIGHTING FIXTURE HARDWARE AS REQ'D TO MOUNT FIXTURES.

SHEET KEYNOTES

1. RUN NEW EXTERIOR SITE LIGHTING CIRCUIT FROM HOUSE PANEL AS REQ'D. CIRCUIT AS INDICATED AND CONNECT TO LIGHTING CONTROL PANEL. 3#10 -3/4"C.
2. SEE SHEET E-140 FOR EXTERIOR LIGHTING MOUNTED TO THE BUILDING AND ADDITIONAL DETAIL.
3. UTILITY SWITCHING CABINET.
4. (2)4" PVC SCHEDULE 40 UNDERGROUND CONDUITS WITH PULL LINES FOR UTILITY PRIMARY CABLE. COORDINATE EXACT REQ'S WITH THE UTILITY. ELBOWS AT THE SWITCHING CABINET AND TRANSFORMER SHALL BE PVC COATED RIGID STEEL.
5. UTILITY PAD MOUNTED TRANSFORMER. PROVIDE THE CONCRETE PAD. COORDINATE THE EXACT LOCATION AND CONCRETE PAD REQ'S WITH THE UTILITY.
6. UNDERGROUND SECONDARY LATERALS TO THE DISCONNECTS ON THE BUILDING. SEE SHEET E-130 FOR SIZE.
7. SERVICE DISCONNECT POINTS. SEE SHEET E-130.
8. (2)4" PVC SCHEDULE 40 UNDERGROUND CONDUITS WITH PULL LINES TO THE EXISTING FIBER OPTIC BOX FOR TELEPHONE AND DATA SERVICE. COORDINATE EXACT REQ'S WITH THE PROVIDER. SEE SHEET E-130 FOR TERMINATION AT THE BUILDING.

NOTES:

1. PROVIDE FUSEHOLDER IN HANDHOLE OF POLE SECURE HANDHOLE COVER. FUSEHOLDER SHALL BE BUSSMAN "TRON" No. HEB-JK RYC WITH WEATHERPROOF BOOT AND 20 AMP "KTK" FUSE FOR EACH UNGROUNDED CONDUCTOR. SECURELY TAPE OVER COMPLETE HOLDER TO INSULATE FROM METAL PARTS.
2. PROVIDE #12 AWG INSULATED WIRING FROM FUSEHOLDER TO FIXTURE. PROVIDE #12 GROUND FROM POLE BASE GROUND LUG TO FIXTURE HOUSING AND GROUND METAL PARTS.
3. PERMANENT WEATHERPROOF LABELS SHALL IDENTIFY ALL ELECTRICAL EQUIPMENT FURNISHED BY THIS CONTRACTOR.



REVISIONS:

PROJECT #: 26038.01

DATE: OCT 14, 2021

DRAWN BY: PFI

DESIGNER: PFI

CHECKED BY: PFI



HARBOUR POINTE
OFFICE BUILDING
HARBOUR POINTE CROSSING
RIDGELAND, MISSISSIPPI



SHEET NUMBER:

E-100

DESCRIPTION:
PARTIAL ELECTRICAL
SITE PLAN

A

B

C

D

CIVIL CONSTRUCTION DRAWINGS
FOR

Harbour Pt. Office Building

Ridgeland, Mississippi

HARBOUR POINTE CROSSING
RIDGELAND, MS 39157

SYMBOL LEGEND

- POWER POLE
- LIGHT POLE
- FIBER OPTIC MARKER
- TELEPHONE PEDESTAL
- GAS MARKER
- GAS HOOK UP
- GAS METER
- DRAINAGE MANHOLE
- CURB INLET (SS-2)
- GRATE INLET (SS-3)
- CLEAN OUT
- SANITARY SEWER MANHOLE
- WATER VALVE
- WATER METER
- FIRE HYDRANT
- WATER MANHOLE
- IRRIGATION CONTROL VALVE
- WATER FAUCET
- POWER METER
- FLOW ARROW
- FOUND IRON PIN

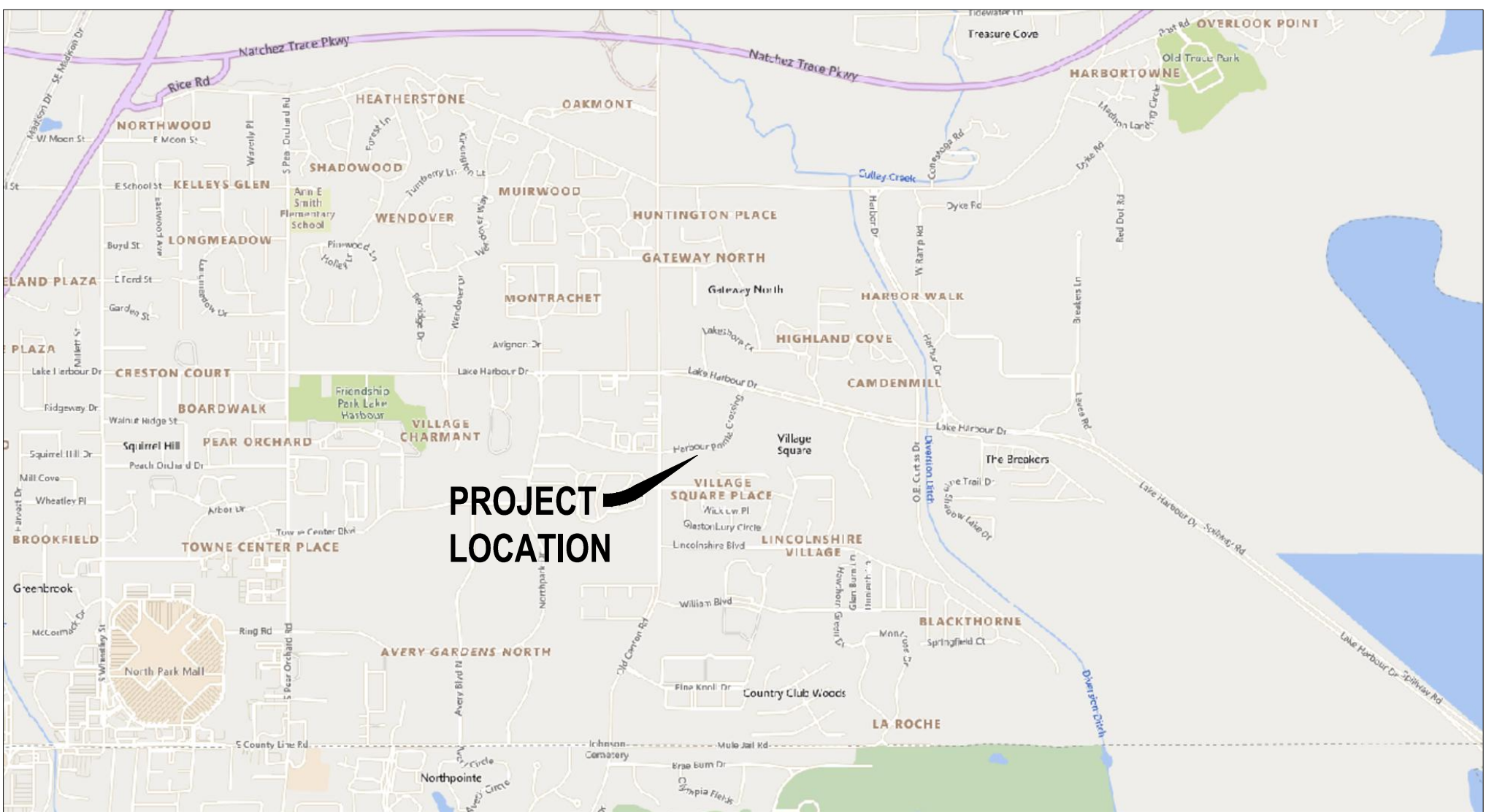
ABBREVIATIONS

- EP EDGE OF PAVEMENT
- R.O.W. RIGHT OF WAY
- C CENTERLINE
- RCP REINFORCED CONCRETE PIPE
- CONC. CONCRETE
- CMP CORRUGATED METAL PIPE
- HDPE HIGH DENSITY POLYETHYLENE
- DRAINAGE PIPE
- R SUBJECT PROPERTY LINE
- TC TOP OF CURB
- BC BOTTOM OF CURB
- POB POINT OF BEGINNING
- HANDICAP PARKING/ACCESS
- MIN MINIMUM
- TYP TYPICAL
- EXIST EXISTING
- INT INTERSECTION
- ME MATCH EXISTING
- SW SIDEWALK
- BR BOTTOM OF RAMP
- TR TOP OF RAMP
- GRND GROUND
- PVMT PAVEMENT

LINE LEGEND

- EXISTING OVERHEAD ELECTRIC LINES
- EXISTING UNDERGROUND ELECTRIC LINES
- EXISTING GAS LINE
- EXISTING WATER LINE
- EXISTING SANITARY SEWER LINE
- EXISTING FORCE MAIN
- EXISTING OVERHEAD TELEPHONE LINE
- EXISTING UNDERGROUND TELEPHONE LINE
- EXISTING UNDERGROUND FIBER OPTIC
- EXISTING DRAINAGE/STORM SEWER LINE
- OVERHEAD ELECTRIC LINES
- UNDERGROUND ELECTRIC LINES
- GAS LINE
- IRRIGATION LINE
- 1.5" WATER LINE
- 2" WATER LINE
- 4" WATER LINE
- 6" WATER LINE
- 8" WATER LINE
- 12" WATER LINE
- 6" SANITARY SEWER LINE
- 8" SANITARY SEWER LINE
- OVERHEAD TELEPHONE LINE
- UNDERGROUND TELEPHONE LINE
- DRAINAGE/STORM SEWER LINE
- SILT FENCE
- TOP OF DETENTION POND
- STORM WATER QUALITY SWALE
- SUBJECT PROPERTY
- LOT LINE
- RIGHT-OF-WAY
- PROPERTY LINE
- EXISTING 1' CONTOUR
- EXISTING 5' CONTOUR
- PROPOSED 1' CONTOUR
- PROPOSED 5' CONTOUR

NOTE: ALL SYMBOLS, ABBREVIATIONS, OR LINESYLES DO NOT NECESSARILY APPEAR ON DRAWING(S). USE ONLY AS APPLICABLE.



VICINITY MAP

1"=2000'

SCHEDULE OF DRAWINGS

SHEET	TITLE
C0.0	Cover Sheet
1of1	Preliminary Master Plan
C1.0	Existing Conditions and Demolition Plan
C2.0	General Notes
C3.0	Site Plan
C4.0	Grading and Drainage Plan
C4.1	Spot Elevation Plan
C5.0	Erosion Control
C6.0	Utility Plan
C7.0	Paving Plan
C8.0	Construction Details-Site
C8.1	Construction Details-Sanitary Sewer
C8.2	Construction Details-Water
C8.3	Construction Details-Erosion Control
SS-3	Storm Sewer Structure Type SS-3

REVISIONS:

PROJECT #: 26038.01

DATE: 11-16-21

DRAWN BY: JJ

DESIGNER: JJ

CHECKED BY: JJ

Pickering
Pickering Firm, Inc.
Facility Design • Civil Engineering • Surveying •
Transportation • Natural Resource Resources
200 Highway 90, Suite 201
Flowood, MS 39232
601.956.3663

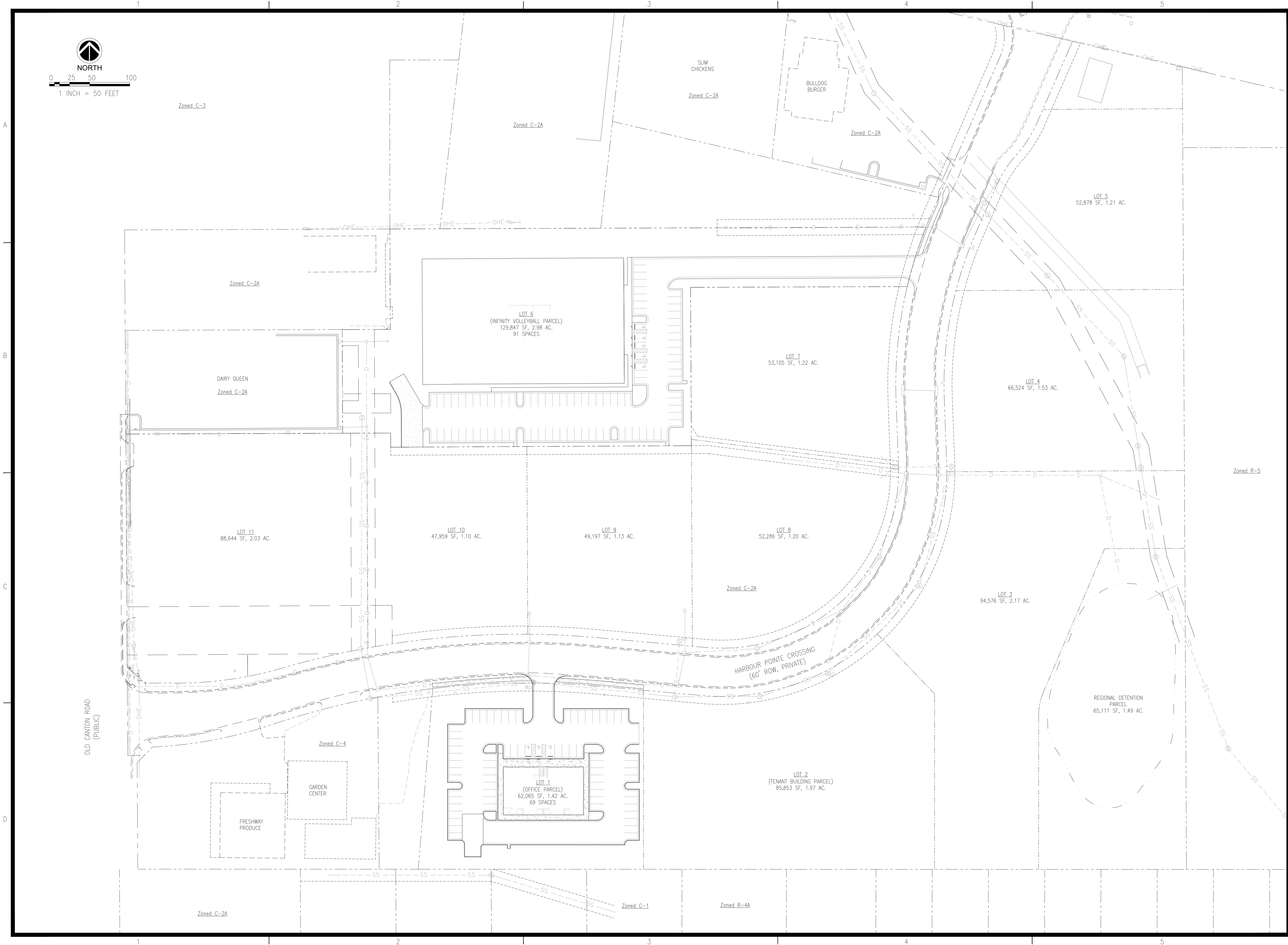
Harbour Pt. Office Building
Ridgeland, Mississippi



SHEET NUMBER:

C0.0

DESCRIPTION:
Cover Sheet



REVISIONS:

△		
△		
△		
△		

PROJECT #:

26038.00

DATE:

10-13-2021

DRAWN BY:

JB

DESIGNER:

JJ

CHECKED BY:

JJ

 **Pickering**

Pickering Firm, Inc.
Facility Design • Civil Engineering • Surveying •
Transportation • Natural / Water Resources
2001 Airport Road / Suite 201
Flowood, MS 38932
601.956.3663

HARBOUR POINTE
Ridgeland, Mississippi

SEAL:

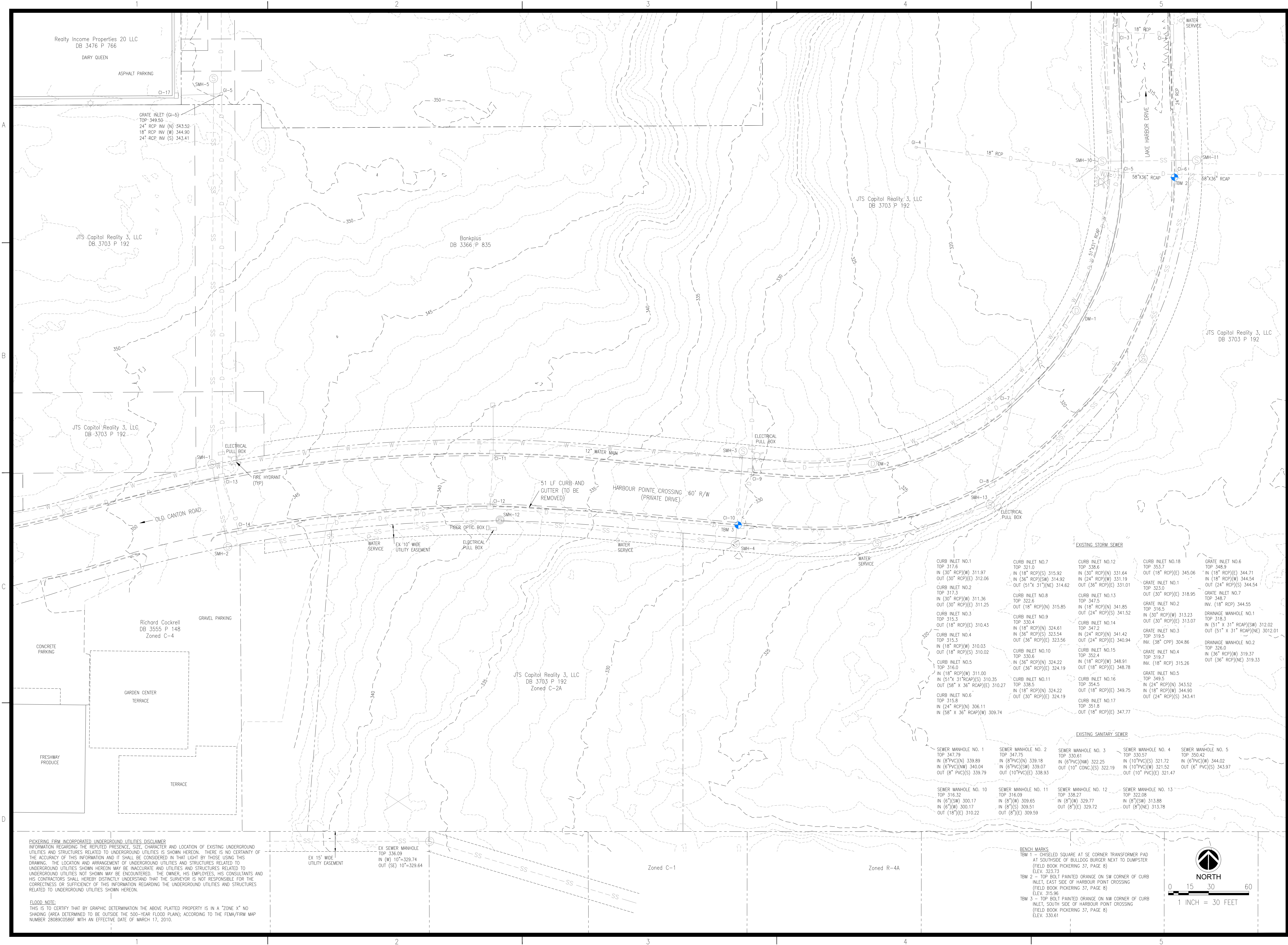


SHEET NUMBER:

1 of 1

DESCRIPTION:

Preliminary Master Plan



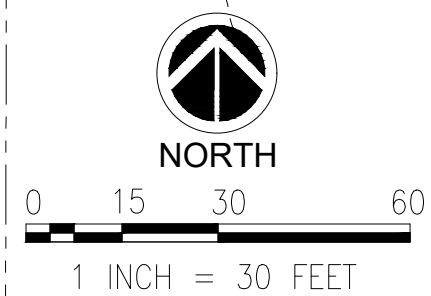
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INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES RELATED TO UNDERGROUND UTILITIES IS SHOWN HEREON. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES RELATED TO UNDERGROUND UTILITIES SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURES RELATED TO UNDERGROUND UTILITIES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS AND HIS CONTRACTORS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION REGARDING THE UNDERGROUND UTILITIES AND STRUCTURES RELATED TO UNDERGROUND UTILITIES SHOWN HEREON.

FLOOD NOTE:
THIS IS TO CERTIFY THAT BY GRAPHIC DETERMINATION THE ABOVE PLATTED PROPERTY IS IN A "ZONE X" NO SHADING (AREA DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN); ACCORDING TO THE FEMA/FIRM MAP NUMBER 28089C0586F WITH AN EFFECTIVE DATE OF MARCH 17, 2010.

EX 15' WIDE
UTILITY EASEMENT
EX SEWER MANHOLE
TOP 336.09
IN (W) 10"=329.74
OUT (SE) 10"=329.64

CURB INLET NO.1 TOP 317.6 IN (30" RCP)(W) 311.97 OUT (30" RCP)(E) 312.06 CURB INLET NO.2 TOP 317.3 IN (30" RCP)(W) 311.36 OUT (30" RCP)(E) 311.25 CURB INLET NO.3 TOP 315.3 OUT (18" RCP)(E) 310.43 CURB INLET NO.4 TOP 315.3 IN (18" RCP)(W) 310.03 OUT (18" RCP)(S) 310.02 CURB INLET NO.5 TOP 316.0 IN (18" RCP)(W) 311.00 IN (51" X 31" RCP)(S) 310.35 OUT (58" X 36" RCP)(E) 310.27 CURB INLET NO.6 TOP 315.8 IN (24" RCP)(N) 306.11 IN (58" X 36" RCP)(W) 309.74	CURB INLET NO.7 TOP 321.0 IN (18" RCP)(S) 315.92 IN (36" RCP)(SW) 314.92 OUT (51" X 31" NE) 314.62 CURB INLET NO.8 TOP 317.3 IN (30" RCP)(N) 311.85 OUT (18" RCP)(N) 315.85 CURB INLET NO.9 TOP 330.4 IN (18" RCP)(N) 324.61 IN (36" RCP)(S) 323.54 OUT (36" RCP)(E) 323.56 CURB INLET NO.10 TOP 330.6 IN (18" RCP)(W) 348.91 OUT (36" RCP)(E) 324.19 CURB INLET NO.11 TOP 338.5 IN (18" RCP)(N) 324.22 OUT (30" RCP)(E) 324.19 CURB INLET NO.12 TOP 338.6 IN (30" RCP)(N) 331.64 IN (24" RCP)(SW) 331.19 OUT (36" RCP)(E) 331.01 CURB INLET NO.13 TOP 347.5 IN (18" RCP)(N) 341.85 OUT (24" RCP)(S) 341.52 CURB INLET NO.14 TOP 347.2 IN (24" RCP)(N) 341.42 OUT (24" RCP)(E) 340.94 CURB INLET NO.15 TOP 352.4 IN (18" RCP)(W) 348.91 OUT (18" RCP)(E) 348.78 CURB INLET NO.16 TOP 354.5 OUT (18" RCP)(E) 349.75 CURB INLET NO.17 TOP 351.8 OUT (18" RCP)(E) 347.77	CURB INLET NO.12 TOP 338.6 IN (30" RCP)(N) 331.64 IN (24" RCP)(SW) 331.19 OUT (36" RCP)(E) 331.01 CURB INLET NO.13 TOP 347.5 IN (18" RCP)(N) 341.85 OUT (24" RCP)(S) 341.52 CURB INLET NO.14 TOP 347.2 IN (24" RCP)(N) 341.42 OUT (24" RCP)(E) 340.94 CURB INLET NO.15 TOP 352.4 IN (18" RCP)(W) 348.91 OUT (18" RCP)(E) 348.78 CURB INLET NO.16 TOP 354.5 OUT (18" RCP)(E) 349.75 CURB INLET NO.17 TOP 351.8 OUT (18" RCP)(E) 347.77	CURB INLET NO.18 TOP 353.7 OUT (18" RCP)(E) 345.06 GRATE INLET NO.1 TOP 323.0 OUT (30" RCP)(E) 318.95 GRATE INLET NO.2 TOP 316.5 IN (30" RCP)(W) 313.23 OUT (30" RCP)(E) 313.07 GRATE INLET NO.3 TOP 319.5 INV. (38" COP) 304.86 GRATE INLET NO.4 TOP 319.7 INV. (18" RCP) 315.26 GRATE INLET NO.5 TOP 349.5 IN (24" RCP)(N) 343.52 IN (18" RCP)(W) 344.90 OUT (24" RCP)(S) 343.41	GRATE INLET NO.6 TOP 348.9 IN (18" RCP)(E) 344.71 IN (18" RCP)(W) 344.54 OUT (24" RCP)(S) 344.54 GRATE INLET NO.7 TOP 348.7 INV. (18" RCP) 344.55 DRAINAGE MANHOLE NO.1 TOP 318.3 IN (51" X 31" RCP)(SW) 312.02 OUT (51" X 31" RCP)(NE) 3012.01 DRAINAGE MANHOLE NO.2 TOP 326.0 IN (36" RCP)(W) 319.37 OUT (36" RCP)(NE) 319.33
SEWER MANHOLE NO. 1 TOP 347.79 IN (8" PVC)(N) 339.89 IN (6" PVC)(NW) 340.04 OUT (8" PVC)(S) 339.79	SEWER MANHOLE NO. 2 TOP 347.75 IN (8" PVC)(N) 339.18 IN (6" PVC)(SW) 339.07 OUT (10" CONC.)(S) 339.93	SEWER MANHOLE NO. 3 TOP 330.61 IN (6" PVC)(NW) 322.25 OUT (10" CONC.)(S) 322.19	SEWER MANHOLE NO. 4 TOP 330.57 IN (8" PVC)(N) 321.72 IN (10" PVC)(W) 321.52 OUT (10" PVC)(E) 321.47	SEWER MANHOLE NO. 5 TOP 350.42 IN (6" PVC)(W) 344.02 OUT (6" PVC)(S) 343.97
SEWER MANHOLE NO. 10 TOP 316.32 IN (6" SW) 300.17 IN (6" W) 300.17 OUT (18" E) 310.22	SEWER MANHOLE NO. 11 TOP 316.09 IN (8" W) 309.65 IN (8" S) 309.51 OUT (8" E) 309.59	SEWER MANHOLE NO. 12 TOP 338.27 IN (8" W) 329.77 OUT (8" E) 329.72	SEWER MANHOLE NO. 13 TOP 322.08 IN (8" SW) 313.88 OUT (8" NE) 313.78	

BENCH MARKS
TEM 1 - CHISELED SQUARE AT SE CORNER TRANSFORMER PAD
AT SOUTHSIDE OF BULLDOG BURGER NEXT TO DUMPSTER
(FIELD BOOK PICKERING 37, PAGE 8)
ELEV. 323.73
TEM 2 - TOP BOLT PAINTED ORANGE ON SW CORNER OF CURB
INLET, EAST SIDE OF HARBOUR POINT CROSSING
(FIELD BOOK PICKERING 37, PAGE 8)
ELEV. 315.96
TEM 3 - TOP BOLT PAINTED ORANGE ON NW CORNER OF CURB
INLET, SOUTH SIDE OF HARBOUR POINT CROSSING
(FIELD BOOK PICKERING 37, PAGE 8)
ELEV. 330.61



REVISIONS:

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PROJECT #:	26038.01
DATE:	11-16-21
DRAWN BY:	JJ
DESIGNER:	JJ
CHECKED BY:	JJ

Pickering
Pickering Firm, Inc.
Facility Design • Civil Engineering • Surveying •
Transportation • Natural Resource Resources
2000 Highway 201
Flowood, MS 39232
601.956.3663

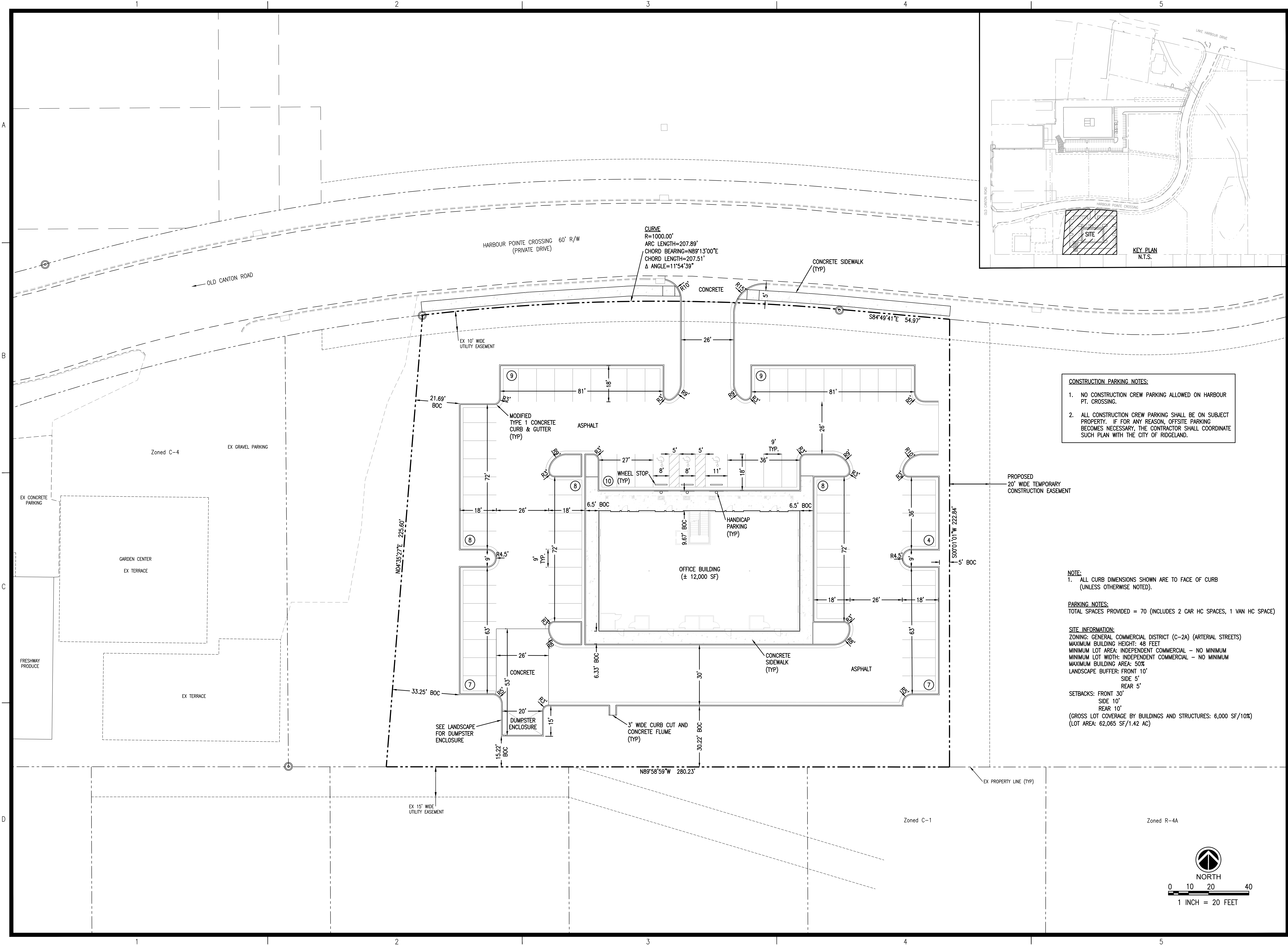
Harbour Pt. Office Building
Ridgeland, Mississippi



SHEET NUMBER:

C1.0

DESCRIPTION:
Existing Conditions and
Demolition Plan



CONSTRUCTION PARKING NOTES:

1. NO CONSTRUCTION CREW PARKING ALLOWED ON HARBOUR PT. CROSSING.
2. ALL CONSTRUCTION CREW PARKING SHALL BE ON SUBJECT PROPERTY. IF FOR ANY REASON, OFFSITE PARKING BECOMES NECESSARY, THE CONTRACTOR SHALL COORDINATE SUCH PLAN WITH THE CITY OF RIDGELAND.

NOTE:

1. ALL CURB DIMENSIONS SHOWN ARE TO FACE OF CURB (UNLESS OTHERWISE NOTED).

PARKING NOTES:
TOTAL SPACES PROVIDED = 70 (INCLUDES 2 CAR HC SPACES, 1 VAN HC SPACE)

SITE INFORMATION:
ZONING: GENERAL COMMERCIAL DISTRICT (C-2A) (ARTERIAL STREETS)
MAXIMUM BUILDING HEIGHT: 48 FEET
MINIMUM LOT AREA: INDEPENDENT COMMERCIAL - NO MINIMUM
MINIMUM LOT WIDTH: INDEPENDENT COMMERCIAL - NO MINIMUM
MAXIMUM BUILDING AREA: 50%
LANDSCAPE BUFFER: FRONT 10'
SIDE 5'
REAR 5'
SETBACKS: FRONT 30'
SIDE 10'
REAR 10'
(GROSS LOT COVERAGE BY BUILDINGS AND STRUCTURES: 6,000 SF/10%)
(LOT AREA: 62,065 SF/1.42 AC)

REVISIONS:		
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PROJECT #:	26038.01
DATE:	11-16-21
DRAWN BY:	JJ
DESIGNER:	JJ
CHECKED BY:	JJ

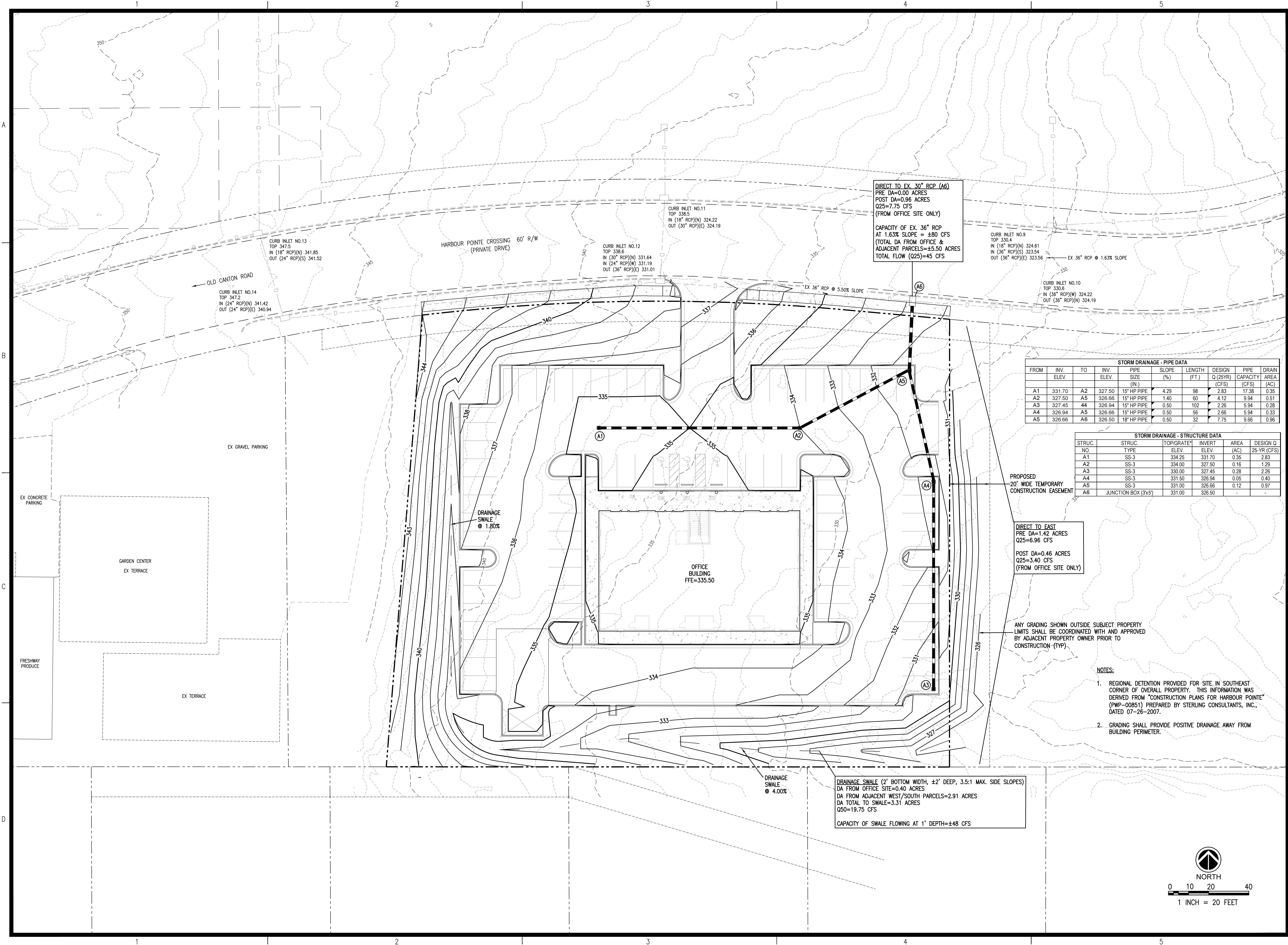
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Transportation • Natural Resource Resources
2000 Highway 101, Suite 201
Flowood, MS 39232
601.956.3663

Harbour Pt. Office Building
Ridgeland, Mississippi



SHEET NUMBER:
C3.0

DESCRIPTION:
Site Plan



REVISIONS:

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PROJECT #:

26038.01

DATE:

11-16-21

DRAWN BY:

JJ

DESIGNER:

JJ

CHECKED BY:

JJ

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Transportation • Natural Resource Resources
200 Woodland Hills Road, Suite 201
Flowood, MS 39232
601.956.3663

Harbour Pt. Office Building

Ridgeland, Mississippi

SEAL:

MONAHAN A. JOHNSON

LICENSED PROFESSIONAL

ENGINEER

2025

11-16-21

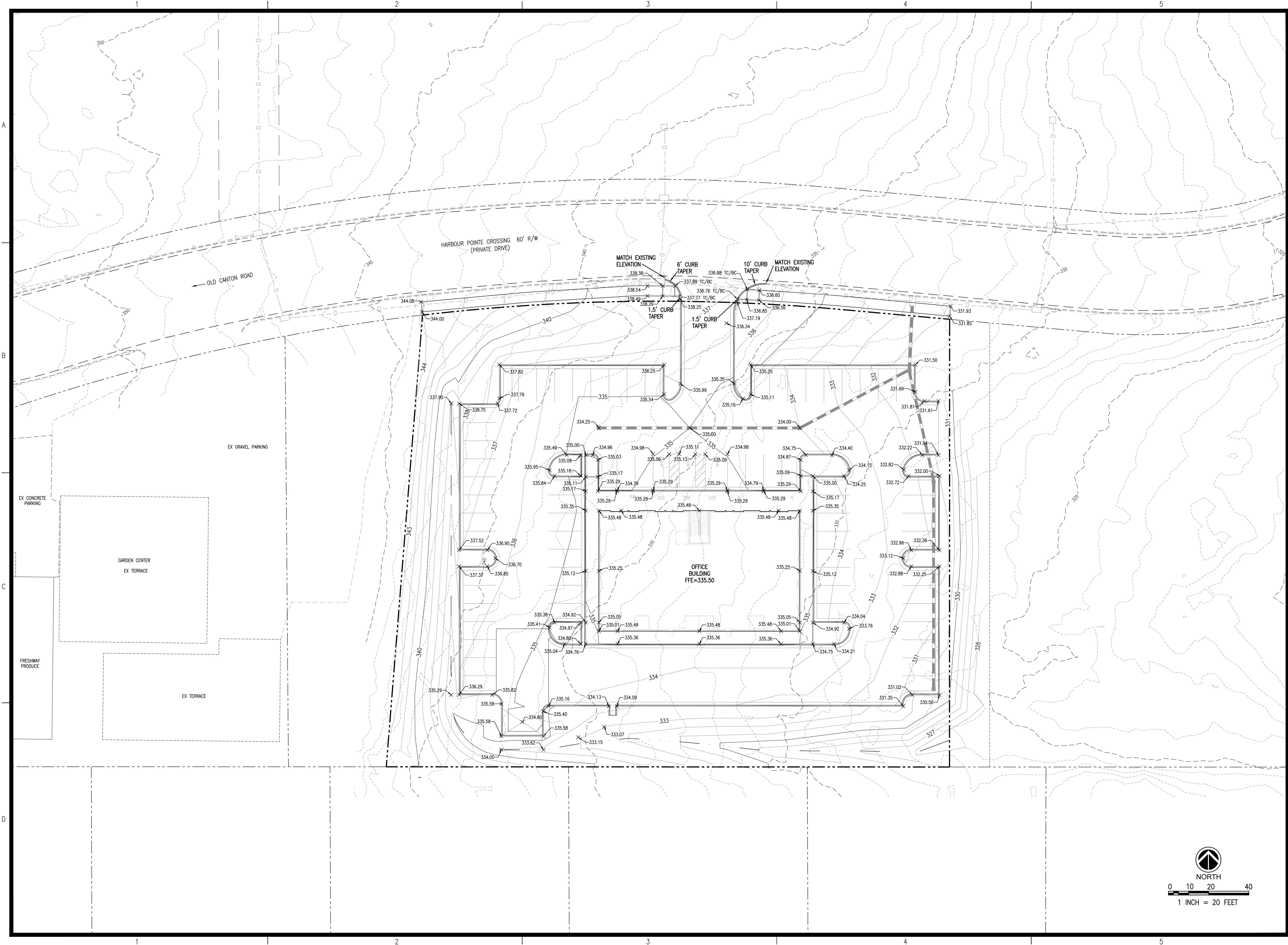
STATE OF MISSISSIPPI

SHEET NUMBER:

C4.0

DESCRIPTION:

Grading & Drainage Plan



REVISIONS:

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PROJECT #:

26038.01

DATE:

11-16-21

DRAWN BY:

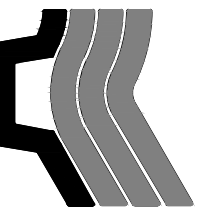
JJ

DESIGNER:

JJ

CHECKED BY:

JJ

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Transportation • Natural & Water Resources
200 Highway 201
Flowood, MS 39232
601.956.3663

Harbour Pt. Office Building

Ridgeland, Mississippi

SEAL:

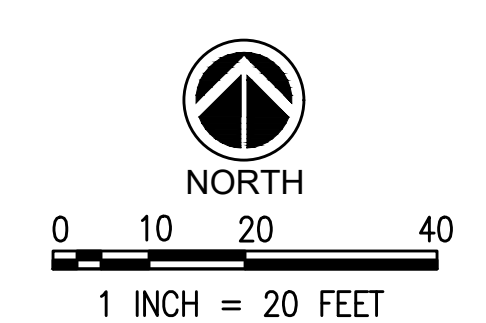


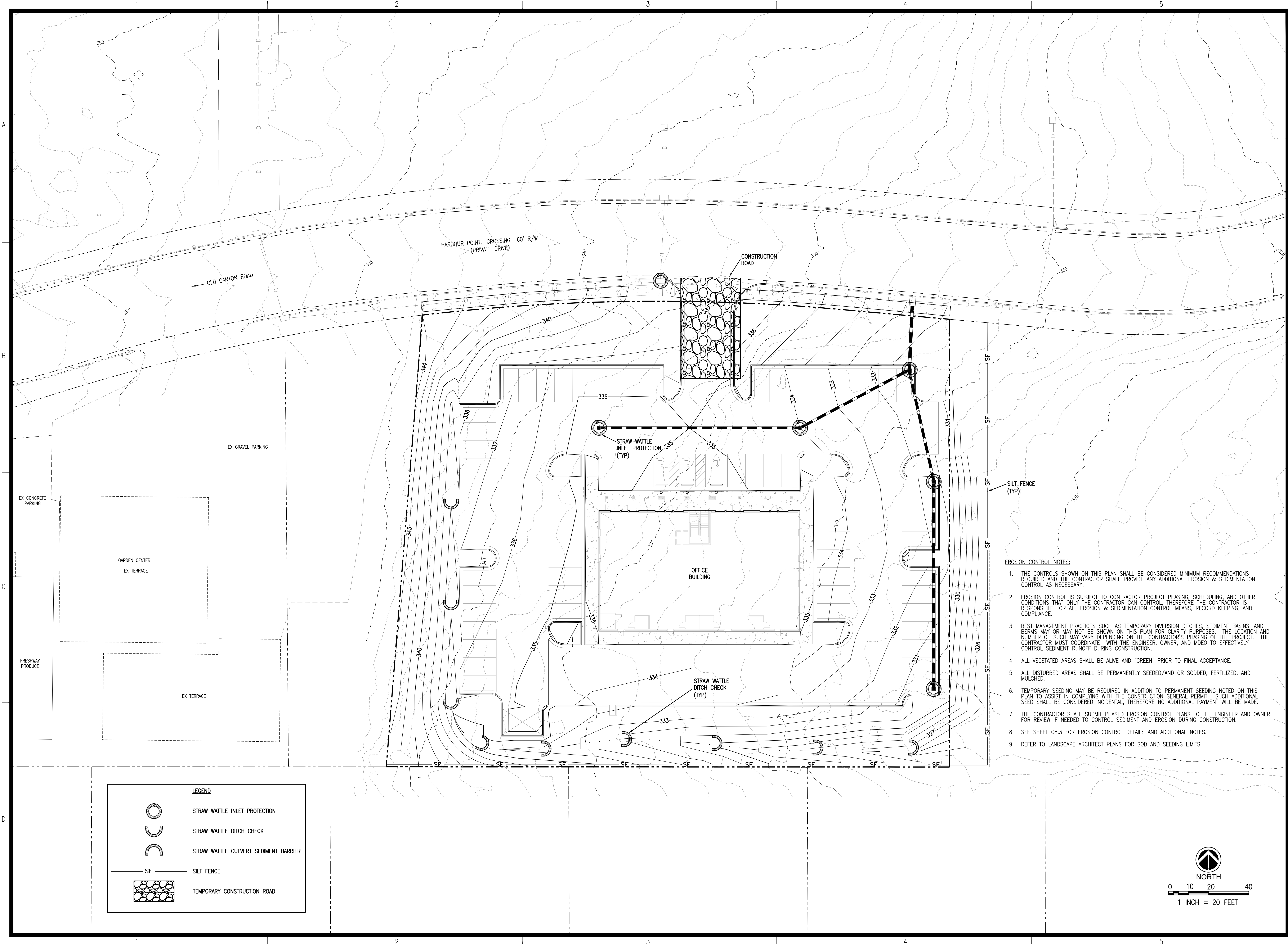
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C4.1

DESCRIPTION:

Spot Elevation Plan

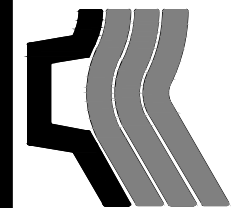




REVISIONS:

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PROJECT #:	26038.01
DATE:	11-16-21
DRAWN BY:	JJ
DESIGNER:	JJ
CHECKED BY:	JJ

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2001 Highway 201, Suite 201
Flowood, MS 39232
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Ridgeland, Mississippi

SEAL:



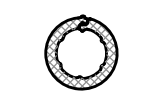
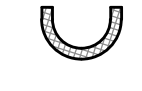
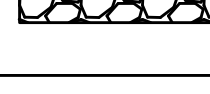
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C5.0

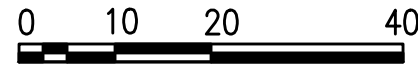
DESCRIPTION:
Erosion Control Plan

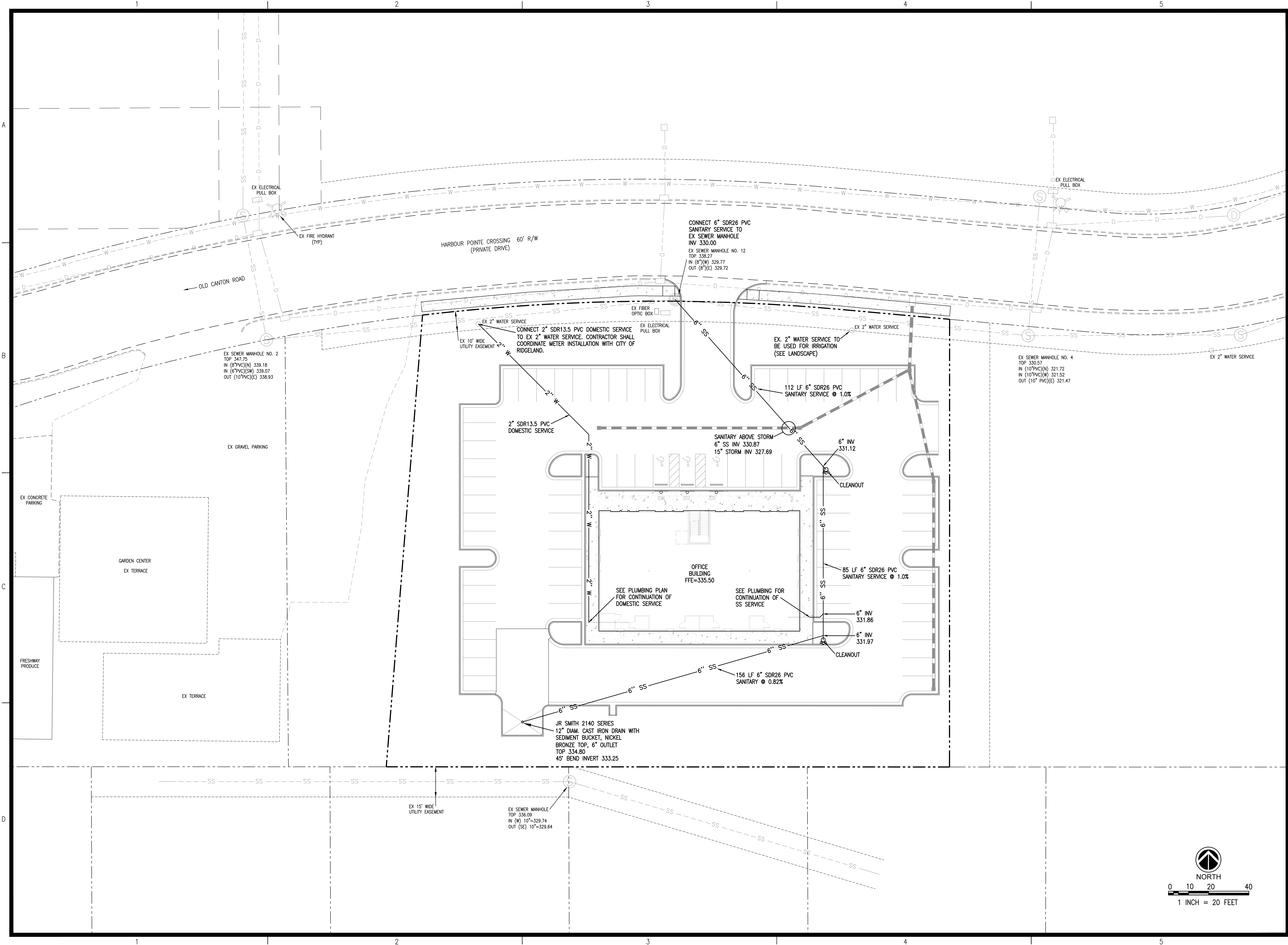
- EROSION CONTROL NOTES:
1. THE CONTROLS SHOWN ON THIS PLAN SHALL BE CONSIDERED MINIMUM RECOMMENDATIONS REQUIRED AND THE CONTRACTOR SHALL PROVIDE ANY ADDITIONAL EROSION & SEDIMENTATION CONTROL AS NECESSARY.
 2. EROSION CONTROL IS SUBJECT TO CONTRACTOR PROJECT PHASING, SCHEDULING, AND OTHER CONDITIONS THAT ONLY THE CONTRACTOR CAN CONTROL, THEREFORE THE CONTRACTOR IS RESPONSIBLE FOR ALL EROSION & SEDIMENTATION CONTROL MEANS, RECORD KEEPING, AND COMPLIANCE.
 3. BEST MANAGEMENT PRACTICES SUCH AS TEMPORARY DIVERSION DITCHES, SEDIMENT BASINS, AND BERMS MAY OR MAY NOT BE SHOWN ON THIS PLAN FOR CLARITY PURPOSES. THE LOCATION AND NUMBER OF SUCH MAY VARY DEPENDING ON THE CONTRACTOR'S PHASING OF THE PROJECT. THE CONTRACTOR MUST COORDINATE WITH THE ENGINEER, OWNER, AND MDEQ TO EFFECTIVELY CONTROL SEDIMENT RUNOFF DURING CONSTRUCTION.
 4. ALL VEGETATED AREAS SHALL BE ALIVE AND "GREEN" PRIOR TO FINAL ACCEPTANCE.
 5. ALL DISTURBED AREAS SHALL BE PERMANENTLY SEEDED/AND OR SODDED, FERTILIZED, AND MULCHED.
 6. TEMPORARY SEEDING MAY BE REQUIRED IN ADDITION TO PERMANENT SEEDING NOTED ON THIS PLAN TO ASSIST IN COMPLYING WITH THE CONSTRUCTION GENERAL PERMIT. SUCH ADDITIONAL SEED SHALL BE CONSIDERED INCIDENTAL, THEREFORE NO ADDITIONAL PAYMENT WILL BE MADE.
 7. THE CONTRACTOR SHALL SUBMIT PHASED EROSION CONTROL PLANS TO THE ENGINEER AND OWNER FOR REVIEW IF NEEDED TO CONTROL SEDIMENT AND EROSION DURING CONSTRUCTION.
 8. SEE SHEET C8.3 FOR EROSION CONTROL DETAILS AND ADDITIONAL NOTES.
 9. REFER TO LANDSCAPE ARCHITECT PLANS FOR SOD AND SEEDING LIMITS.

LEGEND

	STRAW WATTLE INLET PROTECTION
	STRAW WATTLE DITCH CHECK
	STRAW WATTLE CULVERT SEDIMENT BARRIER
	SILT FENCE
	TEMPORARY CONSTRUCTION ROAD


NORTH


1 INCH = 20 FEET



REVISIONS:

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PROJECT #:

26038.01

DATE:

11-16-21

DRAWN BY:

JJ

DESIGNER:

JJ

CHECKED BY:

JJ

Pickering

Pickering Firm, Inc.

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Transportation • Natural Resources
200 Highway 201
Flowood, MS 39232
601.956.3663

Harbour Pt. Office Building

Ridgeland, Mississippi

SEAL:

JOSEPH A. JOHNSON

REGISTERED PROFESSIONAL

ENGINEER

2025

11-16-21

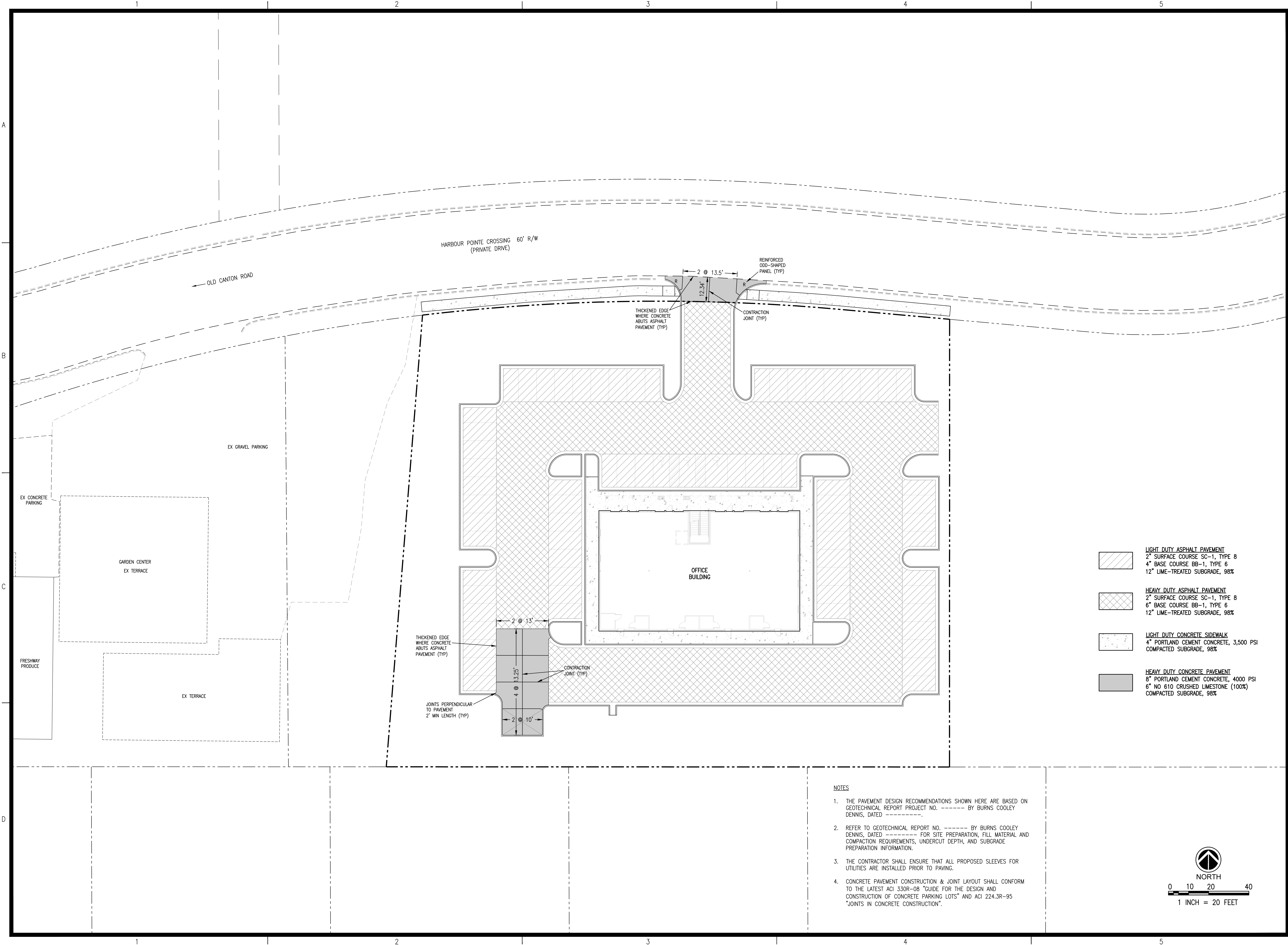
STATE OF MISSISSIPPI

SHEET NUMBER:

C6.0

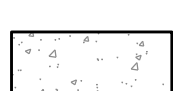
DESCRIPTION:

Utility Plan



- 

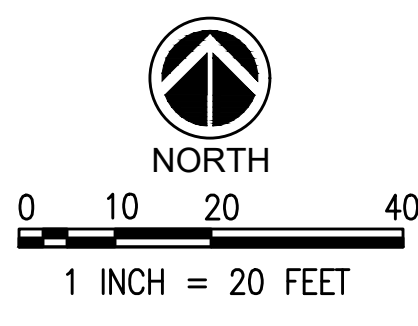
LIGHT DUTY ASPHALT PAVEMENT
2" SURFACE COURSE SC-1, TYPE 8
4" BASE COURSE BB-1, TYPE 6
12" LIME-TREATED SUBGRADE, 98%
- 

HEAVY DUTY ASPHALT PAVEMENT
2" SURFACE COURSE SC-1, TYPE 8
6" BASE COURSE BB-1, TYPE 6
12" LIME-TREATED SUBGRADE, 98%
- 

LIGHT DUTY CONCRETE SIDEWALK
4" PORTLAND CEMENT CONCRETE, 3,500 PSI
COMPACTED SUBGRADE, 98%
- 

HEAVY DUTY CONCRETE PAVEMENT
8" PORTLAND CEMENT CONCRETE, 4000 PSI
6" NO 610 CRUSHED LESTONE (100%)
COMPACTED SUBGRADE, 98%

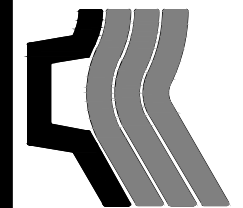
- NOTES**
- THE PAVEMENT DESIGN RECOMMENDATIONS SHOWN HERE ARE BASED ON GEOTECHNICAL REPORT PROJECT NO. ----- BY BURNS COOLEY DENNIS, DATED -----.
 - REFER TO GEOTECHNICAL REPORT NO. ----- BY BURNS COOLEY DENNIS, DATED ----- FOR SITE PREPARATION, FILL MATERIAL AND COMPACTION REQUIREMENTS, UNDERCUT DEPTH, AND SUBGRADE PREPARATION INFORMATION.
 - THE CONTRACTOR SHALL ENSURE THAT ALL PROPOSED SLEEVES FOR UTILITIES ARE INSTALLED PRIOR TO PAVING.
 - CONCRETE PAVEMENT CONSTRUCTION & JOINT LAYOUT SHALL CONFORM TO THE LATEST ACI 330R-08 "GUIDE FOR THE DESIGN AND CONSTRUCTION OF CONCRETE PARKING LOTS" AND ACI 224.3R-95 "JOINTS IN CONCRETE CONSTRUCTION".



REVISIONS: _____

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PROJECT #:	26038.01
DATE:	11-16-21
DRAWN BY:	JJ
DESIGNER:	JJ
CHECKED BY:	JJ



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200 Highway 201
Flowood, MS 39232
601.956.3663

Harbour Pt. Office Building
Ridgeland, Mississippi

SEAL: _____

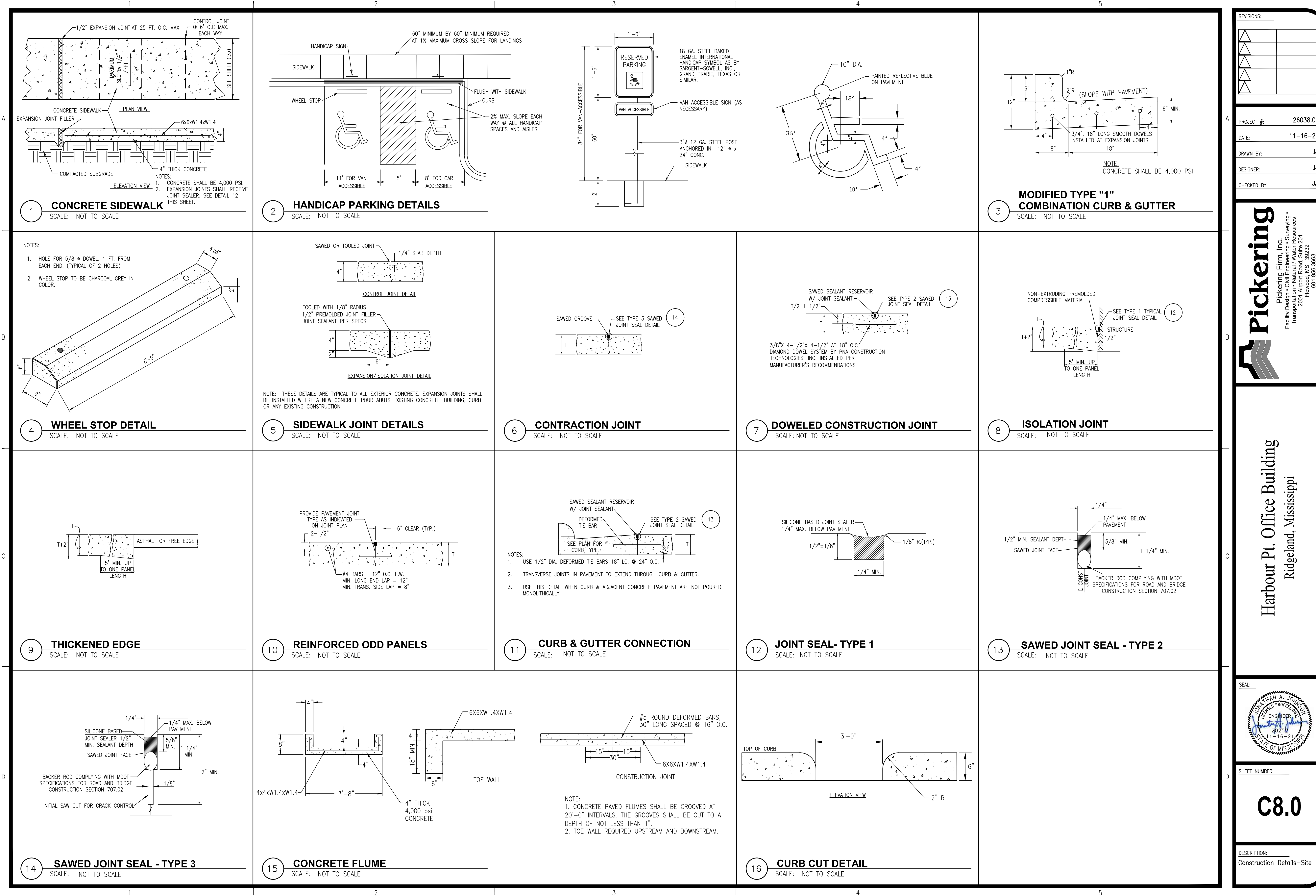


SHEET NUMBER: _____

C7.0

DESCRIPTION: _____

Paving Plan



REVISIONS:

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PROJECT #: 26038.01

DATE: 11-16-21

DRAWN BY: JJ

DESIGNER: JJ

CHECKED BY: JJ

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2000 Highway 201
Flowood, MS 39232
601.956.3663

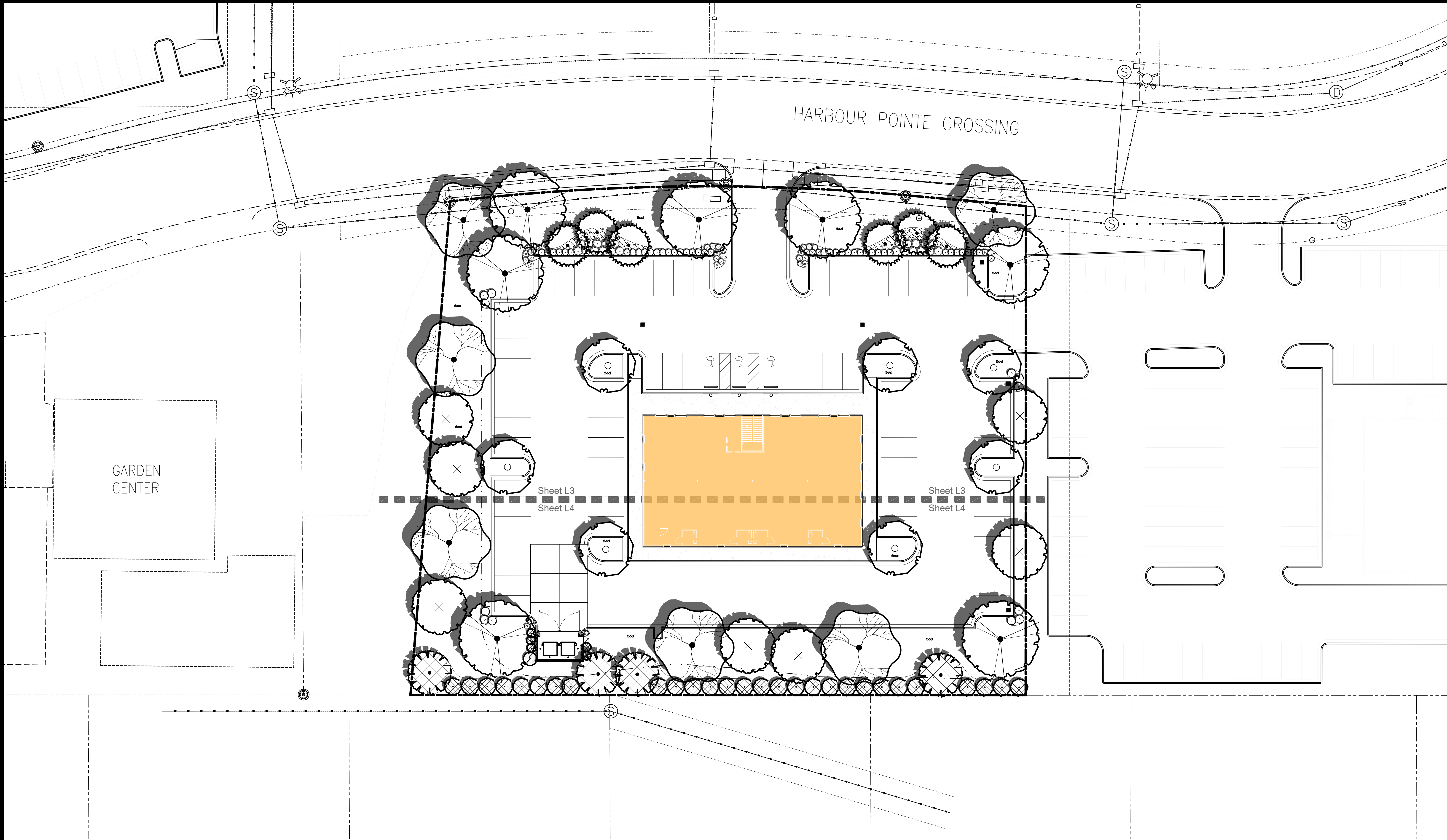
Harbour Pt. Office Building
Ridgeland, Mississippi



SHEET NUMBER:

C8.0

DESCRIPTION:
Construction Details-Site

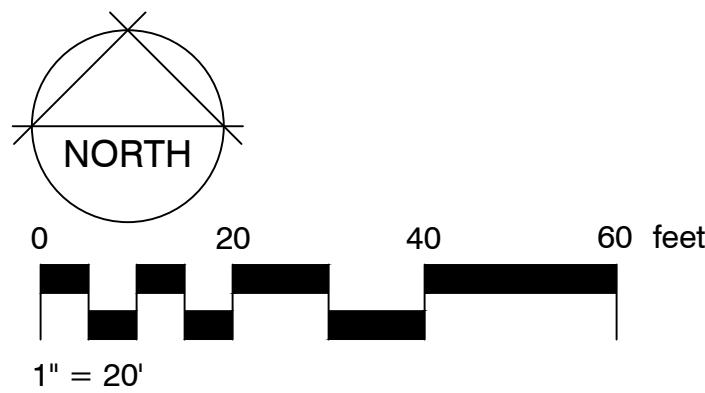


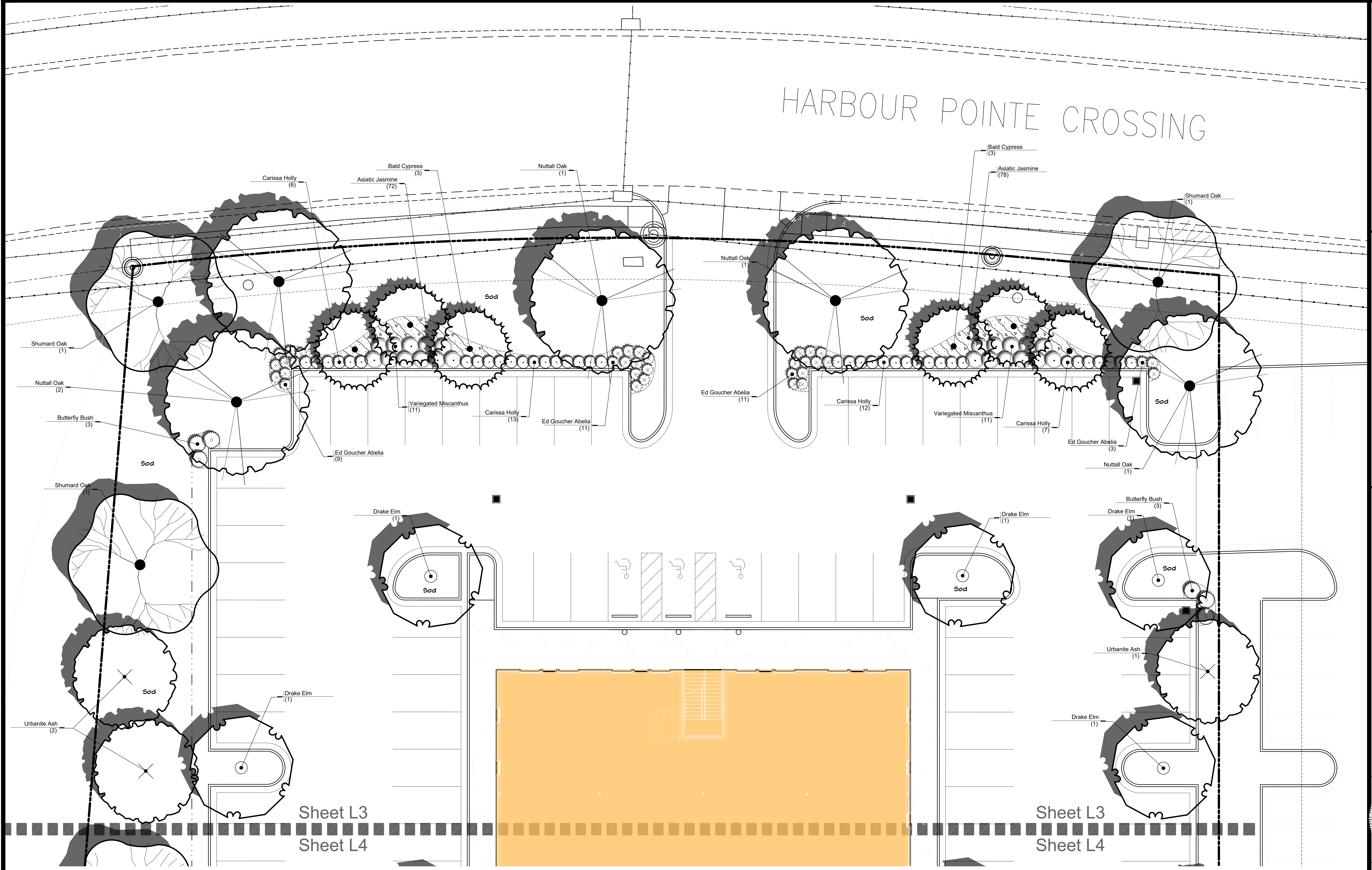
GARDEN
CENTER

HARBOUR POINTE CROSSING

Sheet L3
Sheet L4

Sheet L3
Sheet L4





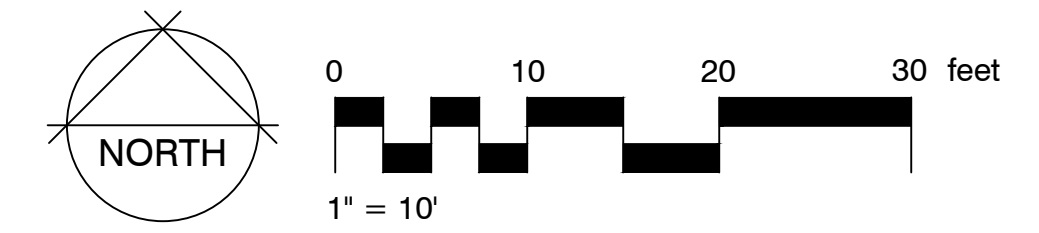
HARBOUR POINTE CROSSING

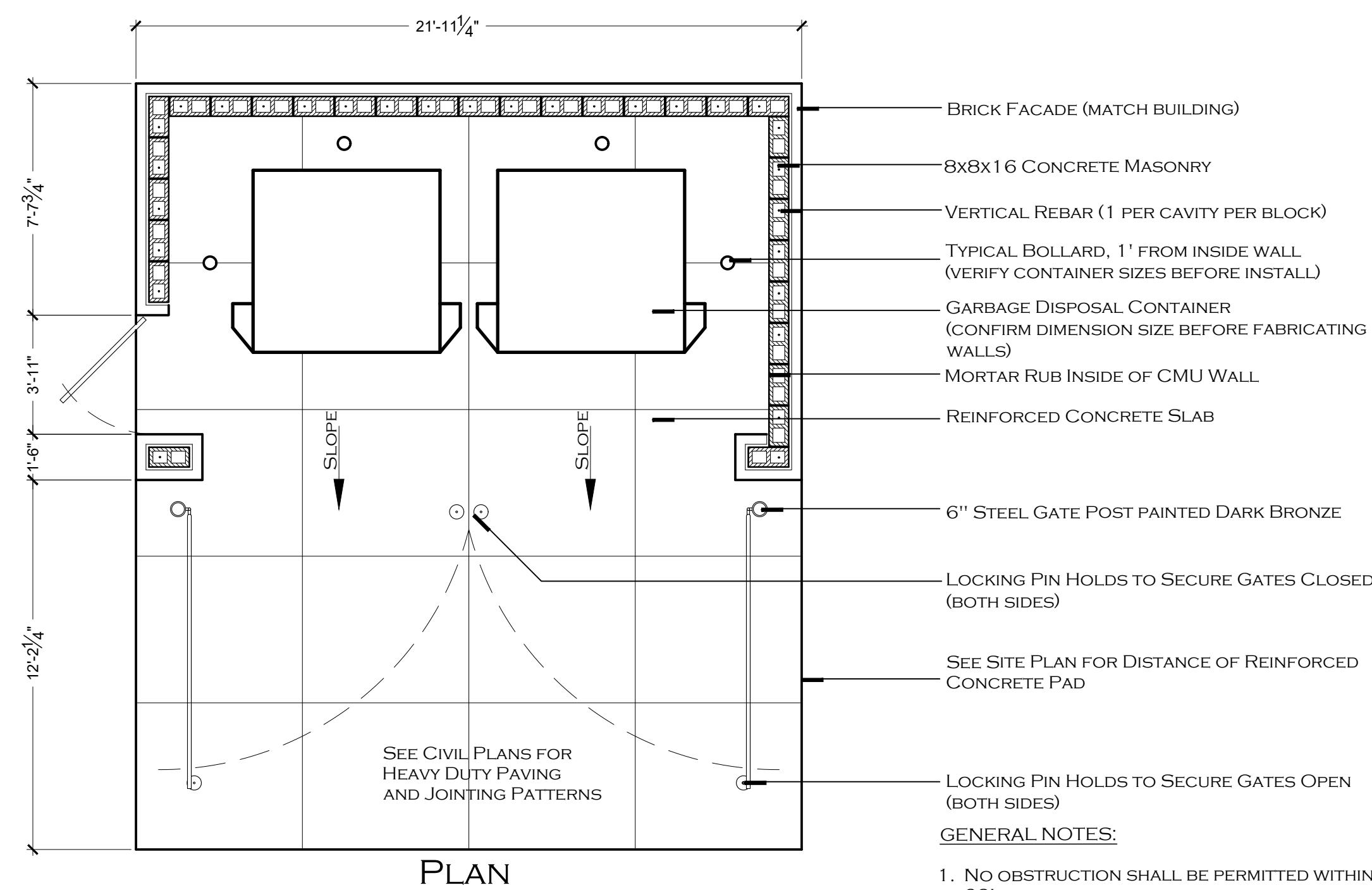
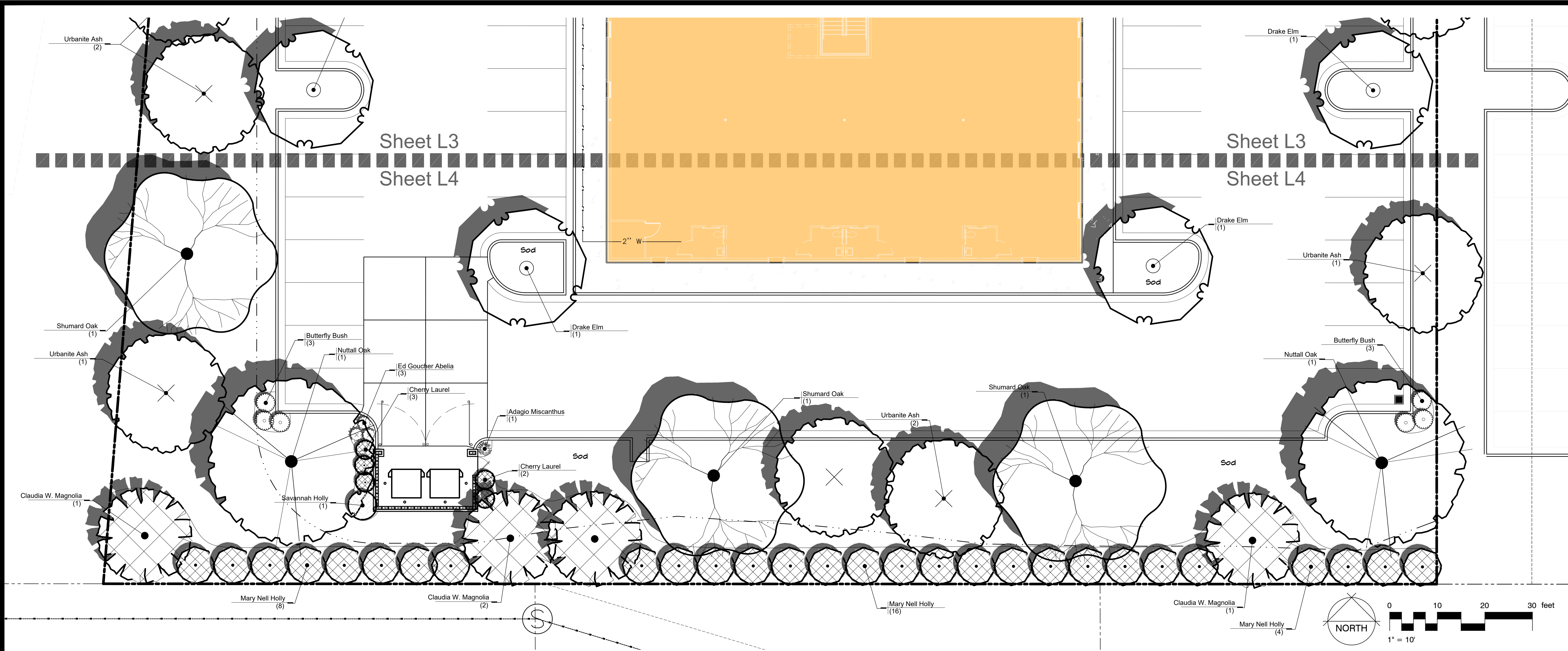
Revisions	2-3-2022- Revisions per City Staff Notes Comments
1	

Landscape Planting Plan
HARBOUR PT. OFFICE BLDG
Harbour Pointe Crossing, Ridgeland, Mississippi



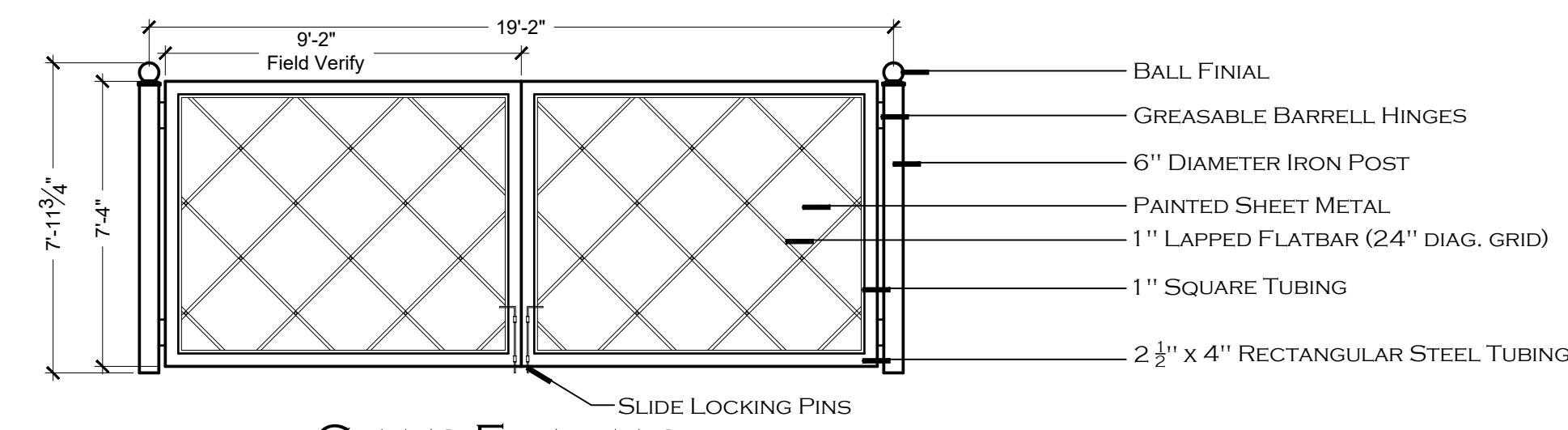
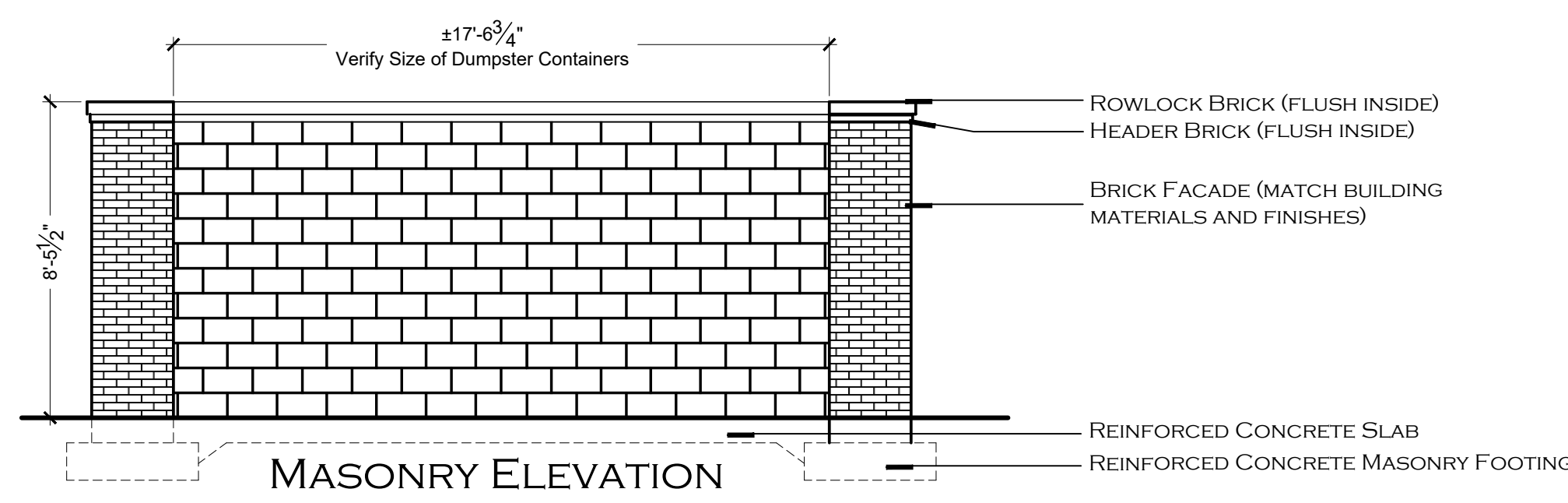
DATE: 11/15/21
DRAWN: AMC.
SHEET:
L3





1 DUMPSTER - DOUBLE
1/4" = 1'-0"

- GENERAL NOTES:
1. NO OBSTRUCTION SHALL BE PERMITTED WITHIN 23' ABOVE DUMPSTER PAD OR ENTRANCE.
 2. ALL METAL TO BE PAINTED DARK BRONZE.



0 4 8 12 feet
1" = 4'

Revisions	2-5-2022-Revisions per City Staff Notes Comments
1	



GENERAL

PRIOR TO SUBMITTING A BID ON THIS PROJECT, THE CONTRACTOR SHALL VISIT THE SITE AND BECOME FAMILIAR WITH THE SITE CONDITIONS AND CONTRAINTS.

THE CONTRACTOR SHALL GIVE ALL NECESSARY NOTICES AND OBTAIN ANY PERMITS.

THE CONTRACTOR SHALL VERIFY THE EXISTANCE OR NON-EXISTANCE OF ALL UTILITIES PRIOR TO INSTALLATION. IF A UTILITY LINE (INCLUDING IRRIGATION AND LIGHTING) IS CUT OR DAMAGED, IT IS THE CONTRACTORS RESPONSIBILITY TO REPAIR IT AT NO COST TO THE OWNER.

PROTECT ALL RIGHT-OF-WAY MARKERS, BENCH MARKS, AND PROPERTY MARKERS. ALL PERMANENT SURVEY POINTS DISTURBED, DAMAGED OR MOVED AS A RESULT OF THE CONTRACTOR'S ACTIVITY SHALL BE ACCURATELY REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.

QUANTITY ESTIMATES HAVE BEEN MADE CAREFULLY BUT THE LANDSCAPE ARCHITECT ASSUMES NO LIABILITY FOR OMISSIONS OR ERRORS. HIS ESTIMATES ARE ONLY AN AID TO CLARIFICATION OF UNITS AND A CHECK FOR THE CONTRACTOR TO COMPARE WITH HIS OWN ESTIMATES. DIFFERENCES WILL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT.

IN THE EVENT OF ANY DISCREPANCIES AND/OR ERRORS IN THE DRAWINGS OR IF PROBLEMS ARE ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL BE REQUIRED TO NOTIFY THE LANDSCAPE ARCHITECT BEFORE PROCEEDING WITH THE WORK.

STAKING/LAYOUT OF PROPOSED FEATURES:

THE STAKING OF THE PLAN ON THE SITE IS THE RESPONSIBILITY OF THE CONTRACTOR. AT THE COMPLETION OF THE STAKING PROCESS THE LANDSCAPE ARCHITECT SHALL BE NOTIFIED TO INSPECT THE LAYOUT OF THE PROPOSED PLANTING. APPROVAL MUST BE RECEIVED FROM THE LANDSCAPE ARCHITECT BEFORE PROCEEDING WITH PLANTING.

PROTECTION OF EXISTING NATURAL FEATURES:

PREVENTING DAMAGE TO EXISTING TREES, VEGETATION AND OTHER NATURAL FEATURES.

NO TRENCHING, GRADING, PRUNING, STORAGE OF MATERIALS OR EQUIPMENT WITHIN THE "DRIPI-LINE" (END OF OVERHANGING BRANCHES) OF ANY TREE SHALL BE PERMITTED WITHOUT APPROVAL BY THE LANDSCAPE ARCHITECT.

EXERCISE EXTREME CARE WHEN WORKING WITHIN THE ROOT AREA OF ANY PLANT MATERIAL. EXCAVATION OF EARTH WHEN TRENCHING, GRADING, REMOVING EXISTING LAWN, AND OTHER EARTH WORK SHALL BE ACCOMPLISHED IN A MANNER WHICH PREVENTS DAMAGE TO TREES. ROOTS EXPOSED DURING THE ABOVE OPERATION SHALL BE WRAPPED IN BURLAP AND KEPT MOIST UNTIL EARTH IS REPLACED.

PLANTING:

MATERIALS AND PRODUCTS:

PLANT MATERIAL SHALL CONFORM TO THE LATEST EDITION OF THE "AMERICAN STANDARD OF NURSERY STOCK". SUBSTITUTION OF SIZE, GRADE, OR SPECIES SHALL BE PERMITTED ONLY BY THE PERMISSION OF THE OWNER OR LANDSCAPE ARCHITECT. PLANTS SHALL HAVE BEEN GROWING UNDER SIMILAR CLIMATIC CONDITIONS AS THOSE ENCOUNTERED ON THIS PROJECT FOR A PERIOD OF AS LEAST TWO YEARS.

TOPSOIL: LANDSCAPE CONTRACTOR SHALL PROVIDE APPROVED TOPSOIL FROM OFF-SITE FOR COMPLETION OF WORK IN THE EVENT SUFFICIENT MATERIAL IS NOT AVAILABLE ON SITE. TOPSOIL SHALL BE FREE OF SUBSOIL, STONES, PLANTS OR THEIR ROOTS OR ANY EXTRANEIOUS MATTER.

SAND: FOR PLANT BEDS AND PIT PLANTINGS SHALL BE CLEAN, SHARP MASONRY SAND.

ORGANIC MATTER: SHALL BE PEAT MOSS OR APPROVED FINELY GROUND PINE BARK MULCH FREE OF WEED SEEDS.

FERTILIZER: AN APPLICATION OF A LANDSCAPE ORNAMENTAL BLEND FOR SHRUBS AND STARTER BLEND FOR TREES AND LAWN. FOLLOW RECOMMENDATIONS OF MANUFACTURER FOR APPLICATION.

PRE-EMERGENT HERBICIDE: A GENERAL APPLICATION OF A COMMERCIAL GRADE PRE-EMERGENT HERBICIDE SHALL BE INCORPORATED INTO ALL PLANTING AREAS PRIOR TO INSTALLATION OF PLANTS. DO NOT APPLY IN LOCATIONS OF ANNUALS.

TOP-DRESSING/MULCH: SHALL BE CLEAN PINE STRAW FREE FROM LEAVES AND OTHER EXTRANEIOUS MATTER. ANY SUBSTITUTIONS MUST BE APPROVED BY LANDSCAPE ARCHITECT.

INSTALLATION:

PLACE PLANTS IN THEIR LOCATION AS SHOWN ON THE PLANTING PLAN FOR INSPECTION AND ADJUSTMENT BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.

PLANTING BEDS SHALL RECEIVE 4-6" OF A SOIL MIX CONSISTING OF 3 PARTS TOPSOIL, 1 PART SAND, 1 PART ORGANIC MATTER, PRE-EMERGENT HERBICIDE. THIS MIXTURE WILL BE ROTO-TILLED TO A MINIMUM OF 8-10" INTO THE EXISTING SOIL.

PRIOR TO THE INSTALLATION OF SOD OR THE SOWING OF SEED, THE EXISTING GRADE IS TO BE LOOSENED TO A DEPTH OF 1"-2" (REMOVE ALL STONES, STICKS, RUBBISH, OR EXTRENOUS MATTER) AND A 1"-2.5" LAYER OF TOPSOIL IS TO BE SPREAD SMOOTH PRIOR TO SEEDING OR SODDING. AFTER INSTALLATION, SOD SHALL BE ROLLED TO A UNIFORM GRADE, AND SEEDED AREAS SHALL BE MULCHED WITH A 2" LAYER OF WHEAT STRAW.

MAINTAIN POSITIVE DRAINAGE AWAY FROM STRUCTURES. TAKE SPECIAL CARE IN INSURE THE BED PREPARATION DOES NOT INHIBIT PROPOSED DRAINAGE. IF DRAINAGE PROBLEMS EXIST PRIOR TO PLANT BED PREPARATION, NOTIFY THE LANDSCAPE ARCHITECT PRIOR TO BEGINNING WORK, OTHERWISE CORRECTING THE PROBLEM WILL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR.

CUT AWAY ROPES OR WIRES FROM BALLED PLANTS.

WARRANTY:

THE LANDSCAPE CONTRACTOR SHALL WARRANTY THE PLANT MATERIAL FOR ONE YEAR UPON COMPLETION AND FINAL ACCEPTANCE OF PLANT INSTALLATION. THIS WARRANTY INCLUDES THE REPLACEMENT OF DEAD OR DYING PLANT MATERIAL, STRAIGHTENING PLANTS WHICH LEAN OR SAG AND ADJUSTMENTS OF PLANTS THAT SETTLE. A PLANT WILL BE CONSIDERED DEAD OR DYING WHEN THE MAIN LEADER IS DEAD OR 25% OF THE CROWN IS DEAD. THE PLANTS WILL BE REPLACED AT NO COST TO THE OWNER.

ARBORBRACE TREE GUYING

SPECIFICATIONS:

ATG-R/ATG-HD

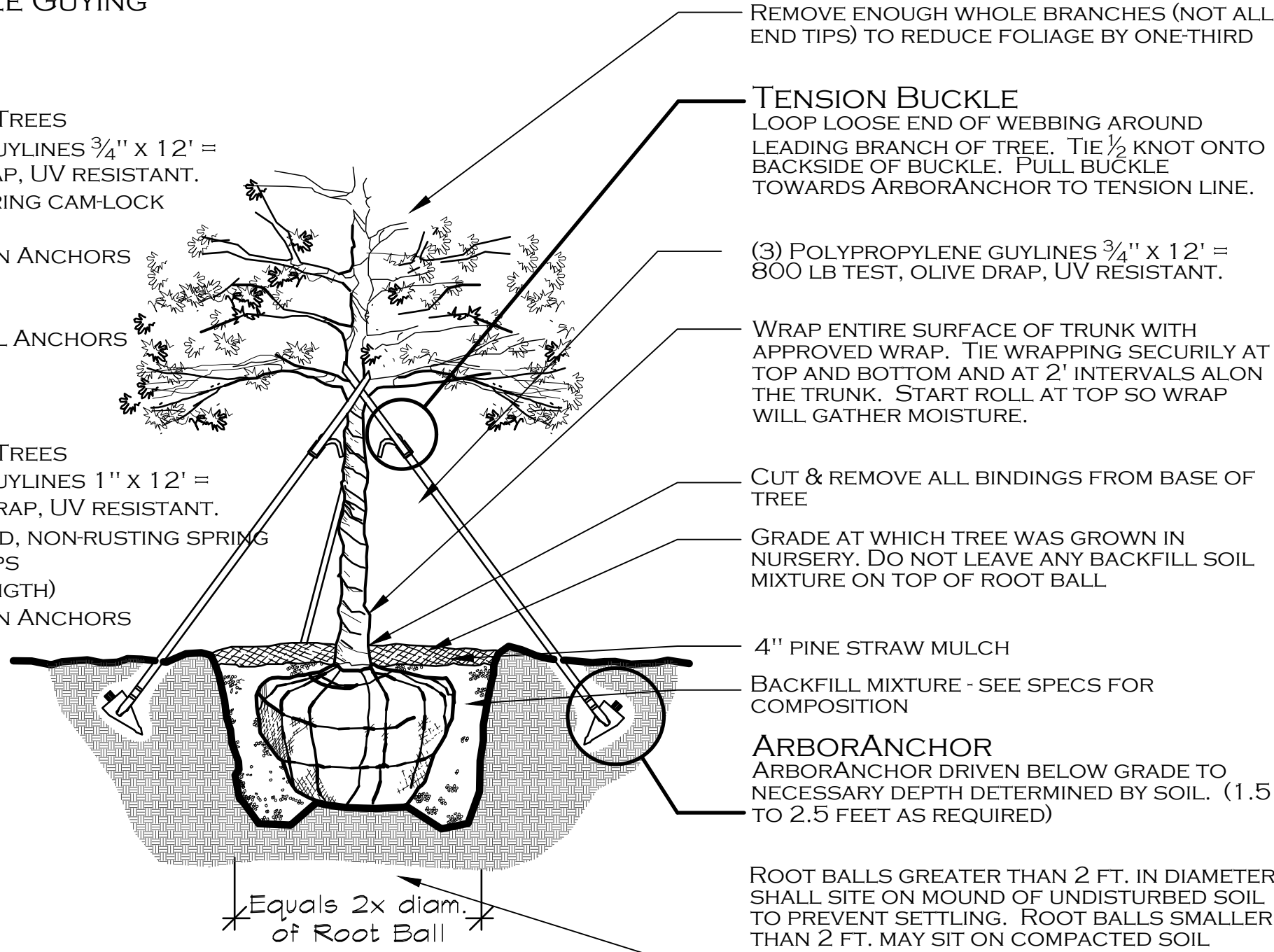
FOR UP TO 4" CALIPER TREES

- (3) POLYPROPYLENE GUYLINES 3/4" x 12' = 800 LB TEST, OLIVE DRAP, UV RESISTANT.
- (3) NICKEL PLATED SPRING CAM-LOCK TENSION CLIPS
- (3) ARROWHEAD NYLON ANCHORS (4" x 3-3/4")
- OR
- (3) ARROWHEAD METAL ANCHORS FOR HARD SOIL

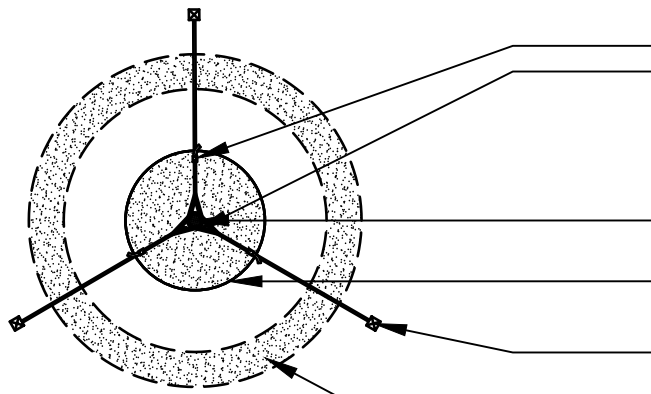
ATG-J

FOR UP TO 7" CALIPER TREES

- (3) POLYPROPYLENE GUYLINES 1" x 12' = 1,000 LB TEST, OLIVE DRAP, UV RESISTANT.
- (3) 1-1/4" NICKEL PLATED, NON-RUSTING SPRING CAM-LOCK TENSION CLIPS (1,500 LB BREAK STRENGTH)
- (3) ARROWHEAD NYLON ANCHORS (5-1/2" x 4-1/2")



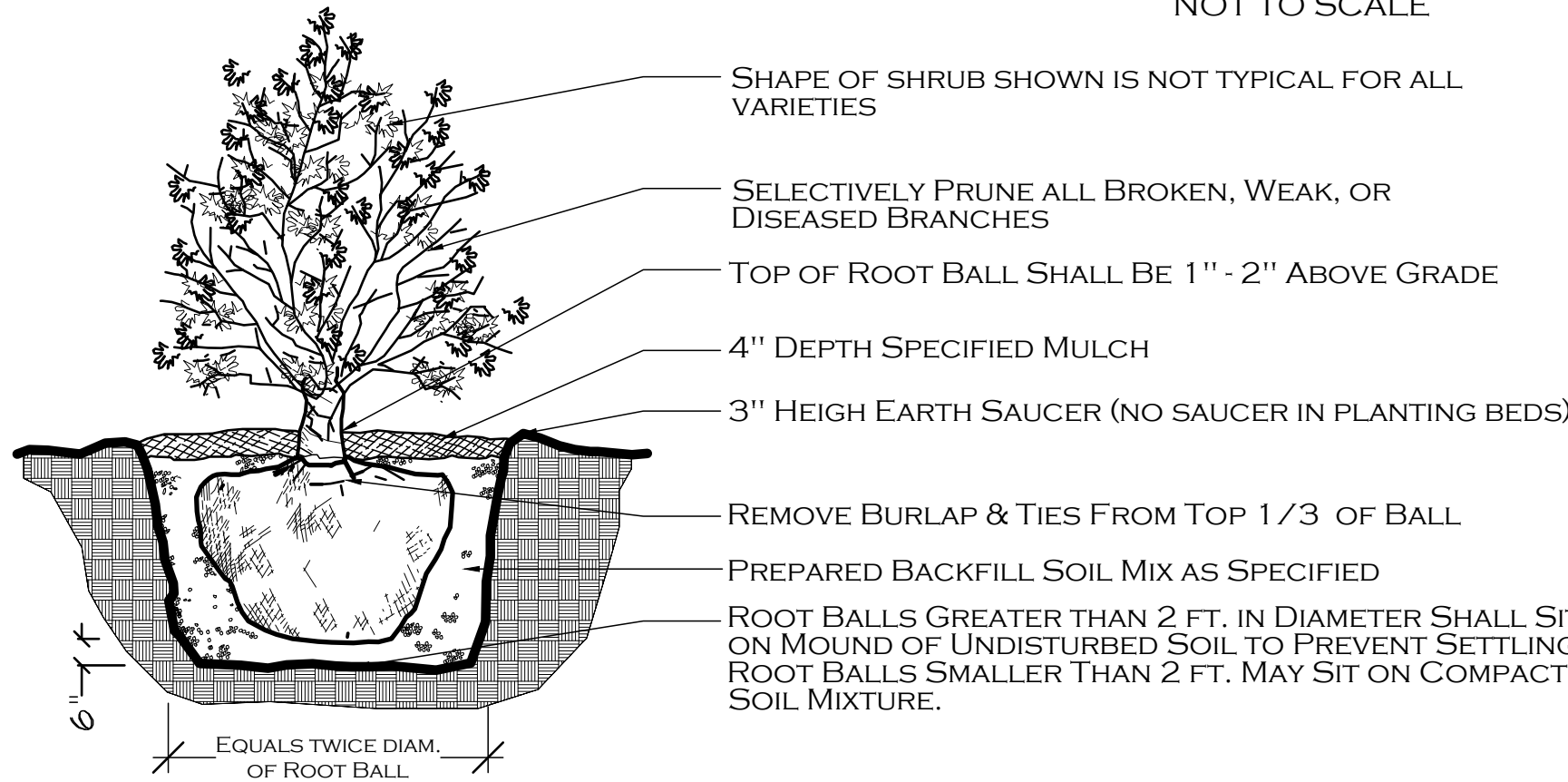
ELEVATION



PLAN

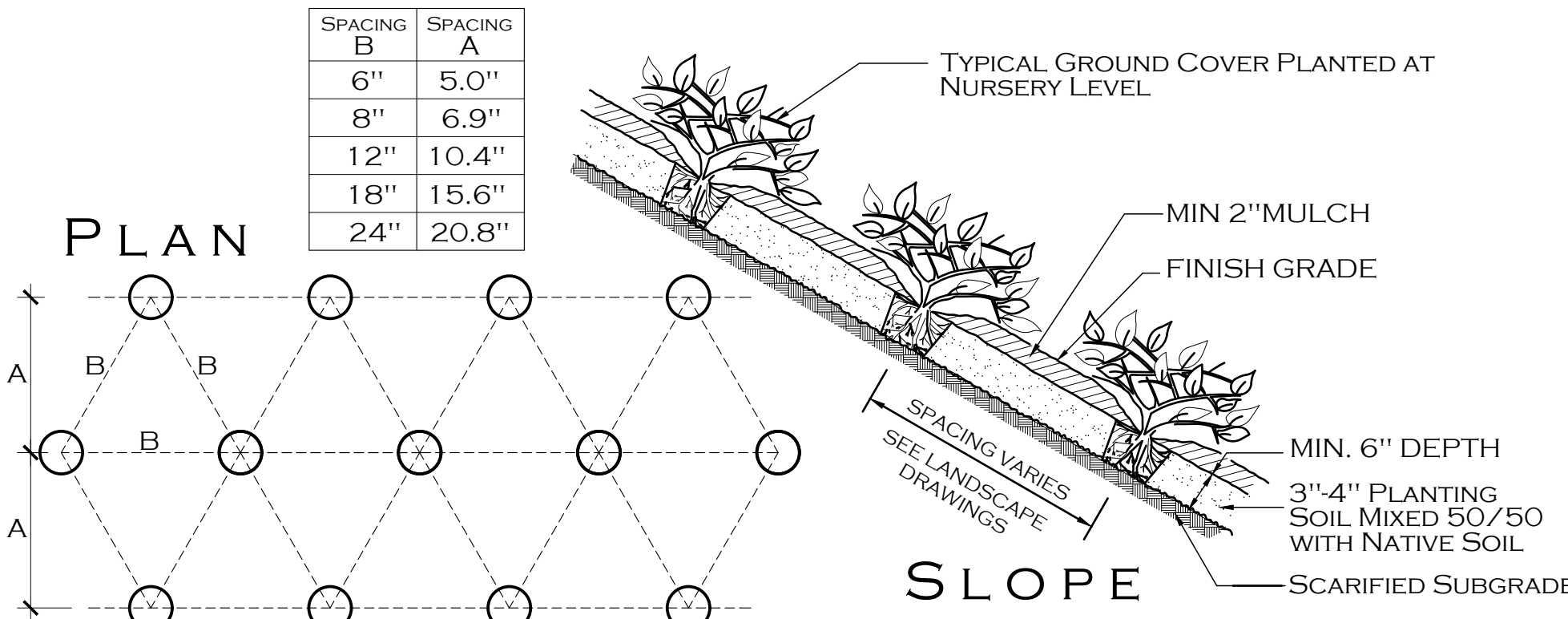
TREE PLANTING DETAIL

NOT TO SCALE



SHRUB PLANTING DETAIL

NOT TO SCALE



GROUND COVER PLANTING DETAIL

NOT TO SCALE

PLANT SCHEDULE

DECIDUOUS TREES	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	FIELD4
	7	Fraxinus pennsylvanica 'Urbanite' / Urbanite Ash	B&B	4" Cal	Height: 17'-19'; Width: 9'-10'	Full Head
	7	Quercus nuttallii / Nuttall Oak	B&B	4" Cal	Height: 17'-19'; Width: 7'-8'	Straight, Main Leader
	6	Quercus shumardii / Shumard Oak	B&B	4" Cal	Height: 17'-19'; Width: 7'-8'	Straight, Main Leader
	6	Taxodium distichum / Bald Cypress	30 gal	4" Cal	Height: 12-14'; Width: 7'-9'	Straight, Main Leader
	7	Ulmus parvifolia 'Drake' / Drake Elm	B&B	4" Cal	Height: 17'-19'; Width: 7'-8'	Full Head
EVERGREEN TREES	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	FIELD4
	28	Ilex x 'Mary Nell' / Mary Nell Holly	B&B	2" Cal	Height: 6-7' / Width: 5-6'	Full to the ground
	1	Ilex x attenuata 'Savannah' / Savannah Holly	30 gal	1.75" Cal	Height: 7'-8' / Width: 4'-5'	
	4	Magnolia grandiflora 'Claudia Wannamaker' / Claudia W. Magnolia	B&B	2.5" Cal	Height: 10'-12' / Width: 6'-7'	Full to the ground
	5	Prunus caroliniana / Cherry Laurel	15 gal	1.5" Cal	Height: 6-7' / Width: 5-6'	Full to the ground
SHRUBS	QTY	BOTANICAL / COMMON NAME	SIZE	FIELD2	FIELD3	FIELD4
	37	Abelia x grandiflora 'Edward Goucher' / Ed Goucher Abelia	3 gal			Full head; well formed shrub
	12	Buddleja davidii / Butterfly Bush	5 gal			Full head; well formed shrub
	38	Ilex cornuta 'Carissa' / Carissa Holly	3 gal			Full head; well formed shrub
GRASSES	QTY	BOTANICAL / COMMON NAME	SIZE	FIELD2	FIELD3	FIELD4
	1	Miscanthus sinensis 'Adagio' / Adagio Miscanthus	3 gal	Full Container		Full Grass
	22	Miscanthus sinensis 'Variegatus' / Variegated Miscanthus	3 gal	Full Container		Full Grass
GROUND COVERS	QTY	BOTANICAL / COMMON NAME	CONT	FIELD2	FIELD3	FIELD4
	150	Trachelospermum asiaticum 'Asiatic' / Asiatic Jasmine	1 gal	18" o.c.		Multiple Runners

Revisions	2-3-2022-Revisions per City Staff Notes Comments
1	

McCRORY & ASSOCIATES

land planning consultants

P.O. BOX 2425 - MADISON, MISSISSIPPI 39130
601.963.5177 PHONE - WWW.MCCRORYDESIGN.COM

Plant List & Specs

HARBOUR PT. OFFICE BLDG

Harbour Pointe Crossing, Ridgeland, Mississippi

NOT FOR CONSTRUCTION

DATE: 11/15/21

DRAWN: AMC.

SHEET: L5

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

A meeting of the Architectural Review Board of the City of Ridgeland, Mississippi, (the “Board”), was duly called, held, and conducted on Tuesday, February 22, 2022 at 6:00 o’clock P.M. in the Ridgeland City Hall in the City of Ridgeland, Madison County, Mississippi.

.....

The following members were present, to-wit:

Bill Dicken, Chairman
Lynette Praytor
Randy Lynn
Robert Moore
Connie Suber
David Dunbar

Members Absent:

Leigh Sullivan
Tay Morgan

Also attending:

Jordan Lohman, City Planner

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

The first item on the agenda was **HARBOUR POINTE OFFICE**. The project was presented by **Mr. Jacob Manning**. The project is located at **Harbour Pointe Crossing**. The applicant is requesting approval of site plan and architecture for a new office building.

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

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

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

The second item on the agenda was **PARK PLACE APARTMENTS TREES**. The project was presented by **Mr. Jordan Lohman**. The project is located at **499 S Pear Orchard Road**. The applicant is requesting approval of a landscape plan and tree mitigation in relation to tree removal.

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

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

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

The minutes from the February 8, 2022 meeting were then read and approved by the board. There being no further business to come before the board, the meeting was adjourned.

Bill Dicken, Chairman

ATTEST:

Connie Suber, Secretary

CONCEPT PLANT SCHEDULE

- PINE TREE
WATER OAK
RED OAK
BLACK CHERRY
EASTERN RED CEDAR
HACKBERRY
AMERICAN BEECH
PERSIMMON
ELM
RIVER BIRCH
LIVE OAK

X = TREES TO BE REMOVED



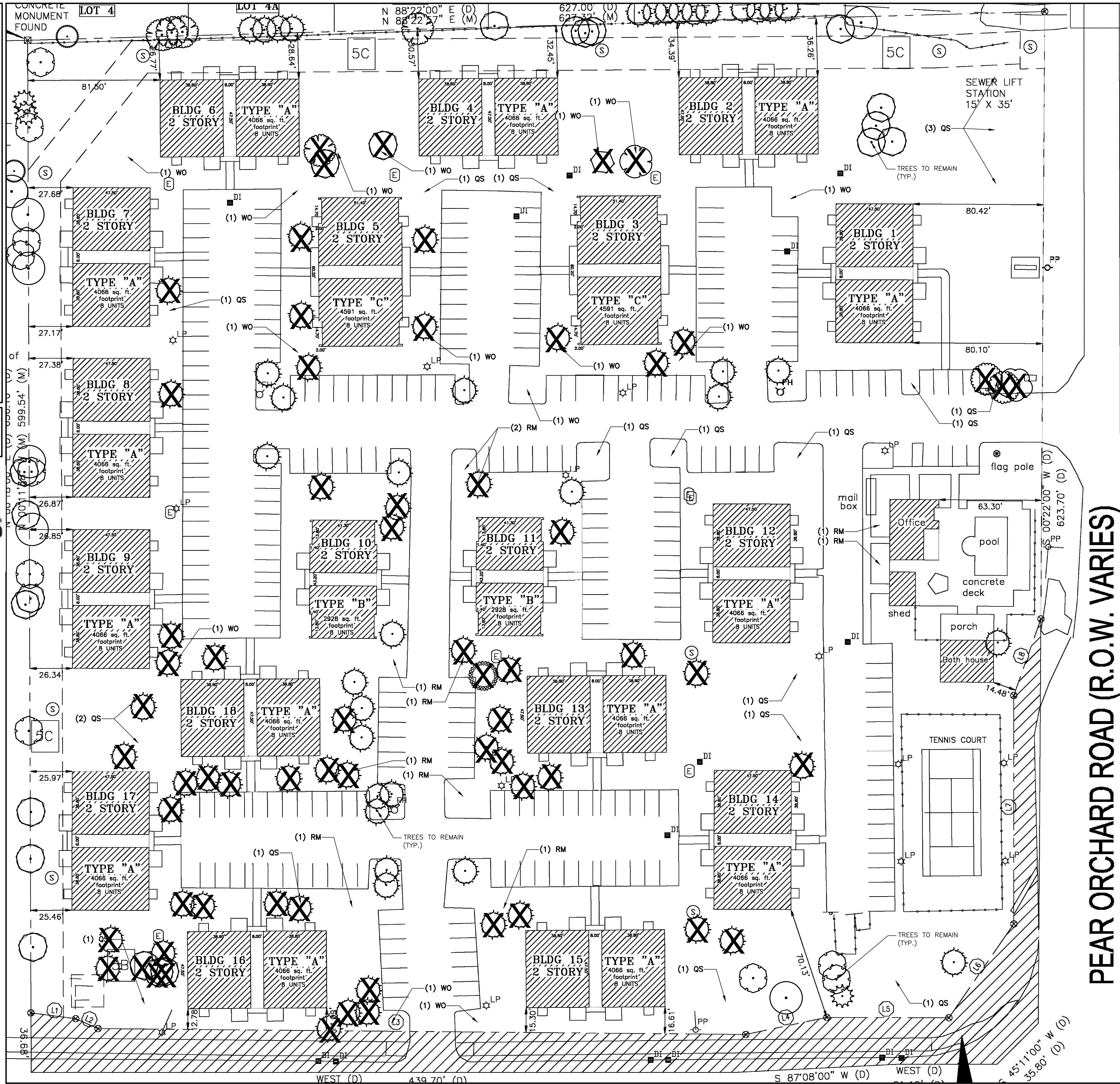
GENERAL NOTES

BASE DATA NOTES
BASE PLAN DATA HAS BEEN PROVIDED AND DOCUMENTATION FROM SITE VISIT, MINOR FIELD ADJUSTMENTS MAY OCCUR TO PROPOSED IMPROVEMENTS, MAJOR FIELD ADJUSTMENTS SHOULD BE APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION.

- CONSTRUCTION NOTES
- CONSTRUCTION STAKE-OUT IS THE RESPONSIBILITY OF THE CONTRACTOR. ELEMENTS ARE TO BE STAKED IN THE FIELD BY THE CONTRACTOR FOR REVIEW AND APPROVAL OF THE OWNER'S REPRESENTATIVE PRIOR TO COMMENCEMENT OF CONSTRUCTION. ANY CONFLICTS IN FIELD THAT MAY ARISE, CONTRACTOR IS TO MAKE BEST JUDGEMENT DURING FIELD STAKE-OUT AND COORDINATE WITH OWNER'S REPRESENTATIVE/L.A. FOR APPROVAL.
 - CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL UTILITIES PRIOR TO CONSTRUCTION. EXISTING UTILITIES TO REMAIN SHALL BE PROTECTED FROM CONSTRUCTION ACTIVITIES.
 - CONTRACTOR SHALL STAGE CONSTRUCTION ACTIVITY IN SUCH A MANNER AS TO MINIMIZE THE AREA OF DISTURBED EARTH AT THE END OF EACH WORK DAY.

DISTURBED AREAS
ANY DISTURBED AREAS SHALL RECEIVE SOD OR MULCH AS NECESSARY.

QUANTITY TAKEOFF DISCLAIMER
QUANTITIES NOTES ON PLANS ARE OFFERED AS A CONVENIENCE TO THE CONTRACTOR FOR BID PURPOSES ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES AND REPORT ANY DISCREPANCIES TO THE LANDSCAPE ARCHITECT.



1 EXISTING CONDITIONS AND TREE DEMOLITION PLAN
Scale: 1" = 30'

landscape architecture
land planning
placemaking
was
DESIGN
landscape architects
Foley, Alabama
P. 251.948.7181
Mobile, Alabama
P. 251.344.4023
Jackson, Mississippi
P. 601.790.0781
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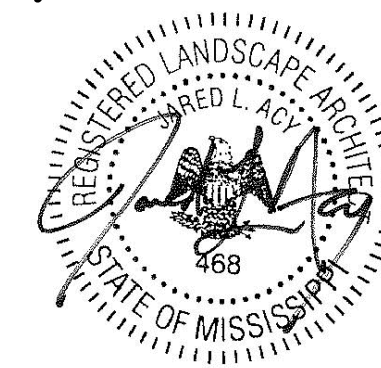
NOT
FOR CONSTRUCTION
THESE PLANS HAVE NOT BEEN
APPROVED AND ARE SUBJECT
TO CHANGE.

A Landscape Development Plan for
Park Place Apartments
City of Ridgeland, Mississippi

Revisions		Revisions / Submissions	
No.	Date		
	03.11.22	ISSUE FOR CITY PERMIT	

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JCS	Registration
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JCS	
Project Manager	
JLA	
Principal	
223434-001	
Project No.	
03.09.22	
Date	
Sheet Title	

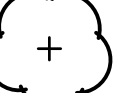


**TREE DEMOLITION
PLAN**

Sheet No.
LD200

ALL TREES PLANTED TO SHALL BE 2" CALIPER OR GREATER.

PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	HT	REMARKS
	RM	10	ACER RUBRUM	RED MAPLE	B&B OR CONT	5'-7'	FULL HEAD, SPECIMEN QUALITY
	WO	15	QUERCUS PHELLOS	WILLOW OAK	B&B OR CONT	5'-7'	FULL HEAD, SPECIMEN QUALITY
	QS	19	QUERCUS SHUMARDII	SHUMARD RED OAK	B&B OR CONT	5'-7'	FULL HEAD, SPECIMEN QUALITY

QUANTITY TAKEOFF DISCLAIMER:
QUANTITIES NOTED ON PLANS ARE OFFERED AS A CONVENIENCE TO THE CONTRACTOR FOR BID PURPOSES ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES AND REPORT ANY DISCREPANCIES TO THE LANDSCAPE ARCHITECT.



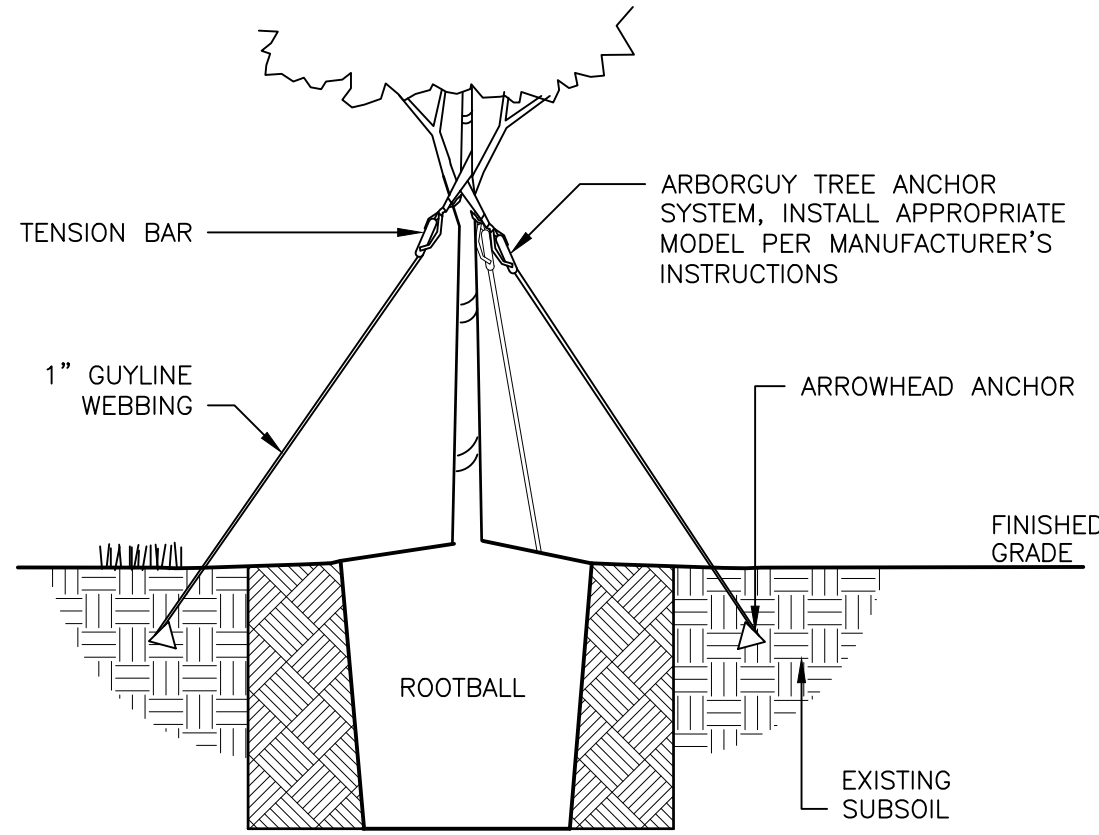
NOTE:
1. ALL GENERAL NOTES MAY NOT APPLY FOR TREE MITIGATION PLAN.
2. FINAL TREE LOCATIONS TBD IN FIELD BY CONTRACTOR BASED ON EXISTING UTILITIES.

- GENERAL CONDITIONS
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE SITE INSPECTION PRIOR TO LANDSCAPE CONSTRUCTION AND INSTALLATION IN ORDER TO ACQUAINT HIMSELF WITH EXISTING CONDITIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING UNDERGROUND UTILITIES BEFORE BEGINNING CONSTRUCTION.
 - CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF LANDSCAPE MATERIAL AT ALL TIMES. LANDSCAPE CONTRACTOR TO COORDINATE SAFE STAGING AREA WITH GENERAL CONTRACTOR AND/OR OWNER.
 - CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL, INCLUDING GRASS, FOR 365 CONSECUTIVE CALENDAR DAYS FROM SUBSTANTIAL COMPLETION OF THE WORK, AS DETERMINED BY THE PROJECT LANDSCAPE ARCHITECT.
 - ALL AREAS IMPACTED NEGATIVELY BY CONSTRUCTION PROCESSES SHALL BE RETURNED TO ORIGINAL CONDITION OR BETTER PRIOR TO SUBSTANTIAL COMPLETION.
- LANDSCAPE AREA SOIL PREPARATION
- PLANTING SOIL SHALL BE CREATED BY AMENDING TOPSOIL WITH THE ADDITION OF COMPOST. COMPOST TYPE SHALL BE MUSHROOM COMPOST OR DECOMPOSED PINE BARK, AND SHALL BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO PURCHASE. COMPOST SHALL BE UNIFORMLY APPLIED OVER PLANTING BEDS AT AN AVERAGE DEPTH OF 2 INCHES AND OVER SOD AREAS AT AN AVERAGE DEPTH OF 3/4 INCH.
 - INCORPORATE UNIFORMLY IN PLANTING BEDS TO A DEPTH OF 6 INCHES AND IN SOD AREAS TO A DEPTH OF 3 INCHES USING A ROTARY TILLER OR OTHER APPROPRIATE EQUIPMENT. PRE-PLANT FERTILIZER AND PH ADJUSTING AGENTS (E.G., LIME AND SULFUR) MAY BE APPLIED IN CONJUNCTION WITH COMPOST INCORPORATION, AS REQUIRED PER SOIL TEST (IF REQUESTED BY OWNER).
 - RAKE SOIL SURFACE SMOOTH PRIOR TO PLANTING.
 - REMOVE STONES LARGER THAN 1 INCH IN ANY DIMENSION AND STICKS, ROOTS, RUBBISH, AND OTHER EXTRANEOUS MATTER AND LEGALLY DISPOSE OF THEM OFF OWNER'S PROPERTY.
 - WATER THOROUGHLY AFTER PLANTING.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING 3% POSITIVE DRAINAGE IN ALL PLANTING BEDS. ANY OTHER PROPOSED DRAINAGE METHODS SHALL BE COORDINATED WITH PLANTING EFFORTS TO MINIMIZE CONFLICTS AND MAINTAIN PROPER FUNCTION OF DRAINAGE SYSTEMS.
- PLANT MATERIAL AND PLANTING
- PLANT QUANTITIES ARE OFFERED AS A CONVENIENCE TO THE CONTRACTOR, AND ARE NOT ABSOLUTE. CONTRACTOR SHALL VERIFY PLANT COUNT FROM PLAN AND REPORT DIFFERENCES.
 - ALL PLANT MATERIALS ARE SUBJECT TO APPROVAL OR REFUSAL BY THE OWNER OR LANDSCAPE ARCHITECT AT ANY TIME.
 - PLANTS SHALL BE WELL FORMED, VIGOROUS, GROWING SPECIMENS WITH GROWTH TYPICAL OF VARIETIES SPECIFIED AND SHALL BE FREE FROM INJURY, INSECTS AND DISEASES. PLANTS SHALL EQUAL OR SURPASS QUALITY AS DEFINED IN THE CURRENT ISSUE OF "AMERICAN STANDARDS FOR NURSERY STOCK" AS PUBLISHED BY THE AMERICAN NURSERYMEN, INC.
 - UNLESS NOTED SPECIFICALLY, ALL PLANT MATERIAL SHALL BE BALLED AND BURLAPPED OR CONTAINER GROWN.
 - FRONT ROW OF SHRUBS SHALL BE PLANTED FROM CENTER OF PLANT A MINIMUM OF 24" BEHIND BED LINE @ LAWNS OR WALKS AND A MINIMUM OF 36" BACK OF CURB @ PARKING SPACES.
 - NO PRUNING SHOULD BE PERFORMED DURING FIRST GROWING SEASON EXCEPT FOR REMOVING DAMAGED OF DEAD GROWTH. WOUND PAINT IS NOT RECOMMENDED FOR ANY CUTS.
 - ALL PLANTING AREAS, TREE PITS, AND OTHER AREAS INDICATED ON PLANS SHALL BE MULCHED WITH A SETTLED LAYER OF THE INDICATED MULCH:
 -  3" DEPTH PINE BARK
 -  4" DEPTH SHREDDED HARDWOOD MULCH
 -  3" DEPTH LONG LEAF PINE STRAW, SETTLED
 - TRENCH EDGE TO BE LOCATED BETWEEN ALL PLANTING AREAS AND LAWN, UNLESS NOTED OTHERWISE.
 - TREE STAKING SHALL BE PROVIDED TO KEEP TREES PLUMB AND PROTECTED FROM EXCESSIVE WINDS. ALL TREE-STAKING APPARATUS SHALL BE REMOVED AT THE END OF THE ONE-YEAR WARRANTY PERIOD.
 - ONE YEAR OF LANDSCAPE MAINTENANCE FROM SUBSTANTIAL COMPLETION SHALL BE INCLUDED AS AN OPTIONAL BID ITEM TO THE OWNER.

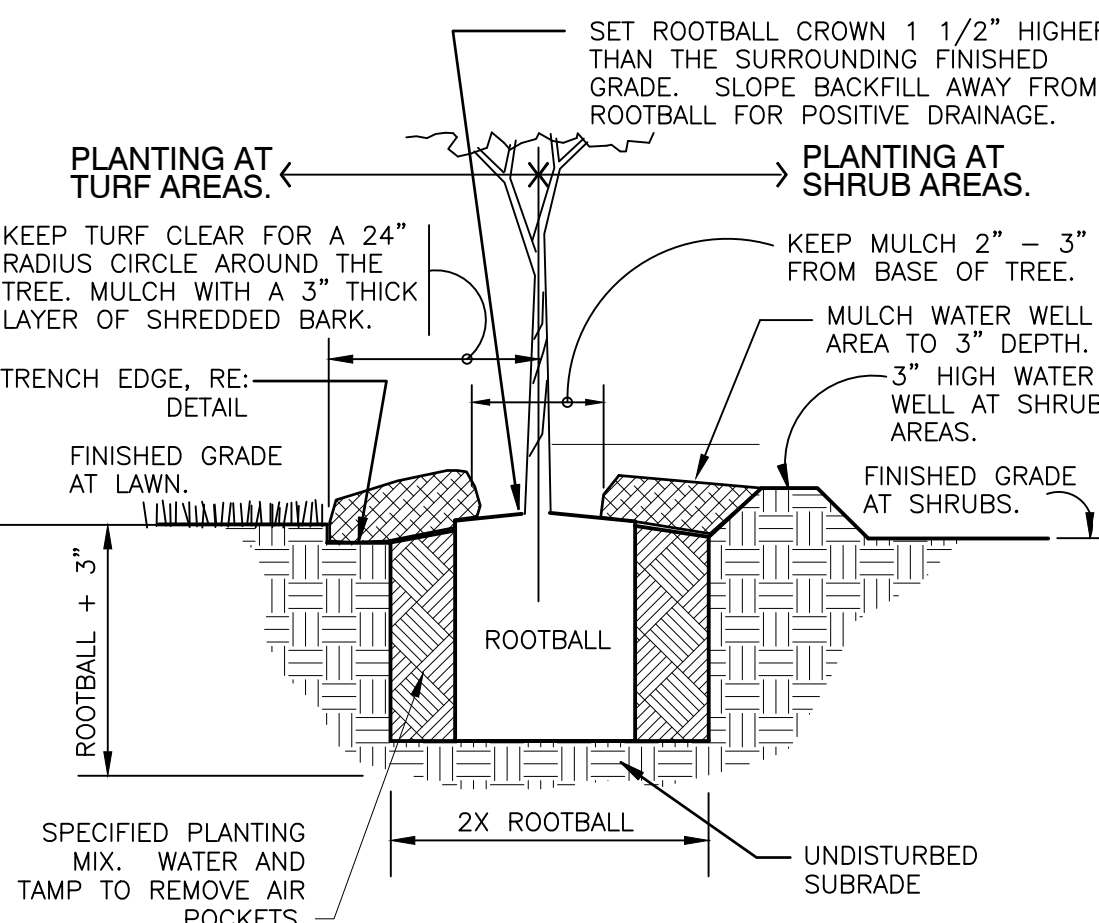
GENERAL PLANTING NOTES

1" = 1"

329399-01



STAKING DETAIL



PLANT PIT DETAIL

TREE PLANTING - GUY STRAP

1" = 1'-0"

329343-26-02

PEAR ORCHARD ROAD (R.O.W. VARIES)

TREE MITIGATION PLAN

Scale: 1" = 30'



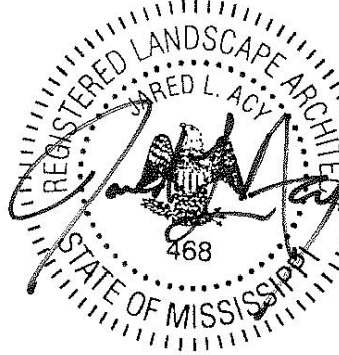
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TO CHANGE.

A Landscape Development Plan for
Park Place Apartments
City of Ridgeland, Mississippi

Revisions		
No.	Date	Revisions / Submissions
03.11.22		ISSUE FOR CITY PERMIT

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JCS	
Project Manager	
JLA	
Principal	
223434-001	
Project No.	
03.09.22	
Date	



Sheet Title

TREE REPLACEMENT
PLAN

Sheet No.

LP200



Ben Kahlmus

3:41 PM

To: Aaron Miller >

Canopy Cover in sqft

Aaron,

See the table below. These numbers were derived from Arc GIS.

Lake Harbour Dr. Tree Data			
	Tree Count	Tree Percentage	Canopy cover in sqft
TOTAL TREES	96		139,534
TOTAL REMOVED	63		94515
% TOTAL REMOVED		66%	
PINES REMOVED	49	78%	62867
OAK REMOVED	14	22%	31648

Sincerely,

Fulgham's Inc Tree Preservation Specialist &
Consultants
Ben Kahlmus – Gulf Coast Regional Manager
ISA Certified Arborist #SO-6866A
Mississippi Registered Forester RF#2578
Tree Surgery License # 38918
ISA Certified Tree Risk Assessor
Cell: 228-264-0277
Office: 800-316-6630
Email: ben.k@fulghamsinc.com
www.fulghamsinc.com



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Tupelo, MS 38803
Ph.800-316-6630
www.fulghamsinc.com

TREE INVENTORY REPORT

Prepared for:

**Aaron Miller
(Arbor Pro of MS)**

Prepared by:

**Fulghams Inc
Tree Preservation Specialist & Consultants**

Location:

499 Pear Orchard Rd.
Ridgeland, MS 39157

Date:

February 18th, 2022

Time Frame: 12:30 P.M.-1:45 P.M.



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Tupelo, MS 38803
Ph.800-316-6630
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Assignment:

Fulghams Inc tree preservation specialist and consultants (Ben Kahlmus) was asked by Aaron Miller to do a tree canopy cover analysis. The canopy cover analysis was to look at the impact(loss) of 63 potential trees to be removed. These trees were previously marked with flagging by Aaron Miller.

The assignment also consisted of a tree planting plan to replace loss canopy cover in the apartment complex. The proposed trees for replanting are 15 Willow Oaks (*Quercus phellos*), 10 Red Maples(*Acer rubrum*), and 19 Shumard Oaks(*Quercus shumardii*). These tree species were picked at the direction of Jordan Lohman (City Planner for Ridgeland MS)

Observation & Discussion:

The location of the canopy cover analysis and tree planting plan was done at the Park Place Apartment complex off Lake Harbour Dr. in Ridgeland MS. Overall there was a total of 96 trees counted on the site. Of these 96 trees there were 63 trees flagged for removal. This would be a 66% potential canopy cover loss. Of the 63 trees flagged for removal 49 of them were mature pines which is 78% of the proposed trees being removed. There were 14 hardwoods (12 Oak, 1 Common Persimmon, and 1 Mockernut Hickory) counted that are being proposed to remove. This is 22% of the trees flagged for removal.

Lake Harbour Dr. Tree Data		
	Tree Count	Tree Percentage
TOTAL TREES	96	
TOTAL REMOVED	63	
% TOTAL REMOVED		66%
PINES REMOVED	49	78%
HARDWOOD REMOVED	14	22%



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The reason for removal of these selected trees consists of:

- Overgrown/Overcrowding site- *When a tree grows too large for the area where it is growing, it could be a danger to your house or vehicle if it falls over or if one of the branches drops off. This is especially true regarding mature pines.*
- Static targets in relation to tree species profile- *Trees that are prone to fail during acclimate weather have a higher risk associated with them. Every tree owner has a risk level are willing to take. Some are none, while some are very high.*
- Lifting foundation/Sidewalk- *When the tree's roots are posing a big threat to your sidewalk, underground facilities, driveway or foundations, it's time to have it removed.*
- Structural Problems- *If your tree has structural problems, it is an accident waiting to happen. It can pose a danger to buildings, pedestrians, & infrastructure.*

Summary:

Any tree can be an asset to a property. They are no longer an asset when the risk of the individual tree surpasses the tree owners risk threshold. When this happens, the tree is now a liability for the tree owner. The trees that have been selected for removal have surpassed the tree owner's threshold of risk. The reason for this decision can be seen in the Figure 1 below.

Re-inspection Interval: Visual assessments are recommended every 12 months and after major storms if tree is not removed due to the static targets and high impact rating if failure were to occur.

Submitted by:

Ben Kahlmus
Gulf Coast Regional Manager
ISA Certified Arborist #SO-6866A
Mississippi Registered Forester RF#2678
Tree Surgery License # 38918
ISA Qualified Tree Risk Assessor
MS Horticultural/Landscape Pest License



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Figure 1:

Tree Species		Tree removal reasons
1	Pine(Pinus taeda)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile, Lifting foundation/Sidewalk
2	Pine(Pinus taeda)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile
3	Pine(Pinus taeda)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile
4	Pine(Pinus taeda)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile
5	Pine(Pinus taeda)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile, Lifting foundation/Sidewalk
6	Pine(Pinus taeda)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile
7	Pine(Pinus taeda)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile,Structrual Problems
8	Pine(Pinus taeda)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile
9	Pine(Pinus taeda)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile
10	Pine(Pinus taeda)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile
11	Pine(Pinus taeda)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile,Structrual Problems
12	Pine(Pinus taeda)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile, Lifting foundation/Sidewalk
13	Pine(Pinus taeda)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile



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14	Pine(Pinus taeda)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile
15	Pine(Pinus taeda)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile
16	Pine(Pinus taeda)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile
17	Pine(Pinus taeda)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile
18	Pine(Pinus taeda)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile
19	Pine(Pinus taeda)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile, Lifting foundation/Sidewalk
20	Pine(Pinus taeda)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile
21	Pine(Pinus taeda)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile
22	Pine(Pinus taeda)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile
23	Pine(Pinus taeda)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile, Lifting foundation/Sidewalk
24	Pine(Pinus taeda)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile
25	Pine(Pinus taeda)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile
26	Pine(Pinus taeda)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile
27	Pine(Pinus taeda)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile
28	Pine(Pinus taeda)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile
29	Pine(Pinus taeda)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile, Lifting foundation/Sidewalk



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30	Pine(Pinus taeda)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile
31	Pine(Pinus taeda)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile,Structrual Problems
32	Pine(Pinus taeda)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile
33	Pine(Pinus taeda)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile
34	Pine(Pinus taeda)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile
35	Pine(Pinus taeda)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile
36	Pine(Pinus taeda)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile
37	Pine(Pinus taeda)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile
38	Pine(Pinus taeda)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile
39	Pine(Pinus taeda)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile, Lifting foundation/Sidewalk
40	Pine(Pinus taeda)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile
41	Pine(Pinus taeda)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile
42	Pine(Pinus taeda)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile, Lifting foundation/Sidewalk
43	Pine(Pinus taeda)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile
44	Pine(Pinus taeda)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile
45	Pine(Pinus taeda)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile



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47	Pine(Pinus taeda)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile
47	Pine(Pinus taeda)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile, Lifting foundation/Sidewalk
48	Pine(Pinus taeda)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile
49	Oak(Quercus nigra)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile
50	Oak(Quercus nigra)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile, Lifting foundation/Sidewalk
51	Oak(Quercus nigra)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile
52	Oak(Quercus nigra)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile,Structrual Problems
53	Oak(Quercus nigra)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile,Structrual Problems
54	Oak(Quercus nigra)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile,Structrual Problems
55	Oak(Quercus nigra)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile,Structrual Problems
56	Oak(Quercus nigra)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile,Structrual Problems
57	Oak(Quercus nigra)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile,Structrual Problems
58	Oak(Quercus nigra)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile,Structrual Problems



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59	Oak(Quercus nigra)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile,Structrual Problems
60	Oak(Quercus nigra)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile,Structrual Problems
61	Oak(Quercus nigra)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile,Structrual Problems
62	Common Persimmon(Diospyros virginiana)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile.
63	Mockernut Hickory(Carya tomentosa)	Overgrown/Overcrowding site, Static Targets in relation to tree species profile.



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Figure 2:

#	Name	DBH	Height	Canopy	Location
44	#44 (Oak) Shumard	2	5'-7'	16-25 sqft	See Map for reference
43	#43 (Oak) Shumard	2	5'-7'	16-25 sqft	See Map for reference
42	#42 (Oak) Shumard	2	5'-7'	16-25 sqft	See Map for reference
41	#41 (Oak) Shumard	2	5'-7'	16-25 sqft	See Map for reference
40	#40 (Oak) Shumard	2	5'-7'	16-25 sqft	See Map for reference
39	#39 (Oak) Shumard	2	5'-7'	16-25 sqft	See Map for reference
38	#38 (Oak) Shumard	2	5'-7'	16-25 sqft	See Map for reference
37	#37 (Oak) Shumard	2	5'-7'	16-25 sqft	See Map for reference
36	#36 (Oak) Shumard	2	5'-7'	16-25 sqft	See Map for reference
35	#35 (Oak) Shumard	2	5'-7'	16-25 sqft	See Map for reference
34	#34 (Oak) Shumard	2	5'-7'	16-25 sqft	See Map for reference
33	#33 (Oak) Shumard	2	5'-7'	16-25 sqft	See Map for reference
32	#32 (Oak) Shumard	2	5'-7'	16-25 sqft	See Map for reference
31	#31 (Oak) Shumard	2	5'-7'	16-25 sqft	See Map for reference
30	#30 (Oak) Shumard	2	5'-7'	16-25 sqft	See Map for reference
29	#29 (Oak) Shumard	2	5'-7'	16-25 sqft	See Map for reference
28	#28 (Oak) Shumard	2	5'-7'	16-25 sqft	See Map for reference
27	#27 (Oak) Shumard	2	5'-7'	16-25 sqft	See Map for reference
26	#26 (Oak) Shumard	2	5'-7'	16-25 sqft	See Map for reference
25	#25 Maple (Red)	2	5'-7'	16-25 sqft	See Map for reference
24	#24 Maple (Red)	2	5'-7'	16-25 sqft	See Map for reference
23	#23 Maple (Red)	2	5'-7'	16-25 sqft	See Map for reference
22	#22 Maple (Red)	2	5'-7'	16-25 sqft	See Map for reference
21	#21 Maple (Red)	2	5'-7'	16-25 sqft	See Map for reference
20	#20 Maple (Red)	2	5'-7'	16-25 sqft	See Map for reference
19	#19 Maple (Red)	2	5'-7'	16-25 sqft	See Map for reference
18	#18 Maple (Red)	2	5'-7'	16-25 sqft	See Map for reference
17	#17 Maple (Red)	2	5'-7'	16-25 sqft	See Map for reference
16	#16 Maple (Red)	2	5'-7'	16-25 sqft	See Map for reference
15	#15 Oaks (Willow)	2	5'-7'	16-25 sqft	See Map for reference
14	#14 Oaks (Willow)	2	5'-7'	16-25 sqft	See Map for reference
13	#13 Oaks (Willow)	2	5'-7'	16-25 sqft	See Map for reference



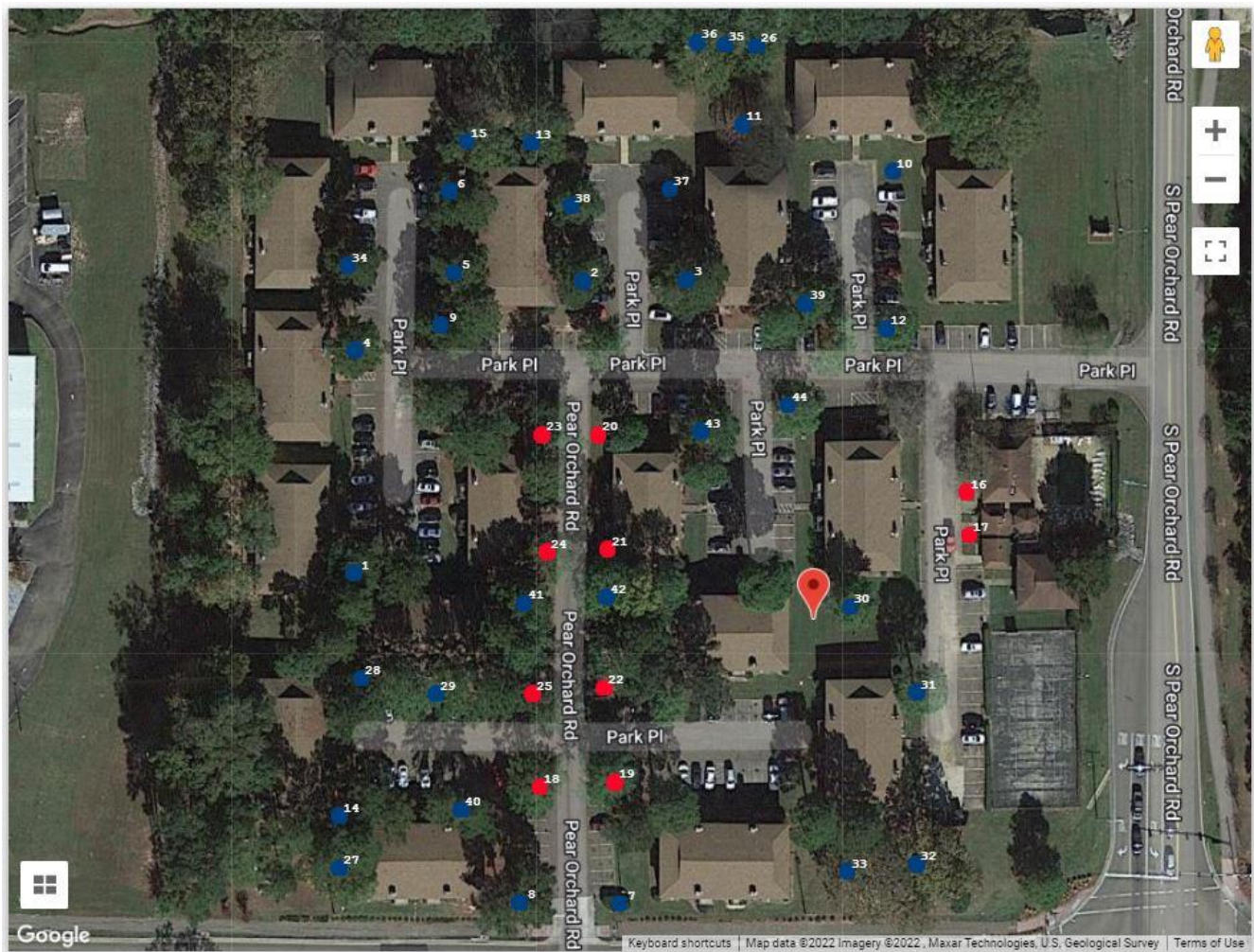
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12	#12 Oaks (Willow)	2	5'-7'	16-25 sqft	See Map for reference
11	#11 Oaks (Willow)	2	5'-7'	16-25 sqft	See Map for reference
10	#10 Oaks (Willow)	2	5'-7'	16-25 sqft	See Map for reference
9	#9 Oaks (Willow)	2	5'-7'	16-25 sqft	See Map for reference
8	#8 Oaks (Willow)	2	5'-7'	16-25 sqft	See Map for reference
7	#7 Oaks (Willow)	2	5'-7'	16-25 sqft	See Map for reference
6	#6 Oaks (Willow)	2	5'-7'	16-25 sqft	See Map for reference
5	#5 Oaks (Willow)	2	5'-7'	16-25 sqft	See Map for reference
4	#4 Oaks (Willow)	2	5'-7'	16-25 sqft	See Map for reference
3	#3 Oaks (Willow)	2	5'-7'	16-25 sqft	See Map for reference
2	#2 Oaks (Willow)	2	5'-7'	16-25 sqft	See Map for reference
1	#1 Oaks (Willow)	2	5'-7'	16-25 sqft	See Map for reference



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Figure 3:



Disclaimer:

trees inherently pose a certain degree of hazard and risk from breakage, failure or other causes and conditions. Recommendations that are made by Fulghams, Inc Tree Preservation Specialist and Consultants are intended to minimize or reduce hazardous conditions that made be associated with trees. However, there is and there can be no guaranty or certainty that efforts to correct unsafe conditions will prevent breakage or failure of the tree. Any recommendations made should reduce the risk of tree failure, but they cannot eliminate such risk, especially in the event of a storm or any act of God. There can be no guaranty or certainty that all hazardous conditions will be detected.



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Common sense, experience, and professional judgment are required of the trained Arborist. It is ultimately up to the trained Arborist on the site to determine the risk potential of a tree to fail.

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

A meeting of the Architectural Review Board of the City of Ridgeland, Mississippi, (the “Board”), was duly called, held, and conducted on Tuesday, February 22, 2022 at 6:00 o’clock P.M. in the Ridgeland City Hall in the City of Ridgeland, Madison County, Mississippi.

.....

The following members were present, to-wit:

Bill Dicken, Chairman
Lynette Praytor
Randy Lynn
Robert Moore
Connie Suber
David Dunbar

Members Absent:

Leigh Sullivan
Tay Morgan

Also attending:

Jordan Lohman, City Planner

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

The first item on the agenda was **HARBOUR POINTE OFFICE**. The project was presented by **Mr. Jacob Manning**. The project is located at **Harbour Pointe Crossing**. The applicant is requesting approval of site plan and architecture for a new office building.

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

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

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

The second item on the agenda was **PARK PLACE APARTMENTS TREES**. The project was presented by **Mr. Jordan Lohman**. The project is located at **499 S Pear Orchard Road**. The applicant is requesting approval of a landscape plan and tree mitigation in relation to tree removal.

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

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

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

The minutes from the February 8, 2022 meeting were then read and approved by the board. There being no further business to come before the board, the meeting was adjourned.

Bill Dicken, Chairman

ATTEST:

Connie Suber, Secretary



MEMORANDUM

TO: The Mayor and Board of Aldermen

FROM: Alan Hart, Public Works Director

DATE: March 30, 2022

RE: **Ridgeland C-Store**
Water Line Cost Share

I recommend that the Mayor and Board authorize the Public Works Department to upgrade the size of the water line serving the Ridgeland C-Store at the intersection of Highway 51 and Colony Park Boulevard. The C-Store only requires a 6" Line, and it is to the benefit of the City of Ridgeland to have an 8" line in order to extend the full capacity of the nearby 8" line. Ultimately, that line will be able to be connected to complete a loop once a water line is installed along Colony Park Boulevard in the future.

The expense to upgrade the 6" water line to an 8" water line is \$22,487.15, and there is sufficient budget in place to cover the additional expense. The sewer service for this site is limited to the benefit of this site only; therefore, I am not recommending any cost share for that portion of work.

The total cost of the water and sewer project is \$198,882.35. I recommend that the Mayor and Board accept the \$176,395.20 check from Bedi Investments, LLC and amend the PURF budget by increasing 400-000-275 (Other Participation - Revenue) by \$176,395.20 and increasing \$176,395.20 into 400-650-760 (Capital Utility Systems - Expense) by \$176,395.20.

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 • Alan Hart - 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



MEMORANDUM

TO: The Mayor and Board of Aldermen

FROM: Alan Hart, Public Works Director

DATE: March 14, 2022

RE: **Advanced Meter Reading**
H2O Analytics Software Agreement

I recommend that the Board of Aldermen authorize the Mayor to execute the attached agreement with H2O Analytics for the service of preparing an App and Management Program relating to the installation of the Advanced Meter Reading project.

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street address: 100 W. School Street • Ridgeland, Ms 39157
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**HOSTED SOFTWARE AND SERVICES AGREEMENT
BETWEEN H2O ANALYTICS CORP AND CITY OF RIDGELAND**

This **Hosted Software and Services Agreement** (the "Agreement") is entered into and made effective as of the latest date set forth on the signature page of this Agreement ("Effective Date"), by and between **H2O Analytics Corporation** ("H2O"), a Texas corporation, having a place of business at 5404 Ridge Oak, Austin, TX 78731, and **City of Ridgeland** ("Subscriber"), a political subdivision of the State of Mississippi, having a principal place of business at 100 W. School St., Ridgeland, MS 39157.

STATEMENT OF PURPOSE

Subscriber is engaged in the water supply industry.

H2O offers a hosted software platform known as the *H₂O Analytics Network* whereby it provides data, analytic and communication services (utilizing the internet and other means of communication), stores data, and distributes information to and for subscribers in connection with their water utility business (as further explained below), thereby reducing water losses, encouraging conservation and improving customer satisfaction.

The parties are entering into this Agreement to set forth the terms and conditions pursuant to which H2O will provide Subscriber access to the H₂O Analytics Network.

AGREEMENT

In consideration of the mutual covenants and promises set forth below, and for other valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions.

Except as otherwise defined herein, the following capitalized terms shall have the meanings ascribed below:

"H₂O Analytics Network" means the network owned by H2O to which Subscriber is given access and use as part of the Network Services and pursuant to the terms and conditions of this Agreement.

"Consulting Services" means those services provided by H2O to Subscriber pursuant to Section 2.2.

"Effective Date" means the latest date set forth on the signature page of this Agreement.

"Fixed Payments" means, collectively, the fixed payment amounts referenced in Section 3.2 of the Agreement and Section 2 of an applicable Schedule A.

"Freedom of Information Legislation" means, collectively, various state and federal laws that guarantee access to data held by the state. Public Information Act, Texas Government Code, Chapter 552 is one example of such legislation.

"Initial Interface" means the initial Interface provided by H2O to Subscriber to enable Subscriber to access the H₂O Analytics Network (which, if modifications to the standard interface are necessary, shall be provided pursuant to the initial Statement of Work for Consulting Services).

"Interface(s)" means the Initial Interface and any subsequent interfaces or improvements or enhancements thereto developed by H2O as part of any Consulting Services.

"Licensed Program(s)" means a computer software program identified in an applicable Schedule A to this Agreement (and all enhancements, improvements or modifications thereto and all related Technical Documentation) applicable to a particular Network Service. Not all Network Services require Licensed Programs.

"Materials" means any Interfaces, materials, documentation or information provided by H2O to Subscriber pursuant to any Services.

"Network Data" means data accessed by Subscriber through the H₂O Analytics Network (other than information owned by Subscriber).

"Network Services" means software services provided by H2O to Subscriber through access to the H₂O Analytics Network as described in Section 2.1.

"NPI" means non-public information relating to customers and former customers of Subscriber. Subscriber information that is subject to Freedom of Information Legislation is not considered NPI.

"Services" means the Network Services, Consulting Services, Remote Support Services and other services provided by H2O to Subscriber under this Agreement.

"Statement of Work" means a written agreement executed by both parties that expressly incorporates the terms of this Agreement and pursuant to which H2O provides Consulting Services to Subscriber. Each Statement of Work shall comply with the requirements of Section 2.2.

"Subscriber" has the meaning set forth in the preamble to this Agreement.

"Subscriber Data" means data belonging to Subscriber including billing data, customer data, meter data, information related to water treatment and the water distribution network, and other data pertaining to Subscriber business operations which is transmitted to H2O via the Interface(s) for processing by the Network Services.

"Technology Documentation" means the user manuals (including electronic documentation) provided by H2O to Subscriber related to Subscriber's use of the Network Services and H₂O Analytics Network, as updated from time to time by H2O.

"Remote Support Services" shall mean the telephone and network-based support services provided by H2O pursuant to Section 2.5 of this Agreement.

"Territory" means the United States of America.

"Variable Payments" means, collectively, the variable payment amounts referenced in Section 3.2 of this Agreement and Section 2 of an applicable Schedule A.

"VPN" means Virtual Private Network, a secured and authenticated data network which relies upon public telecommunication infrastructure.

2. H2O Services.

2.1 Network Services. During the term of this Agreement, H2O shall offer Network Services to Subscriber for use within the Territory. The Network Services shall consist of the following: (i) development of the Interfaces through Consulting Services; and (ii) commencing upon completion and installation of the Interface applicable to a specific Network Service, and continuing thereafter during the term of this Agreement, H2O shall provide Subscriber access to the H2O Analytics Network solely for the following purposes: (a) to transmit Subscriber Data to H2O for only those Network Services authorized in Section 1 of each Schedule A to this Agreement, and (b) to allow Subscriber to access data, analysis and communication services related to such Subscriber data to be formatted in standard forms and transferred between Subscriber, H2O and Subscriber's customers as described in the Technical Documentation. Each Schedule A to this Agreement shall be executed by both parties, expressly reference this Agreement, and be numbered consecutively, commencing with Schedule A-1. Subscriber is not authorized to utilize the H2O Analytics Network or Network Services to transmit Subscriber Data (or any related information) for any Network Services not authorized pursuant to an applicable Schedule A to this Agreement or outside the Territory. Each Schedule A hereto shall contain additional terms and conditions applicable to the Network Services authorized therein.

2.2 Consulting Services; Development of Interfaces. Pursuant to this Agreement and subject to the execution by the parties of an applicable Statement of Work, H2O shall provide user training services or Interface development or customization services pursuant to subsequent Statements of Work executed by both parties. All Consulting Services shall be provided on a time and materials basis at the hourly rates set forth in an applicable Statement of Work (or, if applicable, as set forth in Section 3.4).

Each Statement of Work shall include all material terms applicable thereto, including, without limitation, H2O's hourly rates for such services, a description of the Consulting Services to be performed, any Materials to be provided, and any additional specifications and use restrictions applicable thereto. All Statements of Work related to Consulting Services provided under this Agreement shall be numbered consecutively, commencing with Statement of Work B-1. In the event of a conflict between the terms of any Statement of Work and the provisions hereof, the terms of the Statement of Work shall control solely for purposes of that Statement of Work (unless the Statement of Work expressly provides for the amendment of this Agreement).

2.3 License to Materials. H2O grants to Subscriber a non-transferable, non-exclusive license to use the Materials during the term of this Agreement solely for Subscriber's internal use in connection with its access to the H2O Analytics Network and utilization of the Network Services pursuant to the terms of this Agreement. Subscriber shall not use, reproduce, prepare derivative works based upon, distribute copies of, perform, display, make, use, or sell the Materials or related Technical Documentation related thereto except as expressly authorized in this Agreement.

2.4 License to Use Licensed Programs. Subscriber's use of some Network Services may require Subscriber to utilize certain H2O Licensed Programs. In such event, the applicable Schedule A to this Agreement for such Network Services will contain additional terms and conditions identifying such Licensed Programs and related issues. Subject to all terms and conditions of this Agreement, commencing on the date Subscriber is provided access to each specific Licensed Program H2O grants to

Subscriber, for the term of such Schedule A, a non-exclusive, non-transferable license to use each Licensed Program within the Territory for Subscriber's own internal business operations in using the Network Services identified in such Schedule A. Subscriber shall not modify, reproduce, prepare derivative works based upon, distribute copies of, perform, display, make, use, or sell the Materials or related Technical Documentation related thereto except as expressly authorized in this Agreement.

2.5 Remote Support Services. H2O shall make telephone and network-based support services ("Remote Support Services") available for Subscriber's inquiries regarding problems in its use of the H2O Analytics Network. Remote Support Services shall be available through H2O's help desk approximately eight (8) hours a day (which, as of the Effective Date, are between the hours of 9:00 a.m. and 5:00 p.m., central time, Monday through Friday (excluding holidays recognized by H2O)); these hours are subject to change upon prior written notice to Subscriber. H2O will issue Subscriber identification codes or passwords for accessing the Remote Support Services. Subscriber is responsible for all hourly charges incurred by parties using the identification codes or passwords issued to Subscriber. Remote Support Services are provided for the purpose of trouble shooting only, are not intended as a substitute for user training related to use of the H2O Analytics Network, and do not include any on-site services. H2O shall have no other obligation to provide support services for the Network Services other than as set forth in this Section 2.5. Support services not included within the Remote Support Services described in this Section 2.5 shall only be provided as Consulting Services pursuant to Section 2.2.

2.6 Ownership. All right, title and interest in and to the H2O Analytics Network, Network Data and any Licensed Programs and Materials, and in all patents, trademarks, copyrights, trade secrets, and all other intellectual property and proprietary rights therein, are owned by and shall remain the exclusive property of H2O (or by a third party who has authorized H2O to utilize such property). Subscriber acknowledges and agrees that it does not own, and shall not acquire, any right, title or interest in these items and rights (other than the limited license for use with the Network Services set forth in this Agreement), and that, if necessary, it agrees (and agrees to cause its employees) to perform any acts that may be reasonably necessary to transfer ownership of any right, title, and interest in the H2O Analytics Network, Network Data, and all Licensed Programs and Materials to H2O, including, but not limited to, the execution of further written assignments.

H2O agrees that it shall have no right, title or interest in or to the Subscriber Data, NPI or in any logos, service marks, trademarks, copyrights, trade secrets of Subscriber, and all other intellectual property and proprietary rights therein, pursuant to this Agreement and shall only be entitled to utilize such property as expressly provided herein.

2.7 Use of Subscriber Name and Trademark. Subscriber agrees that, during the term of this Agreement, H2O may reference on its H2O Analytics web site or in related publications that Subscriber is a user and/or subscriber of the H2O Analytics Network and is authorized to publish Subscriber's trademark on such web site or in such related publications.

2.8 Commercial Computer Software. The Licensed Software was developed entirely at private expense and is "commercial computer software" as that term is described within the applicable U.S. Government acquisition regulations. Accordingly, pursuant to FAR 12.212 and DFARS 227.7202, the use, modification, reproduction or disclosure of the Licensed Software by or for the U.S. Government, including any U.S. Government subcontractor, is subject solely to the terms and conditions expressed in this Agreement, except for provisions that are contrary to applicable mandatory federal laws. The parties recognize that state and local governments are not bound by the FAR.

3. Subscriber Obligations.

3.1 Representations and Warranties. Subscriber acknowledges, agrees and warrants that, during the term of this Agreement:

3.1.1 it shall acquire, provide and maintain, as applicable and at its sole expense, licenses for all other software, hardware, equipment, connections, facilities, services and other supplies necessary for the development of an Interface, its access to the H2O Analytics Network, and its use of the Network Services;

3.1.2 it shall be responsible for confirming the accuracy of all data and information supplied or received by it utilizing the H2O Analytics Network or Network Services;

3.1.3 it shall not (i) provide access to the H2O Analytics Network, the Network Services, Licensed Programs or Materials to any third party; (ii) use the H2O Analytics Network, the Network Services, Licensed Programs or Materials for third-party training, commercial time-sharing, out-sourcing, rental, or service bureau use; and (iii) assign, sublicense, lease, transfer, or rent the H2O Analytics Network, the Network Services, Licensed Programs or Materials; and (iv) reverse engineer, disassemble or decompile any software related to the H2O Analytics Network, the Network Services, Licensed Programs or Materials, or cause or permit such acts.

3.1.4 its access to and utilization of the H2O Analytics Network and Network Services shall at all times comply with the Technical Documentation;

3.1.5 it will not knowingly transmit data utilizing the Network Services or the H2O Analytics Network that contains computer code or instructions that will disrupt, damage or interfere with the H2O Analytics Network or related telecommunications equipment or that otherwise infringes or unlawfully misappropriates the intellectual property of any party.

3.2 Payment for Network Services. In addition to all other payment obligations set forth elsewhere in this Agreement, Subscriber shall pay to H2O for the Network Services the amounts set forth in an applicable Schedule A. H2O shall invoice Subscriber for all amounts payable under Section 2 of each applicable Schedule A. All "Fixed Payment" amounts owing under Section 2 of a Schedule A shall be due and payable by Subscriber to H2O, and shall be invoiced, as set forth in the applicable Schedule A. All "Variable Payment" amounts owing under Section 2 of a Schedule A shall be due and payable by Subscriber to H2O, and shall be invoiced on, the last day of the month in which incurred. All payment obligations pursuant to each Schedule A are in addition to any payment obligations under any other Schedule A's to this Agreement.

3.3 Payment for Licensed Programs. All one time fees for an applicable Licensed Program identified in an applicable Schedule A are due and payable by Subscriber to H2O, and Subscriber agrees to pay such amounts, on the date set forth in such Schedule A. H2O shall invoice amounts on the date set forth in the applicable Schedule A.

3.4 Consulting Services Fees. Any Consulting Services provided by H2O to Subscriber pursuant to this Agreement will be mutually agreed upon in advance in a Statement of Work signed by each of the parties. In the event a Statement of Work fails to state an hourly rate for such services, the hourly rate shall be H2O's standard rate for such services at such time. (For informational purposes only, as of the Effective Date, H2O's standard hourly rates for Consulting Services are \$150 per resource and are subject to change at any time). Fees for Consulting Services shall be invoiced by H2O to Subscriber once a month on the last day of the month in which such fees and expenses are incurred and are due and payable by Subscriber to H2O on the date of the invoice for such amounts.

3.5 Other Expenses. Subscriber shall pay H2O for all reasonable travel, living and out-of-pocket expenses incurred by H2O in providing Consulting Services to Subscriber (such expenses shall be presumed to be reasonable if they are consistent with H2O's

then current travel and expense policy, a copy of which is available to Subscriber at any time upon request). Such travel, living and out-of-pocket expenses shall be invoiced on the last day of the month in which incurred and are due and payable by Subscriber to H2O on the date of the invoice for such amounts.

3.6 Remote Support Services Fees. The initial three (3) hours of Remote Support Services for Subscriber during each calendar month shall be provided at no additional charge. All hours of Remote Support Services during each calendar month in excess of three (3) hours shall be provided, and Subscriber agrees to pay for such services, at the rate of \$85 per hour (subject to increase on reasonable prior written notice from H2O). H2O shall invoice Subscriber for all charges for Remote Support Services on a monthly basis on the last day of the month in which incurred, and such charges are due and payable by Subscriber to H2O on the date of the invoice for such amounts.

3.7 Late Fees. In the event Subscriber fails to pay any correct amounts pursuant to the terms of this Agreement within thirty (30) days of the date of its receipt of the applicable invoice for such amounts, H2O shall be entitled to charge, and Subscriber shall pay, a late fee equal to one and one half percent (1.5%) (or, if less, the highest rate of interest allowed by law) of the outstanding balance, or portion thereof, for each thirty (30) day period such amount or portion thereof remains outstanding after the applicable invoice date.

3.8 Taxes. The charges and fees set forth in this Agreement do not include taxes. If H2O is required to pay sales, use, property, value-added, or other federal, national, provincial, state or local taxes based on the licenses or services provided under the terms of this Agreement or on Subscriber's use of such services or licenses, then such taxes shall be billed to and promptly paid by Subscriber. This Section shall not apply to taxes based on H2O's income and property owned by H2O, which shall remain the responsibility of H2O.

3.9 Price Changes for Schedule A Charges. H2O reserves the right to increase all fees/charges described in any Schedule A to this Agreement at any time, provided that (i) such fees/charges are not increased more than once per year, and (ii) H2O notifies Subscriber of such increases for fees/charges no later than sixty (60) days prior to the effective date of such increases. Each Schedule A may contain additional terms related to increases in the charges set forth in such Schedule A.

3.10 Charges Not Included. Costs and expenses for any software, consulting services, materials and third party software, hardware or services not included in the fees/charges set forth in an applicable Schedule A of this Agreement shall be the responsibility of Subscriber.

3.11 Invoices. Invoices from H2O to Subscriber pursuant to this Agreement shall be sent to Subscriber at the following address:

Subscriber: City of Ridgeland
Address: 100 W. School St.
Ridgeland, MS 39157
Attn: Chris Bryson
Tel.: (601) 853-2027
Email: chris.bryson@ridgelandms.org

3.12 Communications Connectivity. Subscriber shall provide its own Internet connectivity for transmission of Network Data to H2O and for accessing the Network Services. Subscriber will make VPN connectivity available to H2O for purposes of providing the Remote Support Services specified in Section 2.5 of this Agreement and the Consulting Services described in Section 2.2 of this Agreement and associated Statements of Work.

4. Term and Termination.

4.1 Term. The initial term of this Agreement shall commence on the Effective Date and shall continue for a period of one (1) year thereafter. This Agreement shall automatically renew thereafter for successive one (1) year periods, unless a written notice of non-renewal is provided by either party to the other not less than sixty (60) days prior to the expiration of the initial term or any subsequent renewal term.

4.2 Termination for Cause. In the event either party defaults under any other material obligation in this Agreement or an applicable Schedule A, the non-defaulting party shall give written notice of such default. If the defaulting party fails to cure such default within thirty (30) days its receipt of such default notice (or such other time agreed to in writing by the parties), the non-defaulting party may immediately terminate this Agreement or the applicable Schedule A by written notice to the defaulting party. The parties understand and agree that an applicable Schedule A may be terminated without terminating the Agreement or another Schedule A. The termination of this Agreement shall immediately terminate all Schedules hereunder.

4.3 Effect of Expiration or Termination. The expiration or termination of this Agreement shall not relieve Subscriber's obligations under this Agreement with respect to the payment of all fees and expenses incurred as of the effective date of such termination or that Subscriber is otherwise obligated to pay as of such date that are not the basis for Subscriber's termination for cause of this Agreement (if terminated for cause by Subscriber). In addition, upon expiration or termination of this Agreement, Subscriber shall immediately (i) discontinue use of the Network Services, the H₂O Analytics Network and all Materials; (ii) deliver to H₂O all physical copies of all Materials, including, without limitation, any Interfaces, and other proprietary and intellectual property of H₂O that is in the Subscriber's possession; and (iii) within thirty (30) days after expiration or termination of this Agreement, an officer of Subscriber shall certify in writing to H₂O that Subscriber has complied with the provisions of this Section 4.4. This requirement applies to copies in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials.

4.4 Suspension of Network Services. H₂O may immediately suspend Subscriber's use of the H₂O Analytics Network if Subscriber uses such network in a manner that violates this Agreement that does, or is likely to, result in material harm to H₂O or otherwise becomes more than sixty (60) days past due in any amounts owing under this Agreement. Such suspension shall continue until Subscriber confirms in writing that it has taken the necessary steps to terminate and prevent such unauthorized use or has paid the past due amounts. In the event of any such immediate suspension, H₂O shall provide Subscriber oral or written notification of such suspension, which shall include a detailed description of the violation, within two (2) hours of such suspension so that Subscriber (i) knows about such suspension and violation, and (ii) the basis for the suspension.

4.5 Other Termination of Schedule A. Each Schedule A hereto may include additional terms and conditions related to the termination of that specific Schedule A.

5. Warranties.

5.1 Performance of Consulting Services. H₂O shall perform the Consulting Services described in this Agreement in a workmanlike manner consistent with applicable industry standards, provided that Subscriber notifies H₂O of any breach of this sentence within thirty (30) days after completion of the Consulting Services applicable to any alleged breach.

5.2 Warranty for Interfaces. H₂O warrants that, for a period of sixty (60) days from the date of delivery to Subscriber, an Interface will perform according to the specifications set forth in the Technical Documentation or, if applicable, the Statement of Work.

5.3 Warranty for Licensed Programs. H₂O warrants that, for a period of ninety (90) days from the date an applicable Schedule A is executed by the parties, the applicable Licensed Program (not including Materials), when used in accordance with the applicable Technical Documentation and consistent with the terms of this Agreement, will perform in substantial compliance with all material specifications for such Licensed Program as set forth in such Technical Documentation. In the event a Licensed Program fails to perform as warranted herein during such period, H₂O shall make commercially reasonable efforts to correct any reproducible error condition reported to H₂O during the applicable period. In the event H₂O is unable to correct such reported reproducible error within a reasonable period of time, Subscriber, as Subscriber's sole and exclusive remedy and H₂O's entire liability, shall be entitled to: (i) terminate the applicable Schedule A and (ii) a credit of the one-time license fees actually paid pursuant to this Agreement for such Licensed Program. In the event H₂O provides such credit for the benefit of Subscriber, Subscriber shall return all copies of the Licensed Program to H₂O. The limited warranty provided hereunder shall not apply to a Licensed Program to the extent it has been modified by other than H₂O or not used in accordance with the Technical Documentation or this Agreement.

5.4 Disclaimer of Warranties. The warranties specified in this Section 5 are the complete warranties between H₂O and Subscriber. **EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS SECTION 5, H₂O MAKES NO WARRANTY, CONDITION OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE SERVICES, THE H₂O ANALYTICS NETWORK, THE NETWORK DATA, LICENSED PROGRAMS OR MATERIALS, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT ANY USE OF THE SERVICES, H₂O ANALYTICS NETWORK, NETWORK DATA OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR MEET SUBSCRIBER'S REQUIREMENTS.**

6. Limitation of Liability.

6.1 TO THE EXTENT PERMISSIBLE UNDER MISSISSIPPI LAW, UNDER NO CIRCUMSTANCES SHALL H₂O (OR ITS SUPPLIERS AND CONTRACTORS) HAVE ANY LIABILITY TO SUBSCRIBER FOR ANY CONSEQUENTIAL (INCLUDING LOST PROFITS), EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES OR COSTS RESULTING FROM ANY CLAIM (WHETHER IN CONTRACT, TORT, NEGLIGENCE, OR STRICT LIABILITY) RELATED TO OR ARISING OUT OF THIS AGREEMENT OR THE USE OR INABILITY TO USE, OR PERFORMANCE OR NONPERFORMANCE OF, THE NETWORK SERVICES, H₂O ANALYTICS NETWORK, NETWORK DATA, LICENSED PROGRAMS OR MATERIALS, OR ANY COMPONENT THEREOF, EVEN IF H₂O HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. H₂O SHALL NOT BE LIABLE FOR ANY THIRD PARTY CLAIMS AGAINST SUBSCRIBER OTHER THAN AS EXPRESSLY PROVIDED IN THIS AGREEMENT.

6.3 Without limiting Section 6.1 above, H₂O's liability (including its suppliers and contractors) for any breach(es) of this Agreement shall be limited to actual, direct damages incurred by Subscriber as a result of such breach, and its aggregate liability for such actual damages for any and all such breaches shall not exceed, under any circumstances, the aggregate amount of the charges and fees paid by Subscriber to H₂O pursuant to this Agreement during the six (6) month period immediately preceding the most recent default by H₂O of its obligations under this Agreement.

6.4 Subscriber agrees that H₂O shall have no liability whatsoever, actual or otherwise, to Subscriber based on any of the following: (i) any delay, interruption in use of, failure in or breakdown of the Network Services, Licensed Programs or H₂O Analytics Network or errors or defects in transmission occurring in the course of the use of the H₂O Analytics Network; (ii) any unlawful or unauthorized use

of the Network Services, Licensed Programs, H₂O Analytics Network, Network Data, or Materials; (iii) any loss of or damage to Subscriber's records or information; (iv) any claims based on third party communication provider services; or (v) any claim resulting from the termination of the Services.

6.5 H₂O shall defend Subscriber, at H₂O's expense, against a third party claim that the Licensed Programs or Materials as provided and used within the scope of this Agreement infringe or unlawfully misappropriate such party's United States patents, copyrights, trademarks, or trade secrets, and pay any amounts awarded by a court of appropriate jurisdiction to such third party to the extent based on such claims or otherwise included in a settlement of such claims approved by H₂O, provided that: (a) Subscriber notifies H₂O in writing promptly (but in no event more than thirty (30) days after) upon becoming aware of such a claim and (b) Subscriber allows H₂O to control, and cooperates with H₂O in, the settlement and defense of such claims. H₂O shall have no authority pursuant to this Section 6.4 to agree to payment on behalf of Subscriber that will not be paid by H₂O or to agree to other equitable relief not related to the Licensed Programs, Materials or Network Services.

H₂O shall have no liability for any claim based, in whole or in part, on: (a) use of the Licensed Programs or Materials outside the scope of this Agreement; (b) use of a superseded or altered release of the Licensed Programs or Materials, if the infringement would have been avoided by the use of the current release of the Licensed Programs or Materials made available by H₂O to Subscriber under this Agreement; (c) the combination, operation, or use of any Licensed Programs or Materials licensed hereunder with any software, hardware or other materials not represented in the applicable Technical Documentation as interoperable with the applicable Licensed Program or Materials; or (d) any modification of the Licensed Programs or Materials not made by H₂O.

In the event the Licensed Programs or Materials are held to infringe or unlawfully misappropriate, or are believed by H₂O to infringe or unlawfully misappropriate, a third party's United States patent, copyright, trademark, or trade secret, H₂O shall have the option, at its expense, to (i) modify the Licensed Programs or Materials to be non-infringing; (ii) obtain for Subscriber a license to continue using the Licensed Programs or Materials, (iii) replace the Licensed Programs or Materials with alternative non-infringing software; or (iv) terminate the license for the infringing Licensed Programs or Materials and, to the extent applicable, refund the one time license fees paid for the applicable Licensed Programs or the fees paid for the Consulting Services paid by Subscriber to H₂O to develop the Materials, if any.

This Section states H₂O's entire liability, and Subscriber's exclusive remedy, for any claims for infringement or unlawful misappropriation, whether such action, claim or proceeding is based on breach of warranty or any other cause of action.

7. Confidentiality.

7.1 Confidential Information. By virtue of this Agreement, the parties may have access to information that is confidential to one another. "Confidential Information" shall mean: (i) the terms and pricing under this Agreement; (ii) the data being transmitted on behalf of Subscriber; (iii) information related to the H₂O Analytics Network and any Licensed Programs or Materials (which shall be considered H₂O's Confidential Information); (iv) NPI transmitted by or to Subscriber; and (v) all information clearly identified by either party as confidential at the time of disclosure (collectively, the "Confidential Information"). A party's Confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) is lawfully disclosed to receiving party by a third party without an obligation of nondisclosure to the disclosing party; (c) is independently developed by the other party without reference to the Confidential Information; or (d) was already in the receiving party's possession prior to the Effective Date of this Agreement. Additionally, a party

may disclose Confidential Information solely to the extent required by subpoena, court order or government requirement to be disclosed, provided that the receiving party shall give the disclosing party prompt written notice of such subpoena, court order or government requirement so as to allow such disclosing party to have an opportunity to obtain a protective order to prohibit or restrict such disclosure. Confidential Information disclosed pursuant to subpoena, court order or government requirement shall otherwise remain subject to the terms applicable to Confidential Information.

7.2 Obligations of Non-Disclosure. During the term of this Agreement, the parties are authorized to use the Confidential Information of the other party solely for the purposes of this Agreement and to disclose such Confidential Information within such party on a need to know basis only. A party shall not disclose the Confidential Information of the other party to third parties other than as expressly authorized in this Agreement or as previously authorized in writing by the party owning such Confidential Information. The parties agree to use the same care and discretion to avoid the unauthorized disclosure, publication or dissemination of the other party's Confidential Information received pursuant to this Agreement as it uses to protect its own similar information that it does not wish to disclose, publish or disseminate (but in no event less than a reasonable standard of care).

7.3 Transmittal of Confidential Information. Subscriber understands that H₂O cannot guarantee the security of such information when transmitted or accessible when using the internet or H₂O Analytics Network or other third party communication providers. Provided that H₂O is otherwise in compliance with its material obligations under Section 7.6, H₂O shall not be liable or responsible to Subscriber or any other party for any losses, damages, claims, costs or other obligations arising out of or relating to any unauthorized access to, disclosure or use of such Subscriber data or other Confidential Information while such information is transmitted or accessible through the H₂O Analytics Network, and shall have no responsibility or liability for any services performed by third party communication providers related to Subscriber's use of the H₂O Analytics Network or any breach of confidentiality or security caused by Subscriber's failure to maintain the confidentiality and control of Subscriber's user identification numbers or passwords related to its use of the H₂O Analytics Network.

7.4 Industry Tracking Information. Subscriber understands that, as part of the Network Services, H₂O may aggregate and disclose information related to the subscribers to the Network Services, in general, of services for their various customers, and agrees that such disclosure shall not be considered or otherwise deemed a breach of this Agreement.

7.5 Disclosures Related to Network Services. Subscriber agrees that the purpose of certain Network Services is to view information and that Subscriber's customers may use the Network Services to share their information with others. Such usage is intended and does not constitute unauthorized disclosure of information. Subscriber shall indemnify and hold H₂O harmless from and against any third party claims against H₂O related to such disclosures. Additionally, H₂O shall not be liable or responsible for any unauthorized disclosures by such customers of any Subscriber Confidential Information.

7.6 Information Security for NPI. For purposes of the NPI, H₂O agrees as follows:

- (i) All NPI shall be considered Subscriber Confidential Information;
- (ii) Other than as expressly authorized in this Agreement or otherwise in writing by Subscriber, H₂O shall not disclose NPI to any third party other than H₂O's contractors or affiliates without the prior written consent of Subscriber;

- (iii) If H2O is required or permitted by law or regulation to disclose NPI under any circumstance not expressly authorized by this Agreement, H2O, where not prohibited by laws, shall notify Subscriber in writing prior to such disclosure if possible or immediately thereafter if prior disclosure is not possible;
- (iv) H2O agrees to take measures consistent with those taken with its own similar Confidential Information, but in no event less than reasonable measures, designed to: (a) protect the security and confidentiality of NPI; (b) protect against any reasonably anticipated threats or hazards to the security or integrity of NPI; and (c) protect against unauthorized access to or use of such Subscriber Information that could result in substantial harm to any of Subscriber's customers;
- (v) H2O agrees that, on not less than ten (10) business days prior written notice, Subscriber may audit H2O's compliance with its obligations related to such NPI by having H2O collect all such NPI then in its possession for review by Subscriber and have an officer of H2O certify in writing that H2O has not made any unauthorized use of the NPI as of the date of such written confirmation. Any such review shall take place at H2O's location, occur during normal business hours, last not more than two business days, and not unreasonably interfere with H2O's normal business operations. Subscriber shall comply with H2O's normal on site policies and regulations in connection with any such review.
- (vi) On receipt of written request by H2O from Subscriber following the expiration or termination of this Agreement, H2O shall return or certify that it has destroyed all NPI provided by Subscriber pursuant to this Agreement (provided, however, in the event that any such NPI is retained in any backup tapes (or similar media) for recovery purposes, such NPI on the back-up tapes shall remain subject to the terms hereof and be destroyed by H2O in the ordinary course of its business for such records); and
- (vii) The terms of this Section 7.6 applicable to NPI shall survive the expiration or termination of this Agreement and continue for so long as H2O has such Nonpublic Personal Information in its possession.

H2O shall promptly notify Subscriber if it determines that third parties have accessed the NPI other than as authorized herein. H2O shall respond promptly and thoroughly to Subscriber's requests for information concerning the specific security measures implemented by H2O, provided, however, that H2O shall not be obligated to disclose proprietary information related to the H2O Analytics Network or the security measures utilized in connection therewith.

Upon reasonable written notice to H2O (which in no event shall be less than ten (10) business days), Subscriber may, at its expense, inspect the information security systems implemented by H2O consistent with audits H2O allows to be conducted by its general customer base for subscribers to the H2O Analytics Network; provided, however, H2O shall not be required to disclose proprietary information related to the H2O Analytics Network or the security measures utilized in connection therewith that it does not make generally available to other subscribers for similar audits.

In the event Subscriber determines that the information security measures implemented by H2O are not adequate, Subscriber will notify H2O of such determination and outline the additional information security measures Subscriber believes should be implemented by Subscriber. In the event (i) H2O does not implement the security measures requested by Subscriber within a

reasonable period of time, or (ii) if H2O does not provide the related security information for the H2O Analytics Network that Subscriber considers relevant to its security audit as described in the preceding paragraph, Subscriber, as its sole and exclusive remedy and H2O's entire liability, may terminate this Agreement on written notice to H2O, and such written notice shall be effective on the sooner to occur of: (i) the termination date set forth in such notice of termination or (ii) sixty (60) days from H2O's receipt of such notice of termination.

8. Miscellaneous.

8.1 Governing Law. This Agreement and all performance hereunder shall be governed by the laws of the State of Mississippi, without regard for its conflicts of law principles.

8.2 Notices. All notices required hereunder shall be in writing and sent by first class mail and either (i) registered or certified mail, return receipt requested, or (ii) reliable overnight courier. Notices to H2O shall be addressed to: H2O Analytics Corporation, PO Box 29661, Austin, TX 78755, Attn: Jim Brown. Notices to Subscriber shall be addressed to: City of Ridgeland, 100 W. School St., Ridgeland, MS 39157, Attn: Chris Bryson.

8.3 Severability. In the event any provision of this Agreement, or portions thereof, is held to be invalid, illegal, or unenforceable, they are to that extent deemed to be omitted and the remaining provisions of this Agreement will be effective.

8.4 Waiver. The waiver by either party of any default, breach, or right of this Agreement shall not constitute a waiver of any other or subsequent default, breach, or right.

8.5 Survival. The expiration or termination of this Agreement shall not relieve either party of any obligations of payment that accrued pursuant to the terms of this Agreement, or that such obligated party agreed to pay, prior to the effective date of such expiration or termination, and the parties' obligations under Sections 6 (Limitation of Liability), 7 (Confidentiality), and 8 (Miscellaneous) shall survive the expiration or termination of this Agreement.

8.6 Force Majeure. Neither party shall be responsible for failure to perform in a timely manner under this Agreement when its failure results from any of the following causes: Acts of God or public enemies, civil war, insurrection or riot, fire, flood, explosion, earthquake or serious accident, strike, labor trouble or any cause beyond its reasonable control.

8.7 Assignment. Subscriber party may not assign its rights or obligations under this Agreement, in whole or in part, without the prior written consent of H2O. Any purported assignment of rights in violation of this Section 8.7 is void.

Notwithstanding the foregoing, H2O agrees that Subscriber may assign this Agreement (in its entirety) to a third party in connection with such third party's purchase of all or substantially all of the assets of Subscriber, provided that any such assignment authorized in this Section 8.7 shall be subject to the following conditions: (a) the assignee is a water utility and is not a competitor, directly or indirectly, of H2O; and (b) the assignee expressly assumes all rights and obligations of Subscriber under this Agreement in a written agreement with H2O.

The assignment of this Agreement pursuant to this Section shall not relieve Subscriber of any obligations outstanding as of the effective date of such assignment. All rights and licenses of Subscriber hereunder shall terminate as of the effective date of any assignment of this Agreement; provided, however, Subscriber's obligations of confidentiality pursuant to Section 7 above shall continue in accordance with Section 7 indefinitely.

This Section shall not prohibit H2O's right to assign this Agreement; provided, however, that any assignee of this Agreement by H2O shall expressly assume H2O's obligations under this Agreement.

8.8 Export Administration. Subscriber is not authorized to transfer, or cause to be transferred, or utilize any Licensed Programs,

Materials, Network Services or the H₂O Analytics Network outside the Territory. In the event Subscriber is subsequently authorized in writing by H₂O to transfer or utilize any Licensed Programs or Materials outside such Territory, Subscriber agrees to comply fully with all relevant export laws and regulations of the United States to assure that neither the Licensed Programs or Materials, nor any direct product thereof, are exported, directly or indirectly, in violation of United States law.

8.9 Dispute Resolution. In the event of a dispute, the parties shall work together in good faith to resolve the matter through informal means, including timely escalation of the dispute to senior management having full settlement authority. If the dispute remains unresolved, the parties will use a mutually agreed non-binding alternative dispute resolution technique. Either party may seek a judicial resolution only after completion of the foregoing

Each party has caused this Agreement to be executed by its duly authorized representative.

H2O ANALYTICS CORPORATION

By: James E. Brown
Name: JAMES E. BROWN
Title: PRESIDENT
Date: 3-10-2022

procedures; provided, however, that either party may seek injunctive or other equitable relief to which they may be entitled at any time.

8.10 Entire Agreement. All Schedules and supplements attached to this Agreement are incorporated herein by reference and are expressly made a part of this Agreement (except supplements that require execution by the parties, which shall not be binding until executed by both parties). This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party.

CITY OF RIDGELAND

By: _____
Name: _____
Title: _____
Date: _____

SCHEDULE A-1
HOSTED SOFTWARE AND SERVICES AGREEMENT
BETWEEN H2O ANALYTICS CORP AND CITY OF RIDGELAND

This Schedule A-1 to the Hosted Software and Services Agreement ("Schedule A") is effective as of the latest date on the signature section below ("Effective Date of this Schedule A") by and between H2O Analytics Corporation ("H2O"), a Texas corporation, having a place of business at 5404 Ridge Oak, Austin, TX 78731, and City of Ridgeland ("Subscriber"), a political subdivision of the State of Mississippi, having a principal place of business at 100 W. School St., Ridgeland, MS 39157.

This Schedule A incorporates by reference that certain Hosted Software and Services Agreement of even date herewith (the "Agreement") by and between the parties, and Subscriber's access to the H2O Analytics Network and use of the Network Services shall be governed by the terms and conditions of the Agreement. The Agreement shall remain in full force and effect, except that it shall be supplemented as set forth in this Schedule A. Any capitalized terms that are not defined in this Schedule A shall have the meanings set forth in the Agreement. Should a conflict arise between this Schedule A and the Agreement, the provisions of this Schedule A shall control.

1. **Authorized Network Services.** Commencing on the Effective Date of this Schedule A and as the standard Interfaces for each such Network Service identified below are made available by H2O to Subscriber and continuing so long as such Network Services are offered through the H2O Analytics Network, H2O hereby authorizes Subscriber to utilize the H2O Analytics Network and Network Services within the Territory pursuant to the terms of the Agreement and this Schedule A:

- (a) H2O Device Exchange System for Meter Surveys and Meter Change-outs
- (b) H2O Device Exchange System Management Console
- (c) H2O Mapper for use in conjunction with H2O Device Exchange System

2. **Payments for Network Services Authorized Pursuant to Section 1.**

2.1 Payments for Network Services in Sections 1(a) through (c). In addition to all other payment obligations elsewhere in the Agreement, Subscriber agrees to pay the following Fixed, Variable and Annual Support Payments for its use of the H2O Analytics Network and Network Services set forth in Sections 1(a) through (c) of this Schedule A:

- (i) Fixed Payment. An initial one-time payment of \$14,000.00 is due upon the Effective Date of this Schedule A. Subscriber is authorized to use the H2O Mobile Work application to process up to 10,000 meter installations with an unlimited number of users.
- (ii) Optional Annual Support Payments. If the project duration exceeds one year, the first Annual Support Fee of \$2,800.00 will be due one year from the Effective Date of this Schedule A and will be due annually thereafter during the term of the Agreement and this Schedule A.

Subscriber understands and agrees that H2O may increase any fees/charges described in this Section 2.1 of Schedule A to this Agreement at any time, provided that (i) such fees/charges are not increased more than once per year, and (ii) H2O advises Subscriber of such increases for fees/charges no later than sixty (60) days prior to the effective date of such increases.

Each party has caused this Schedule A to be executed by its duly authorized representative.

H2O ANALYTICS CORPORATION

CITY OF RIDGELAND

By: James E. Blum

By: _____

Name: JAMES E. Blum

Name: _____

Title: PRESIDENT

Title: _____

Date: 3-10-2022

Date: _____

STATEMENT OF WORK B-1
BETWEEN H2O ANALYTICS CORP AND CITY OF RIDGELAND

This **Schedule B-1 to the Hosted Software and Services Agreement** ("Schedule B") is effective as of the latest date on the signature section below ("Effective Date of this Schedule B") by and between **H2O Analytics Corporation** ("H2O"), a Texas corporation, having a place of business at 5404 Ridge Oak, Austin, TX 78731, and **City of Ridgeland** ("Subscriber"), a political subdivision of the State of Mississippi, having a principal place of business at 100 W. School St., Ridgeland, MS 39157.

This Schedule B incorporates by reference that certain Hosted Software and Services Agreement of even date herewith (the "Agreement") by and between the parties, and Subscriber's access to the H2O Analytics Network and use of the Network Services shall be governed by the terms and conditions of the Agreement. The Agreement shall remain in full force and effect, except that it shall be supplemented as set forth in this Schedule B. Any capitalized terms that are not defined in this Schedule B shall have the meanings set forth in the Agreement. Should a conflict arise between this Schedule B and the Agreement, the provisions of this Schedule B shall control.

1. PROJECT ACTIVITIES AND DELIVERABLES

The table below details tasks and deliverables for the H2O resources. These tasks and deliverables may change to accommodate the Subscriber's needs with the project. Any changes to these deliverables will follow the procedures outlined in Section 2.1 below.

Task Name	Description / Deliverable
Mobile Device Configuration and Software Installation	Install the mobile app on Subscriber's devices. Validate communication / data synchronization between device and the H2O Analytics cloud platform.
Configure Subscriber Database and Security Directory	Setup a Security Directory for Subscriber on the H2O Analytics cloud platform. This will allow Subscriber to manage its own user profiles and access permissions to the Management Console.
Install H2O Mapper	Install the H2O Mapper utility on Subscriber's computer. The Mapper supports various billing software and AMR software "route file" formats which can be used to quickly onboard client data. Billing systems that do not support one of the pre-configured Mapper formats will require either the development of a new Mapper plugin, or a Billing-system specific interface.
Billing System Interface	Setup Billing system interface for client billing system using AMR route file. Imports routes, locations, accounts, meter data and last/prior reading information into the Mobile Work application to allow point/click assignment of routes to the Mobile App. Work with Incode to implement their "mass meter change-out" interface between the systems allowing automated meter change-outs (separate fees payable from Ridgeland to Incode may apply).
Testing and Training	Thoroughly test all system functions and obtain Subscriber signoffs. Train Subscriber staff members on all system functions.

2. PROJECT MANAGEMENT

2.1 Agreed-Upon Baseline

This Statement of Work identifies the work activities that will be tracked, defines the boundaries for scope control, and clarifies many of the areas where issues may arise that need to be managed.

2.2 Change Control Procedure

The Change Control Procedure is a crucial mechanism that can affect the success or failure of this project. This process is the primary vehicle for containing scope and ensuring that management has the opportunity to make timely trade-offs between the three key project variables of cost, time and scope. It is imperative that potential changes are identified early, documented carefully, and resolved at the appropriate levels of responsibility. The following is the Change Order Procedure that will be followed by the parties:

i. Subscriber Shall Submit Change Orders In Writing. Should Customer desire to make a Change in the Consulting services described in the Statement of Work after the commencement of the Project, Subscriber shall submit a written request for such change ("Change Order Request") to the H2O project manager. For purposes of this Agreement, a "Change" is broadly defined as: work activities or work products not originally described in the Statement of Work. Such request must be signed by an authorized representative of Subscriber.

ii. H2O must Respond with Estimated Impact (time and expense) within 5 Business Days, or within such time as the parties agree is reasonable depending upon the scope and urgency of the request, of receipt of the Change Order Request, the H2O project manager shall provide the Subscriber's project manager with a written estimate of the impact of the Change described in the Change Order Request in relation to the estimated costs and expenses which will be incurred, as well as the impact on the timing and delivery of the deliverables described in the Project Plan ("Change Order Offer").

iii. Subscriber must Decide Whether to Proceed within 5 Business Days of receipt of the Change Order Offer. Subscriber shall have five (5) business days to indicate its acceptance of the Change Order Offer by having an authorized representative sign such Change Order Offer and deliver it to the H2O project manager. If the Change Order Offer is not delivered to H2O within five days after the estimate is delivered to Subscriber, it shall be deemed to have been rejected.

Each party has caused this Schedule B to be executed by its duly authorized representative.

H2O ANALYTICS CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

CITY OF RIDGELAND

By: _____

Name: _____

Title: _____

Date: _____

March 24, 2022

Attention: City of Ridgeland
Public Works Department
100 West School Street
Ridgeland, Mississippi 39157

Subject: Sole Source Letter

This is to certify that Teledyne ISCO, a business unit of Teledyne Instruments, Inc. is the sole manufacturer of Teledyne ISCO and QCEC automatic water/wastewater sampling and flow monitoring equipment. These items include but are not limited to flowmeters, samplers, rain gauges, connecting cables, and associated hardware, as well as, operational and flow management software. Equipment and parts can be obtained either directly from Teledyne ISCO or through our local representative, C.C. Lynch & Associates, Inc.

C.C. Lynch & Associates, Inc., with offices located at 300 Davis Avenue, Pass Christian, Mississippi 39571, is the authorized exclusive Teledyne ISCO Sales Representative and Distributor for the following territory:

- Alabama.
- Mississippi.
- Louisiana.
- Florida including the counties of:
 - Gulf, Calhoun, Jackson, Bay, Washington, Holmes, Walton, Okaloosa, Santa Rosa, and Escambia.
- Texas south of and including the counties of:
 - Bailey, Lamb, Hale, Floyd, Motley, Cottle, and Hardeman.

This letter is valid until December 31, 2023.

Best Regards,

Patricia Bishop

Patricia Bishop
Contracts Specialist
Teledyne ISCO
A business unit of Teledyne Instruments, Inc.



The Water Monitoring People

C.C. LYNCH AND ASSOCIATES, INC.
P.O. Box 836 300 Davis Avenue
Pass Christian, MS 39571
800-333-2252 228-452-2563 fax
Fed ID: 64-0590404
www.cclynch.com info@cclynch.com

Invoice

DATE	Invoice #
2/3/2022	213100

BILL TO			SHIP TO			
City of Ridgeland PO Box 217 Ridgeland, MS 39158			City of Ridgeland 240 West School Street Ridgeland, MS 39157			
P.O. NUMBER		REP	Terms	SHIP	VIA	F.O.B.
22-70928		LSJ	Net 30 Days	2/3/2022	BEST WAY	ne
QTY	ITEM CODE	DESCRIPTION		U/M	PRICE EACH	AMOUNT
4	682160061ISCO3099	TIENet® 360 LaserFlow sensor with 75 ft (23 m) cable and built-in ultrasonic level sensor . Cable is terminated with a TIENet plug for connection to a Signature® portable meter or a 2160 LaserFlow module (not included).			9,500.00	38,000.00
2	604307023	TIENet® Network Expansion Box, with 10 ft cable. Rated IP 67 (NEMA 4X, 6).			492.00	984.00
4	604364003	Permanent wall mount for TIENet® 360 LaserFlow sensor.			745.00	2,980.00
1	ISCFRT	Isco Shipping and Handling			479.00	479.00
Customer Responsible for Sales Tax PLEASE PAY FROM INVOICE-NO STATEMENT WILL BE SENT. ---- THIS INVOICE IS DUE AND PAYABLE WITHIN 30 DAYS FROM INVOICE DATE. IF UNPAID AFTER 30 DAYS FROM INVOICE DATE, CUSTOMER, BY ACCEPTANCE OF THIS INVOICE AGREES TO PAY A SERVICE CHARGE OF 1.5% PER MONTH (18% ANNUAL RATE-MINIMUM CHARGE OF \$.50). IF AN ATTORNEY IS REQUIRED FOR COLLECTION, CUSTOMER WILL PAY REASONABLE ATTORNEY FEES AND COURT COSTS AS PERMITTED BY LAW. Sales Tax (0.0%) \$0.00 Total \$42,443.00 Balance Due \$42,443.00						

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

City of Ridgeland

AND

NEEL-SCHAFFER, INC.

This is an Agreement made on _____, 2022, between the City of Ridgeland, Madison County, Mississippi, the **OWNER**, and **NEEL-SCHAFFER, INC.**, the **ENGINEER**.

The **OWNER** intends to resurface the east end East County Line Road from the intersection of South Wheatley Street to the intersection of Old Canton Road, which is described in more detail in **Exhibit A, Project Description**, and hereinafter called the “**Project**.”

Exhibit B contains the “**Scope of Design Phase Services**” while the “**Project Schedule**” is contained in **Exhibit C**. Compensation is detailed in **Exhibit D,” Payment to Engineer**”. This AGREEMENT does not include the following services:

- Field Survey.
- Geotechnical Investigation.

The **OWNER** and the **ENGINEER**, in consideration of the mutual covenants herein, agree with respect to the performance of professional engineering services by the **ENGINEER** relative to the **Project** and the payment for these services by the **OWNER** as set forth herein.

SECTION 1 — BASIC SERVICES OF ENGINEER

1.1 **ENGINEER** shall provide for **OWNER** professional engineering services for all phases of the **Project** to which this **Agreement** applies as hereinafter provided. These services will include serving as **OWNER's** professional engineering representative for the **Project**, providing consultation and advice and furnishing customary engineering services.

1.2 By execution of this **Agreement**, **OWNER** authorizes **ENGINEER** to provide Basic Services for the Design Phase of the **Project** in accordance with **Exhibit B, "Scope of Design Phase Services."**

SECTION 2 — ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by **OWNER**, **ENGINEER** shall provide, or obtain from other qualified persons or firms, Additional Services which are not included as part of the Basic Services specified in Section 1. Additional Services shall include, but are not limited to, the following:

2.1. Services resulting from significant changes in the general scope, extent or character of the **Project** designed or specified by **ENGINEER** or its design including, but not limited to, changes in size, complexity, **OWNER's** schedule, character of construction or method of financing; and revising

previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond **ENGINEER's** control.

2.2. Preparing documents for alternate bids requested by **OWNER** for Contractor's work which is not executed or documents for out-of-sequence work.

2.3. Services resulting from the award of more than one separate prime contract for construction, materials or equipment for the **Project** unless multiple awards were contemplated and included as part of Basic Services in Section 1.

2.4. Assistance in connection with rebidding or renegotiating contracts for construction which involve modifying the Contract Documents to revise the **Project's** general scope, extent or character as necessary to reduce or increase the Construction Cost to bring it within the cost limit.

2.5. Preparing to serve or serving as a consultant or witness for **OWNER** in any litigation, arbitration or other legal or administrative proceeding involving the **Project**.

2.6. Services in making revisions to Contract Documents occasioned by the acceptance of

substitutions proposed by Contractor; and services after the award of the construction contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

2.7. Services resulting from significant delays in Project schedule which occurred through no fault of **ENGINEER**.

2.8. Additional or extended services during construction made necessary by (a) work damaged by fire or other cause during construction; (b) a significant amount of defective, neglected or delayed work of Contractor or supplier; (c) protracted or extensive assistance in the startup or utilization of any equipment or system; (d) acceleration of the progress schedule involving services beyond normal working hours; and (e) default or bankruptcy by Contractor.

2.9. Services during out-of-town travel required of **ENGINEER** other than visits to the **Project** site or **OWNER's** office.

2.10. Additional Services in connection with the **Project**, including services which are to be furnished by **OWNER** in accordance with Section 3 and services not otherwise provided for in Basic Services as specified in Section 1 of this **Agreement**.

SECTION 3 — OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of **ENGINEER** and bear all costs incident thereto:

3.1. Designate in writing a person to act as **OWNER's** representative with respect to the services to be rendered under this **Agreement**. Such person shall have complete authority to transmit instructions and receive information, with respect to **ENGINEER's** services for the **Project**.

3.2. Provide all criteria and full information as to **OWNER's** requirements for the **Project**, including design objectives and constraints; space, capacity and performance requirements; and flexibility, expendability, and any budgetary limitations. Also furnish copies of additional design and construction standards which **OWNER** will require to be included in the Contract Documents.

3.3. Assist **ENGINEER** by placing at **ENGINEER's** disposal available information pertinent to the **Project** including previous reports; geotechnical information; utility locations; property descriptions, zoning, deed and other land use restrictions; and any other data relative to design or construction of the **Project**. **ENGINEER** shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the **OWNER**.

3.4. Arrange for access to and make all provisions for **ENGINEER** to enter upon public and private property as required for **ENGINEER** to perform services under this **Agreement**.

3.5. Examine studies, reports, sketches, drawings, specifications, proposals and other documents presented by **ENGINEER** and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.

3.6. Acquire property for easements and rights-of-way required for construction of the **Project**.

3.7. Give prompt written notice to **ENGINEER** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **ENGINEER's** services, or any defect or nonconformance in the work of the **ENGINEER** or of any Contractor.

SECTION 4 — PERIOD OF SERVICE

4.1. The provisions of this Section 4 and the various rates of compensation for **ENGINEER's** services provided for elsewhere in this **Agreement** have been agreed to in anticipation of the orderly and continuous progress of the **Project** through completion of all phases to which this **Agreement** applies. Specific periods of time and/or completion dates for

rendering services are set forth in **Exhibit C, "Project Schedule."**

4.2. If **OWNER** requests modifications or changes in the scope, extent or character of the **Project**, or if periods of time and/or completion dates are exceeded through no fault of **ENGINEER**, the period of service and amount of compensation for **ENGINEER's** services shall be adjusted equitably.

4.3. In the event that the work designed or specified by **ENGINEER** is to be performed under more than one prime construction contract, the period of service and/or amount of compensation for **ENGINEER's** services shall be adjusted equitably unless multiple awards were contemplated and included as part of Basic Services in Section 1.

SECTION 5 — PAYMENTS TO ENGINEER

5.1. **Methods of Payment.** **OWNER** shall pay **ENGINEER** for Basic Services rendered under Section 1 and Additional Services rendered under Section 2 in accordance with the provisions of **Exhibit D, "Payments to Engineer."**

5.2. **Times of Payment.** **ENGINEER** shall submit monthly statements for Basic and Additional Services rendered. For lump sum and percentage methods of payment, statements will be based upon **ENGINEER's** estimate of the proportion of the total services actually completed at the time of billing. For

cost-plus-fixed-fee method of payment, the amount of fixed fee billed will be based on the proportion of the costs incurred at the time of billing to the maximum allowable costs established for this **Agreement**. **OWNER** shall make prompt monthly payments in response to **ENGINEER's** monthly statements.

5.3. **Delinquent Payments.** The **OWNER** recognizes time is critical with respect to payment of the **ENGINEER's** statements, and that timely payment is a material part of the consideration of this **Agreement**. **ENGINEER's** statements shall be due and payable within 30 calendar days of statement date. If **OWNER** objects to all or any portion of an invoice, **OWNER** shall notify the **ENGINEER** within 14 calendar days of the invoice date, identify the cause of the disagreement and pay when due that portion of the statement not in dispute. If **OWNER** fails to make any payment due **ENGINEER** for services and expenses, excepting any portion of the statement in dispute, within 60 calendar days after receipt of **ENGINEER's** statement, the amounts due **ENGINEER** shall include a charge at the rate of one percent per month from the 60th day unless special arrangements have been previously made and agreed to by both parties in writing. Payment will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that

portion so contested may be withheld from payment, and the undisputed portion will be paid.

5.4. **Termination Payment.** In the event of termination by **OWNER** or **ENGINEER** under Paragraph 6.2, **OWNER** shall pay **ENGINEER** for services and expenses provided to date of termination in accordance with the methods of payment specified in Paragraph 5.1.

5.5. **Records of Costs.** Records of costs pertinent to **ENGINEER's** compensation will be kept in accordance with generally accepted accounting principals. **ENGINEER** is only obligated to maintain these records for a period of three years following date of final payment for services rendered under this **Agreement**.

SECTION 6 — GENERAL TERMS AND CONDITIONS

6.1. Construction Cost.

6.1.1. **Opinions of Cost.** Since **ENGINEER** has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, **ENGINEER's** opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent **ENGINEER's** best judgment as an experienced and

qualified professional, generally familiar with the construction industry; but **ENGINEER** cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by **ENGINEER**.

6.1.2. **Construction Cost Budget.** If a Construction Cost budget is established by written agreement between **OWNER** and **ENGINEER** and specifically set forth in this **Agreement** as a condition thereto, the following will apply:

6.1.2.1. The acceptance by **OWNER** at any time during the provision of services under this **Agreement** of a revised opinion of probable Construction Cost in excess of the then established budget will constitute a corresponding revision in the Construction Cost budget to the extent indicated in such revised opinion.

6.1.2.2. Any Construction Cost budget so established will include a contingency of 10 percent unless another amount is agreed upon in writing.

6.1.2.3. **ENGINEER** will be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents and to make reasonable adjustments in the extent of the **Project** to bring it within the budget.

6.1.2.4. If proposals or bids have not been obtained within six months after completion of the Design Phase, the established Construction Cost budget

will not be binding on **ENGINEER**, and **OWNER** shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Design Phase and the date on which proposals or bids are sought.

6.1.2.5. Use of an estimated or actual Construction Cost of the project as a basis of payment to the **ENGINEER** shall not be construed to mean that a Construction Cost budget has been established for the **Project**.

6.2. **Termination.** The obligation to provide further services under this **Agreement** may be terminated by either party upon 30 calendar days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

6.3. **Suspension.** Upon 14 calendar days' written notice to the **ENGINEER**, the **OWNER** may suspend the **ENGINEER's** work. Suspension for any reason exceeding 60 calendar days shall, at the **ENGINEER's** option, make this **Agreement** subject to re-negotiation or termination as provided for elsewhere in this **Agreement**. Any suspension shall extend the period of service in a manner that is satisfactory to both the **OWNER** and the **ENGINEER**.

6.4. **Ownership and Reuse of Documents.**

6.4.1. Contract Documents and reports prepared by **ENGINEER** pursuant to this **Agreement** shall be the property of the **OWNER**. **ENGINEER** shall have the right to retain copies of all documents for his files.

6.4.2. Contract Documents prepared or furnished by **ENGINEER** and **ENGINEER's** independent professional associates and consultants, pursuant to this **Agreement** are instruments of service with respect to the **Project**. These documents are not intended or represented to be suitable for reuse by **OWNER** or others on extensions of the **Project** or on any other project. Any reuse without written verification or adaptation by **ENGINEER** for the specific purpose intended will be at **OWNER's** sole risk and without liability or legal exposure to **ENGINEER**, or to **ENGINEER's** independent professional associates or consultants. **OWNER** shall indemnify and hold harmless **ENGINEER** and **ENGINEER's** independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle **ENGINEER** to further compensation at rates to be agreed upon by **OWNER** and **ENGINEER**.

6.5. **Insurance.**

6.5.1. The **ENGINEER** maintains workers' compensation insurance coverage and unemployment compensation coverage in an amount as required by state law; comprehensive general liability insurance with maximum limits of \$500,000/\$1,000,000; automotive liability insurance with maximum limits of \$500,000/ \$500,000; and professional liability insurance with an annual limit of \$500,000.

6.6. **Personnel and Facilities.** The **ENGINEER** has, or will secure at his own expense, personnel, equipment and other materials and supplies required to perform the services under this **Agreement** within the period of service set forth in Section 4. **ENGINEER** may subcontract a portion of these services, but these Subcontractors shall be subject to written approval by the **OWNER**. Such personnel shall not be employees of nor have contractual relationship with the **OWNER**.

6.7. **Accounting System.** The **ENGINEER** shall maintain an accounting system which accounts for costs in accordance with generally accepted accounting principles. The **OWNER** reserves the right to audit the **ENGINEER's** accounts which relate to services provided under this **Agreement**.

6.8. **Successors and Assigns.** Neither **OWNER** nor **ENGINEER** shall assign any interest in this **Agreement** without the prior written consent of the other and in no case shall assignment relieve

assignor from liability under this **Agreement**. This **Agreement** shall bind the successors and legal representatives of both parties. Nothing in this **Agreement** shall give any rights or benefits to anyone other than **OWNER** and **ENGINEER**.

6.9. **Relationship.** The **OWNER** has retained **ENGINEER** to provide professional services. These parties have not entered into any joint venture or partnership with the other. The **ENGINEER** is not to be considered the agent of the **OWNER**.

6.10. **Standard of Care.** The **ENGINEER** will ~~strive~~ to perform services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

6.11. **Indemnification.**

6.11.1. To the fullest extent permitted by law, the **ENGINEER** agrees to hold harmless and indemnify **OWNER** from and against liability arising out of **ENGINEER's** negligent performance of professional services under this **Agreement**. To the fullest extent provided by law, the **OWNER** agrees to hold harmless and indemnify **ENGINEER** from and against liability arising out of **OWNER's** negligence.

6.11.2. The **OWNER** shall not be liable to the **ENGINEER** and the **ENGINEER** shall not be liable to the **OWNER** for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the **OWNER**, or the **ENGINEER** or their employees, agents or subcontractors.

6.12. **Recovery of Dispute Resolution Costs.**

In the event that legal action is brought by either party against the other, the prevailing party shall be reimbursed by the other for the prevailing party's legal costs, in addition to whatever other judgments or settlement amounts, if any, may be due.

6.13. **Compliance with Codes and Standards.** The **ENGINEER's** professional services shall incorporate those publicly announced federal, state and local laws, regulations, codes and standards that are applicable at the time the services are rendered. In the event of a change in a law, regulation, et al., the **ENGINEER** shall assess its impact. If, ~~in the~~, the impact is such to significantly affect the **ENGINEER's** compensation or the period of service, then the compensation and/or period of service can be renegotiated.

6.14. **Force Majeure.** Neither **OWNER** nor **ENGINEER** shall be liable for faults or delays caused

by any contingency beyond his control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

6.15. **Separate Provisions.** If any provisions of this **Agreement** are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

6.16. **Hazardous Materials.**

6.16.1.1. When hazardous materials are known, assumed or suspected to exist at a project site, **ENGINEER** is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. **OWNER** hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform **ENGINEER** in writing prior to initiation of services under this **Agreement**.

6.16.1.2. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. **OWNER** agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. **ENGINEER** agrees to notify **OWNER** as soon as practically possible

should unanticipated hazardous materials or suspected hazardous materials be encountered.

6.17. **Subsurface Conditions and Utilities.**

6.17.1. The **OWNER** recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of **ENGINEER**, or **ENGINEER's** subconsultants, with appropriate equipment may fail to detect certain hidden conditions. The **OWNER** also recognizes that actual environmental, geological and geotechnical conditions that **ENGINEER** properly inferred to exist between sampling points may differ significantly from those that actually exist.

6.17.2. **ENGINEER** will locate utilities which will affect the **Project** from information provided by the **OWNER** and utility companies and from **ENGINEER's** surveys. In that these utility locations are based, at least in part, on information from others, **ENGINEER** cannot and does not warrant their completeness and accuracy.

6.18. **Anticipated Change Orders.** **OWNER** recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in Contract Documents; that all details of a completed project are not intended to be covered in the Contract Documents; that a certain amount of errors, omissions, ambiguities and inconsistencies are to be expected in Contract Documents; that contractors are expected to

furnish and perform work, materials and equipment that may reasonably be inferred from the Contract Documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of Change Orders are to be expected. -In no case will **OWNER** make claim against **ENGINEER** for costs incurred if the Change Order work is a necessary part of the **Project** for which **OWNER** would have incurred costs if work had been included originally in the Contract Documents unless **OWNER** can demonstrate that such costs were higher through issuance of the Change Order than they would have been if originally included in the Contract Documents in which case any claim of **OWNER** against **ENGINEER** will be limited to the cost increase and not the entire cost of the Change Order.

6.19. **Value Engineering.** If the **OWNER** retains the services of a **VALUE ENGINEER (VE)** to review the Contract Documents prepared by the **ENGINEER**, it shall be at the **OWNER's** sole expense and shall be performed in a timely manner so as not to delay the orderly progress of the **ENGINEER's** services. The **OWNER** shall promptly notify the **ENGINEER** of the identity of the **VE** and shall define the **VE's** scope of services and responsibilities for the **ENGINEER**. All recommendations of the **VE** shall be given to the

ENGINEER for review, and adequate time will be provided to the **ENGINEER** to respond to these recommendations. If the **ENGINEER** objects to any recommendations made by the **VE**, it shall so state in writing to the **OWNER**, along with the reasons for objecting. If the **OWNER** requires the incorporation of changes in the Contract Documents to which the **ENGINEER** has objected, the **OWNER** agrees, to the fullest extent permitted by law, to waive all claims against the **ENGINEER** and to indemnify and hold harmless the **ENGINEER** from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, which arise in connection with or as result of the incorporation of such changes required by the **OWNER**. In addition, the **ENGINEER** shall be compensated for services necessary to incorporate recommended **VE** changes into reports, drawings, specifications, bidding or other documents. The **ENGINEER** shall be compensated as Additional Services for all time spent to prepare for, review and respond to the recommendations of the **VE**. The **ENGINEER's** time for performance of its services shall be equitably adjusted.

6.20. **Affirmative Action.** During the performance of this **Agreement**, the **ENGINEER** agrees to take affirmative action to ensure that applicants are employed, and employees are treated

during employment, without regard to their race, color, religion, sex or national origin.

6.21. **Conflicts.** In the event of a conflict between the main text of this **Agreement** and any appendix thereof, provisions of the main text shall govern.

6.22. **Governing Law.** The laws of the State of Mississippi will govern the validity of this **Agreement**, its interpretations and performance, and remedies for any claims related to this **Agreement**.

6.23. **Separate Provisions.** If any provisions of this **Agreement** are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

6.24. The **ENGINEER** authorizes Stan Wright, P.E., Registered Professional in the State of Mississippi, to act on his behalf for this **Project**.

SECTION 7 — DEFINITIONS

As used herein, the following words and phrases have the meanings indicated, unless otherwise specified in various sections of this Agreement:

7.1. **Addenda.** Written or graphic instruments issued prior to the opening of bids which clarify, correct or change the bidding documents or the Contract Documents.

7.2. **Agreement.** This contract including all exhibits and documents included by reference.

7.3. **Application for Payment.** The form accepted by **ENGINEER** which is to be used by Contractor in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

7.4. **Bid.** The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the construction work to be performed.

7.5. **Change Order.** A document recommended by **ENGINEER** which is signed by Contractor and **OWNER** and authorizes an addition, deletion or revision in the construction work, or an adjustment in the contract price or the contract time, issued on or after the effective date of the construction contract.

7.6. **Contract Documents.** The drawings and specifications, addenda, and other documents required to obtain bids from contractors for construction of the **Project**.

7.7. **Contractor.** The person, firm or corporation with whom **OWNER** has entered into a contract for construction of the **Project**.

7.8. **Construction Cost.** Total cost of entire **Project** to **OWNER** not including **ENGINEER's** compensation and expenses, cost of land and rights-of-way, or compensation for or damages to properties,

unless this **Agreement** so specifies; nor will it include **OWNER's** legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the **Project** or the cost of services to be provided by others to **OWNER** pursuant to Section 3 of this **Agreement**.

7.9. **Direct Labor Costs.** Salaries and wages paid to **ENGINEER's** personnel engaged directly on the **Project**, including engineers, draftsmen, technicians, designers, surveyors, resident project representatives and other technical and administrative personnel; but does not include indirect payroll related costs or fringe benefits.

7.10. **Drawings.** The drawings which show the character and scope of the **Project** and which have been prepared or approved by **ENGINEER** and are referred to in the Contract Documents.

7.11. **Reimbursable Expenses.** Actual expenses incurred by **ENGINEER** directly in connection with providing services for the **Project**. These include, but are not limited to, transportation and subsistence; reproduction and printing; communications; postage and express mail; equipment rental; and expense of computers and other specialized equipment.

7.12. **Resident Project Representative.** The authorized representative of **ENGINEER** who is assigned to the construction site or any part thereof for

the purpose of observing the performance of the work of the Contractor.

7.13. **Shop Drawings.** All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for Contractor to illustrate some portion of the work and all illustrations, brochures, standard schedules and other information prepared by a Supplier and submitted by Contractor to illustrate material or equipment for some portion of the **Project**.

7.14. **Specifications.** Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the **Project** and certain administrative details applicable thereto.

7.15. **Subcontractor.** An individual, firm or corporation having a direct contract with Contractor or with any other subcontractor for the performance of a part of the **Project** at the site.

7.16. **Supplier** A manufacturer, fabricator, supplier, distributor, material man or vendor of products or equipment used in construction of the project.

SECTION 8 — SPECIAL PROVISIONS AND EXHIBITS

8.1. This **Agreement** is subject to the following Special Provisions.

8.2. The following Exhibits are attached to and made a part of this **Agreement**.

8.2.1. Exhibit A, "Project Description."

8.2.2. Exhibit B, "Scope of Design Phase Services."

8.2.3. Exhibit C, "Project Schedule."

8.2.4. Exhibit D, "Payments to Engineer."

8.3. This **Agreement**, consisting of Pages 1 to 16, inclusive, together with the Exhibits identified above,

constitute the entire agreement between **OWNER** and **ENGINEER** and supersede all prior written and oral understandings. This **Agreement** and said Exhibits may only be amended, supplemented, modified or canceled through a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

OWNER: CITY OF RIDGELAND

BY: _____

TITLE: _____

WITNESS: _____

ENGINEER: NEEL-SCHAFER, INC.

BY:  _____

TITLE: Vice President _____

WITNESS:  _____

EXHIBIT A

PROJECT DESCRIPTION

The City of Ridgeland intends to improve East County Line Road starting at the intersection with South Wheatley Street and terminating at the intersection with Old Canton Road. The project will consist of providing maintenance of traffic in compliance with the latest MUTCD standards, asphalt milling, making repairs to heavily deteriorated sections of pavement and curb and gutter, paving new surface on the existing pavement structure, installing video vehicle detection at 5 intersections, placing temporary and permanent pavement markings, installing new street signage, and other incidental work necessary.

The project is funded, in part, with federal Surface Transportation Program funds. The project will be administered by MDOT through its LPA process and in accordance with the policies and procedures of the Mississippi Department of Transportation (MDOT), the Federal Highway Administration (FHWA), and the National Environmental Policy Act (NEPA).

EXHIBIT B

SCOPE OF SERVICES

East County Line Road Overlay

The following engineering services shall be performed by the CONSULTANT on behalf of the Local Public Agency (LPA) in accordance with this CONTRACT at the direction of the LPA, unless otherwise modified by the Mississippi Department of Transportation (MDOT).

A project schedule is attached. Work progression is to proceed in accordance with the attached agreed project schedule. The following engineering services shall be performed by the CONSULTANT in accordance with this CONTRACT and the latest Project Development Manual (PDM) for the LPA at the time of the execution of this contract. Where this CONTRACT and the PDM differ, the PDM shall govern.

A monthly status report along with an updated project schedule is required. This report is to be submitted by the 7th of each month to the LPA for their signature and then submitted to the District LPA Coordinator. This monthly report is to be submitted by the CONSULTANT and will update the LPA on the status of the project. Recent milestones in plan development, such as the submittal of plans for review, shall be documented. Also, the target dates for the future milestones should be included.

TYPICAL ITEMS/MATERIALS PROVIDED BY THE LPA:

Based upon availability, the LPA will provide within normal resources of the LPA, the following:

1. Maps, aerial photographs, and other cartographic items as may be available;
2. Available old construction plans, drawings, and maps pertinent to the project;
3. Copies of previous studies/analyses, environmental assessments, conceptual plan, and other information pertaining to the project;
4. Names, addresses, and telephone numbers of points of contact which may prove useful to the CONSULTANT in conducting this analysis;
5. A single point of contact within the LPA for day-to-day coordination of each CONTRACT;
6. Computer files (depending on availability) may include Computer Aided Design and Drafting (CADD) files, GIS data, or Survey Control Points set by other Surveyors on or near the project employed by the LPA;

GENERAL REQUIREMENTS:

As directed, the CONSULTANT shall provide engineering/technical assistance to perform specific assignments requiring needed expertise or staff resources unavailable to the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and adopted by the MDOT and in effect on the effective date this CONTRACT unless otherwise specified in the CONTRACT or subsequently directed by the MDOT during the course of this CONTRACT.

The design of roadways shall be in compliance with the MDOT Roadway Design Manual, and supplemented with updated design policies as described in design memos, American Association of State Highway and Transportation Officials (AASHTO)'s Policy on Geometric Design Of Highways and Streets; AASHTO Guide for the Development of Bicycle Facilities; Draft ADA Public Right of Way Accessibility Guidelines (PROWAG); MDOT Standard Drawings (roadway and bridge), MDOT Roadway CADD Manual; MDOT Standard Specifications for Road and Bridge Construction; Manual on Uniform Traffic Control Devices (MUTCD); MDOT Access Management Policy; and MDOT Survey Manual. The latest edition of the aforementioned documents shall be used.

This project shall be performed using English units.

The CONSULTANT shall not begin work in any phase of this CONTRACT until a written NOTICE TO PROCEED (NTP) for that individual phase has been issued. The LPA reserves the right to not issue a NTP until work in the previous phase has been completed.

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

It is the responsibility of the CONSULTANT to request and receive approval from the LPA's Project Manager prior to making any changes to plans developed under this contract. This requirement includes plans developed by any subconsultants.

Other provisions herein notwithstanding, in emergencies due to bridge damage, verbal NTP with a follow-up letter of authorization may be given to the CONSULTANT by the LPA, or designee, to assess the damage, make recommendations for remedial safety measures and obtain essential information for preparing an estimate of time and cost.

As a minimum, the Scope of Work shall be divided into four phases as follows:

ENVIRONMENTAL CLEARANCE

This study shall meet the requirements of the National Environmental Quality Act 23 CFR-771 and FHWA TA 6640.8A and applicable executive orders. Project is considered a Categorical Exclusion and the required ENV-160 will be submitted to MDOT.

FIELD REVIEW/ OFFICE REVIEW PLANS:

Roadway plans shall conform to the MDOT Roadway Design Division's CADD specifications as described in the MDOT Roadway Design Division's CADD User's Manual. Field review plans will include the extension of existing cross drains. If calculations show that structures are insufficient to meet regulations and AASHTO standards, the consultant shall provide recommendations.

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

Part 1 - PRE-DESIGN CONFERENCE

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

Part 2 – FIELD REVIEW/OFFICE REVIEW PLANS

The CONSULTANT shall then prepare and submit plans in accordance with the LPA'S format. The plans shall contain, as a minimum:

- A. ROADWAY PLANS: Title sheet, typical sections, preliminary listing of pay items, plan and profile sheets showing all geometrics, profile grades, construction limits, cross-sections, preliminary pavement marking sheets, size and location of all drainage structures, as well as any traffic control that will be required during construction.

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

After the Field Review/Office Review is conducted, the CONSULTANT shall provide the LPA with a written updated construction cost estimate. This estimate shall be based on the plan quantities and historical cost data for the pay items.

Part 3 - FINAL CONTRACT PLANS

The final contract plans shall include information such as, but not limited to:

-
- A. ROADWAY PLANS: Title sheet; detailed index; general notes; typical sections; summary of quantities; estimated quantities; plan sheets; special design sheets; traffic control plan; and estimated quantities; detailed pavement marking sheets, final cross-sections; water/sewer replacement plans, and all notes and data used to develop the plans.
- B. Submittal: Unless otherwise specified in the CONTRACT, after all revisions have been made, the CONSULTANT shall submit the final contract plans including all design, special provisions, estimates of cost and revised quantity computations (2 sets) The design computations shall be legible, neat and orderly, and properly identified and referenced. All analysis computations and pertinent sketches are understood to be part of the design computations.

The final contract plans shall be accompanied by a written certification and completed checklist from the CONSULTANT that a detailed check of the plans, including quantity computations, has been made prior to submission. The CONSULTANT shall submit a list of all comments, the resolution to the comments, and one (1) PDF scan of the marked-up plans used to complete the CONSULTANT's internal quality control review to confirm that a detailed review has been performed by the CONSULTANT prior to final contract plans submittal. The plans may not be accepted without this written certification and completed checklist.

Final contract plans shall be submitted as original drawings.

All related electronic files shall be submitted with original drawings on CD/DVD with a project description (including Project Number, Route, and County) and the words "Final Plans," and the date written on the exterior of the disk. In lieu of CD/DVD, the CONSULTANT may transmit the files by FTP or e-mail. The electronic CADD files may be in a compressed (zipped) format.

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

The CONSULTANT will be responsible for updating the PS&E for routine changes and updates to policies and standards one time after the final PS&E is submitted, at the direction of the LPA.

TRAFFIC ENGINEERING:

A. TRAFFIC SIGNAL DESIGN:

1. Traffic Signal Plans:

Design of traffic signal plans will be provided for the removal and replacement of existing Traffic Signal Cabinet Assembly, Type III Cabinet, Type 1 Controller. This task will include examining the existing controllers/cabinets and replace them with the latest equipment. Any details required for modifying existing equipment and/or enlarging existing cabinet foundations to utilize existing conduit runs will be included.

Included in this shall be an assessment of the existing power services and add meters/racks/pedestals where required by Entergy if they no longer will allow flat rate services.

Also included is the replacement of existing loop detection with Type 1A Video Vehicle Detection Sensors and cabling. This will including removing existing loop shielded cable and running new Video Vehicle Detection Cable.

This does not include any work for existing traffic fiber communications or signal timing plans.

2. Conduit Assessment:

Locate pull boxes and identity number and size of conduits. Assess ability to utilize conduit for required wiring.

B. PERMANENT SIGNING PLANS AND DETAILS:

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

PS&E ASSEMBLY:

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

The CONSULTANT shall submit to MDOT all necessary documentation as set forth in the latest edition of the Project Development Manual for Local Public Agencies.

BID DOCUMENT PREPARATION:

The CONSULTANT shall prepare all special provisions pertinent to the intent of the plans. Once the PS&E Assembly has been approved by MDOT and the authorization to advertise for bids has been obtained, the CONSULTANT shall be notified to advise the LPA that the legal notice for advertising for bids can be submitted for publication. The CONSULTANT shall issue plans and proposals to prospective bidders during the advertising period and shall attend the letting and assist in tabulation and evaluation of bids.

[illegible][illegible]

EXHIBIT D

PAYMENTS TO ENGINEER

1.1 **Payments to Engineer**

Owner will pay **ENGINEER** for Services rendered under Section 1, as supplemented by Exhibit B, "Scope of Design Phase Services", the following amounts:

1.1.1 For Basic Services a *Lump Sum fee of \$78,500*

1.1.2 For Additional Services. *OWNER shall pay ENGINEER for Additional Services rendered under Section 2 on the basis of ENGINEER's Direct Labor Costs times a factor of 2.65 plus a fee equal to 12% of the total labor amount and Reimbursable Expenses. Payments to ENGINEER for Additional Services shall be made in accordance with paragraph 5.2 of this Agreement.*

1.1.3 Payments to **ENGINEER** by **OWNER** are not contingent on any factor except **ENGINEER's** ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Payments to **ENGINEER** by **OWNER** specifically are not contingent on **OWNER's** receipt of grants for the **Project** or **OWNER's** decision to suspend or cancel the **Project**.



police department

March 29, 2022

TO: Mayor & Board of Aldermen

FROM: John R. Neal, Chief of Police

SUBJECT: Budget Transfer

I am respectfully requesting the following budget transfer:

Transfer from 103-101-540 (Forfeiture and Seizure Operating Supplies) \$14,400.00 to 103-101-730 (Forfeiture and Seizure Capital Machinery Equipment).

These funds are being transferred to purchase four (4) SRT Rifles, one (1) bang pole and four (4) plate carriers for the Ridgeland Police Department Tactical Team.

CC: Craig Cotten

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

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



police department

March 29, 2022

TO: Mayor & Board of Aldermen
FROM: John R. Neal, Chief of Police 
SUBJECT: Budget Amendment – Insurance Proceeds

Please receive and deposit EMC Insurance Companies check #34399957 in the amount of \$2,897.23 into 001-000-354 (Insurance Proceeds). This is an additional insurance check for the damage to patrol unit 348 (2017 Ford Interceptor Utility Vehicle) which was involved in an accident. I am requesting these funds be transferred as follows:

Transfer \$2,897.23 from 001-000-354 (Insurance Proceeds) to 001-100-632 (Vehicle Expense)

Your approval will be greatly appreciated.

Attachment (1)

CC: Craig Cotten



police department

March 29, 2022

TO: Mayor & Board of Alderman
FROM: John R. Neal, Chief of Police 
SUBJECT: Budget Amendment-Investigative Fees

Please receive the following money orders made payable to the Ridgeland Police Department. These are reimbursements for investigative fees for the below mentioned cases.

I am requesting these reimbursements totaling \$1,500.00 be deposited into 001-000-333 (Investigative Fees).

MONEY ORDER	AMOUNT	DEFENDANT	CASE#
BankPlus# 700021421	\$500.00	Casey Waggener	2021-0214
Western Union# 19-371762001	\$500.00	Katherine Vanderzant	2017-0311
Trustmark# 600773994	\$500.00	Sheila Bell	2011-0386

I am additionally requesting the following budget transfer:

Transfer \$1,500.00 from 001-000-333 (Investigative Fees) to 001-100-540 (Operating Supplies)

Your consideration and approval of this request will be appreciated.

Attachments (3)

CC: Craig Cotten

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

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



OFFICE OF THE DISTRICT ATTORNEY

JOHN K. BRAMLETT, JR.

DISTRICT ATTORNEY

TWENTIETH JUDICIAL DISTRICT

RANKIN, MADISON COUNTIES

March 16, 2022

RIDGELAND POLICE DEPARTMENT
ATTN: CHIEF JOHN NEAL
POST OFFICE BOX 875
RIDGELAND, MS 39158

Re: DEFENDANT: Casey Waggener
CHARGE: Malicious Mischief
MADISON CO. CIR #: 2021-0214

Dear Chief John Neal:

With regard to the above referenced criminal matter, please find enclosed herein the following:

- Bank Plus Official Check (700021421) from the in the amount of FIVE HUNDRED DOLLARS (\$500.00), as and for investigative fee, as ordered by the Court.

Should you have any questions, please let us know.

Sincerely,

Colleen Anderson,

Victim Assistance Coordinator, District Attorney's Office
Twentieth Judicial District/Rankin and Madison Counties

Attachment (1): Investigative Fee BankPlus Official Check(700021421)



OFFICE OF THE DISTRICT ATTORNEY

JOHN K. BRAMLETT, JR.

DISTRICT ATTORNEY

TWENTIETH JUDICIAL DISTRICT

RANKIN, MADISON COUNTIES

March 16, 2022

RIDGELAND POLICE DEPARTMENT
ATTN: CHIEF JOHN NEAL
POST OFFICE BOX 875
RIDGELAND, MS 39158

Re: DEFENDANT: Katherine Vanderzant
CHARGE: Possession of Heroin
MADISON CO. CIR #: 2017-0311

Dear Chief John Neal:

With regard to the above referenced criminal matter, please find enclosed herein the following:

- Western Union Money Order (19-371762001) from the in the amount of FIVE HUNDRED DOLLARS (\$500.00), as and for investigative fee, as ordered by the Court.

Should you have any questions, please let us know.

Sincerely,

Colleen Anderson,

Victim Assistance Coordinator, District Attorney's Office
Twentieth Judicial District/Rankin and Madison Counties

Attachment (1): Investigative Fee Western Union Money Order(19-371762001)



OFFICE OF THE DISTRICT ATTORNEY

JOHN K. BRAMLETT, JR.

DISTRICT ATTORNEY

TWENTIETH JUDICIAL DISTRICT

RANKIN, MADISON COUNTIES

March 16, 2022

RIDGELAND POLICE DEPARTMENT
ATTN: CHIEF JOHN NEAL
POST OFFICE BOX 875
RIDGELAND, MS 39158

Re: DEFENDANT: Sheila Michelle Bell
CHARGE: Count 1: Sale of Hydrocodone with acetaminophen as a subsequent drug offender
Count 2: Sale of Diazepam as a subsequent drug offender
MADISON CO. CIR #: 2011-0386

Dear Chief John Neal:

With regard to the above referenced criminal matter, please find enclosed herein the following:

- Trustmark Money Order (600773994) from the in the amount of FIVE HUNDRED DOLLARS (\$500.00), as and for investigative fee, as ordered by the Court.

Should you have any questions, please let us know.

Sincerely,

Colleen Anderson,
Victim Assistance Coordinator, District Attorney's Office
Twentieth Judicial District/Rankin and Madison Counties

Attachment (1): Investigative Fee Trustmart Money Order(600773994)



police department

March 29, 2022

TO: Mayor & Board of Aldermen
FROM: John R. Neal, Chief of Police 
SUBJECT: Budget Amendment – Insurance Proceeds

Please receive and deposit Liberty Mutual Insurance check #55265214 in the amount of \$10,439.00 into 001-000-354 (Insurance Proceeds). This is check is for the total loss of unit 326 (2013 Dodge Charger) which was involved in an accident on December 15, 2021.

I am requesting these funds be transferred as follows:

Transfer \$10,439.00 from 001-000-354 (Insurance Proceeds) to 001-100-740 (Capital Vehicle)

Your approval will be greatly appreciated.

Attachment (1)

CC: Craig Cotten

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

Gene F. McGee, cmo - mayor • John R. Neal - chief of police
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Kevin Holder, cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Bill Lee - ward 5 • Wesley Hamlin, cmo, mayor pro tempore - ward 6



police department

March 29, 2022

TO: Mayor & Board of Aldermen
FROM: John R. Neal, Chief of Police 
SUBJECT: Deputy Court Clerk Appointment

Mississippi State Statute 21-23-11 requires that the appointment of Deputy Court Clerks of the Municipal Court be entered into the minutes of the Mayor and Board of Aldermen. Pursuant to the aforementioned statute, I am requesting that the minutes reflect that Officer Tyler Dear has been appointed as Deputy Court Clerk.

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

CC: Michele Wallace, Court Clerk

Attachments (1)

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

Gene F. McGee, cmo - mayor • John R. Neal - chief of police
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Kevin Holder, cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Bill Lee - ward 5 • Wesley Hamlin, cmo, mayor pro tempore - ward 6

OATH OF OFFICE

STATE OF MISSISSIPPI

COUNTY OF MADISON

I, Tyler Dear, do solemnly swear that I will faithfully support the Constitution of the United States and the Constitution of the State of Mississippi, and obey the laws thereof; that I am not disqualified from holding the office of Deputy Court Clerk, City of Ridgeland, Mississippi; that I will faithfully discharge the duties of the office upon which I am about to enter, so help me God.


Signature

Sworn and subscribed before me this the 25 day of January, 2022.


MUNICIPAL COURT JUDGE


Witness





police department

March 29, 2022

TO: Mayor & Board of Aldermen
FROM: John R. Neal, Chief of Police
SUBJECT: Special Event – Ride of Silence

I have attached a request for a Special Event Permit from Wendy Bourdin with the City of Ridgeland Parks and Recreation Department. This event is the annual Ride of Silence scheduled Wednesday, May 18, 2022 from 7:00 p.m. to 8:00 p.m. and will begin at Northpark Mall. The course route is attached for your review.

Ms. Bourdin is expecting approximately 50 to 100 participants. Arrangements have been made for clean-up upon conclusion of the event and to utilize Northpark Mall restroom facilities to accommodate participants.

This event will generate overtime for the police department as it will require sixteen (16) posts for participant safety. Nine (9) officers have been assigned to this event for approximately 1.5 hours each. At an average rate of \$32.00 per hour, the estimated cost of overtime will be \$432.00.

Ms. Bourdin has requested the requisite filing fee and bond money be waived. This has been forwarded to the Ridgeland Fire Department and requested they contact Ms. Bourdin for any required assistance needed.

Your consideration and approval will be greatly appreciated.

CC: Lt. Brian Myers



CITY OF RIDGELAND
SPECIAL EVENT PERMIT APPLICATION
(Please allow minimum 30 days for approval)



EVENT NAME: Ride of Silence

EVENT LOCATION: Northpark

EVENT DATE: Beginning May 18, 2022 to Ending May 18, 2022 Multiple Days: ☐ YES ☐ NO

EVENT HOURS: Beginning 7:00 pm to Ending 8:00 pm

TYPE OF EVENT: Bike Ride in memory or honor of those that have been struck by a car

Wendy Bourdin 601-573-0559
EVENT POINT OF CONTACT: Jayce Powell 601-506-9829 CELL NUMBER: _____
(This person must remain on scene during the entire event)

NAME OF ORGANIZATION: City of Ridgeland Recreation and Parks

ADDRESS: 100 West School Street CITY/STATE/ZIP: Ridgeland, MS 39157

ESTIMATED CROWD SIZE: 50-100 NUMBER OF EVENT PERSONNEL: 2-3

ARRANGEMENTS FOR RESTROOM FACILITIES: ☒ YES ☐ NO LOCATION: In Northpark

ARRANGEMENTS FOR SITE CLEAN-UP: ☒ YES ☐ NO DETAILS: Jayce Powell will be responsible for clean up

RECYCLING PROGRAM FOR WASTE

☐ YES ☒ NO DETAILS: _____

The City of Ridgeland will assist organizers in planning and locating recycle bins for recyclable waste through local companies. Event organizers are encouraged to maintain the City of Ridgeland's vision of a green environment by having your event recycle its waste.

MOBILE FOOD VENDING ☐ YES ☒ NO

In the event organizer will utilize mobile food vending services as part of this special event, complete section below. In accordance with the City of Ridgeland Mobile Food Vending Ordinance, the following vendors have complied with the requirements set forth in ordinance Chapter 22, Article V (Mobile Food Vending) for obtaining a Special Event Mobile Food Vending Permit from the City of Ridgeland.

MOBILE FOOD VENDOR NAME: _____

Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☐ NO

Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

MOBILE FOOD VENDOR NAME: _____

Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☐ NO

Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

MOBILE FOOD VENDOR NAME: _____

Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☐ NO

Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

MOBILE FOOD VENDOR NAME: _____

Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☐ NO

Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

(If additional Mobile Food Vendors will be present, attach a separate sheet with the above information included)

UNMANNED AIRCRAFT SYSTEM – DRONE USAGE

Will the organizers of this event use the services of an UAS (unmanned aircraft system): ☐ YES ☒ NO

If Yes, who is the operator of the system: _____ Cell Number: _____

If an UAS/Drone will be utilized, a copy of the following required documents must be attached to this application:

Section 333 Exemption or Aircraft Certification

- Certificate of Authorization (COA)
- Aircraft Registration and Markings
- Pilot Certificate

FIRST AID/MEDICAL STATION(s): ☐ YES ☒ NO LOCATION(s): _____

POLICE/SECURITY PERSONNEL REQUIRED: _____ ☒ Police Dept. Assigned ☐ Self-Hired ☐ Not Applicable

ASSISTANCE FROM OTHER CITY DEPARTMENTS: ☐ Fire Department ☐ Public Works/Streets ☒ Recreation/Parks

Applicant Printed Name: Wendy Bourdin Contact Number: 601-573-0559

Applicant Signature: Wendy Bourdin Date: 3-10-2022

Application Instructions

- 1). You must present to the Chief of Police or his designee your plan for parking and traffic control. You must state in this plan whether or not police or private security personnel will be needed to direct and handle traffic and parking.
- 2). City of Ridgeland Special Events Ordinance section 10-33(2) requires adequate security be provided at special events. This requirement is one security officer for every 400 people in attendance. A private security company may be used but preference shall be given to the hiring of off duty personnel. The assistance from Ridgeland Police Department for road course races/walks to secure intersections shall not be considered as part of the security requirement. The personnel assigned for traffic control are in addition to any requirement for on-site security personnel required in the ordinance.
- 3). If the event is to have outdoor music, a Permit to Play on Premises Music will be required from the applicant agreeing to comply with the noise ordinance of the City of Ridgeland, MS.
- 4). If there is a need for Police Dept., Fire Dept., Public Works Dept. and/or Rec/Parks Dept. personnel to work in controlling the special event, the applicant will agree to pay this cost from the filing of a bond fee.
- 5). The applicant may be required to post a bond fee in the minimum amount of one thousand dollars (\$1,000.00) with the City Clerk. This is to ensure that the event area is immediately cleaned up after its conclusion, and any City employee who works overtime as a result of the special event, will be compensated from the bond proceeds.
- 6). Submit the above application and information to the Office of the Chief of Police with a non-refundable filing fee of one hundred dollars (\$100.00) along with the above referenced bond fee. This application will be forwarded to the Patrol Division Commander or a designee who will review the application for all required documentation. This application and documentation will be presented to the Ridgeland Board of Aldermen for subsequent approval. **Please allow a minimum of 30 days to complete the process and receive approval.**

- 7). Event organizers should submit a map outlining the area where an event is to be held. Points of interest (entrance/exit points, first aid stations, etc...) shall be included on this map. If the event is a road race/walk, a map reflecting the proposed course route along with a description of the route shall be included. If any portion of the route will include sections of the Natchez Trace Parkway, you must first obtain approval from the Natchez Trace Chief (phone no. 662-680-4014; Ridgeland office 601-856-7321) and documentation reflecting this approval must be submitted with this application.
- 8). If the event is to be held at Old Trace Park and/or Madison Landing, you must first seek approval from PRVWSD Parks and Recreation (601-856-6319) and obtain a Facility Use Application which must be submitted with this application.
- 9). The number of event personnel will represent the number of people from the organization who will be assisting with the overall operation of the event. This will include any volunteers from the organization.
- 10). The arrangements for restroom facilities as addressed in the Ridgeland Code of Ordinances indicate 1 restroom per 150 people in attendance. These may be portable restrooms or existing restroom structures.
- 11). The event organizer or organization will be responsible for clean-up at the conclusion of the event. The City of Ridgeland encourages organizations to participate in a recycle program for any waste or debris to be discarded.
- 12). The first aid station located on the event site shall be manned by a state certified EMT.
- 13). The number of police/security personnel shall be determined by the expected crowd size. The event organizer may staff the event to satisfy this requirement through off-duty law enforcement personnel. The Ridgeland Police Department will assist the organizers if they choose the police department assigned option, or the event organizers may choose the self-hire option to select their own personnel to comply with the ordinance.
- 14). In accordance with City of Ridgeland Mobile Food Vending Ordinance (Chapter 22, Article V), any special event organizer who utilizes the services of a mobile food truck or pushcart must comply with the requirements under this above referenced section. If you utilize the services of a mobile food vendor, the applicant named on this permit will ensure the requirements under section 22-203 (b) are met and obtain a Special Event Mobile Food Vending Permit from the City of Ridgeland Department of Finance and Administration.

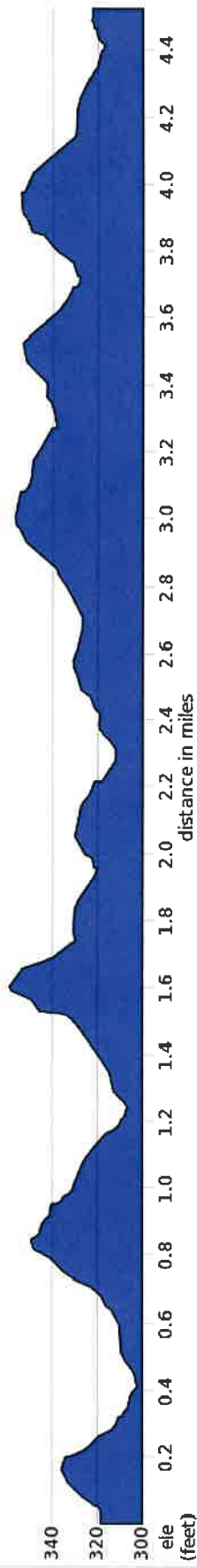
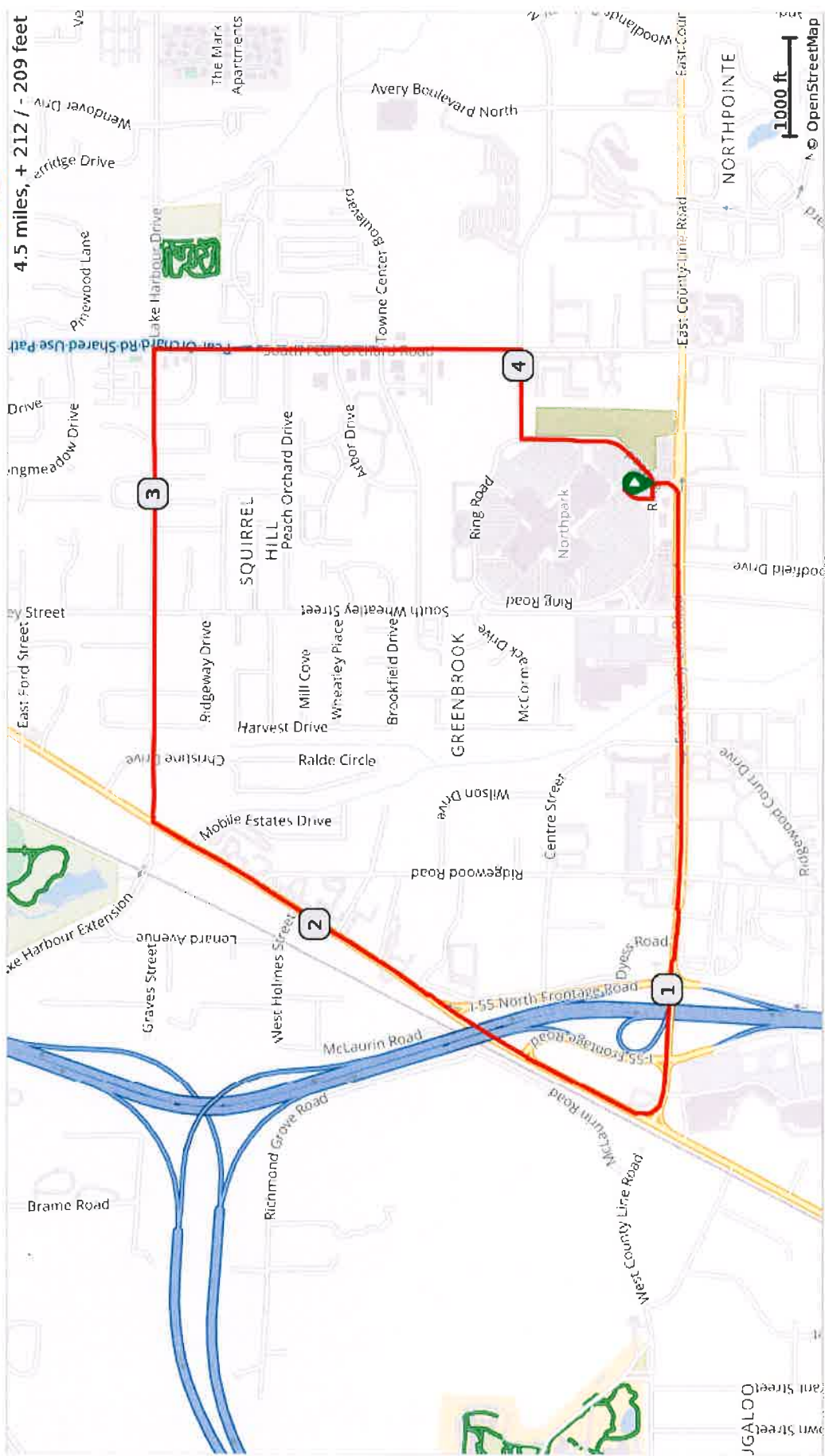
For Police Department Use Only

This application was received by the Ridgeland Police Department on <u>3/10/22</u> and has been reviewed by the appropriate personnel. This application has been <u>APPROVED</u> / DENIED by the Chief of Police or Designee. If approved by Ridgeland PD, this application will be submitted for consideration at the Ridgeland Mayor and Board of Alderman meeting to be held on <u>05 APRIL 2022</u> .		
Chief of Police or Designee: <u>[Signature]</u>	DATE: <u>24 MAR 22</u>	
Number of Overtime Officers: <u>NINE (9)</u>	Estimated OT Cost: <u>432⁰⁰</u>	
Additional Overtime Cost for City Departments: FIRE _____ P/W _____ REC/PARKS _____		

2021 Ride of Silence



4.5 miles, + 212 / - 209 feet



2021 Ride of Silence

Num	Dist	Prev	Type	Note	Next
1.	0.0	0.0	📍	Start of route	0.0
2.	0.0	0.0	➡	R onto E County Line Rd	1.2
3.	1.2	1.2	➡	R onto US-51 N	1.1
4.	2.4	1.1	➡	R onto Lake Harbour Dr	0.9
5.	3.3	0.9	➡	R onto S Pear Orchard Rd	0.7
6.	4.0	0.7	➡	R onto Northpark Dr	0.2
7.	4.1	0.2	⬅	L onto Ring Rd	0.3
8.	4.5	0.3	➡	R	0.1
9.	4.5	0.1	📍	End of route	0.0

4.5 miles. +197/-193 feet



police department

March 29, 2022

TO: Mayor & Board of Aldermen

FROM: John R. Neal, Chief of Police 

SUBJECT: Special Event – Parkinson's Foundation (Mississippi Moving Day Walk)

I have attached a request for a Special Event Permit from Stacy Faber with the Parkinson Foundation. This event is a charity walk scheduled for Saturday, October 1, 2022 from 8:00 a.m. to 12:00 p.m. at Old Trace Park.

Ms. Faber is expecting a crowd of approximately 500 participant. Restroom facilities are available at Old Trace Park and arrangements have been made for site cleanup.

This event will be contained within Old Trace Park on the walking trail and will not generate overtime for the police department. An on duty officer will assist at the beginning of the walk as well as conduct periodic checks of the area.

Checks in the amount of \$100.00 and \$1,000.00 representing requisite filing fee and bond fee were collected with the Special Event Permit. Also included is the PRVWSD Facility Use Application and site plan/route.

Your consideration and approval will be greatly appreciated.

CC: Lt. Brian Myers

Attachments (3)

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

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



CITY OF RIDGELAND
SPECIAL EVENT PERMIT APPLICATION
(Please allow minimum 30 days for approval)



EVENT NAME: Mississippi Moving Day Walk

EVENT LOCATION: Old Trace Park

EVENT DATE: Beginning Oct 1, 2022 to Ending Oct 1, 2022 Multiple Days: ☐ YES ☒ NO

EVENT HOURS: Beginning 08:00 AM to Ending 12:00 PM

TYPE OF EVENT: Charity Walk for Parkinson's

EVENT POINT OF CONTACT: Gil Kim CELL NUMBER: 601-749-6101
(This person must remain on scene during the entire event)

NAME OF ORGANIZATION: The Parkinson's Foundation

ADDRESS: 200 SE 1st St Ste 800 CITY/STATE/ZIP: Miami, FL 33131

ESTIMATED CROWD SIZE: 500 or less NUMBER OF EVENT PERSONNEL: 20

ARRANGEMENTS FOR RESTROOM FACILITIES: ☒ YES ☐ NO LOCATION: At the designated spots by PRVWSD

ARRANGEMENTS FOR SITE CLEAN-UP: ☒ YES ☐ NO DETAILS: Clean up crew will take care of all trash matters

RECYCLING PROGRAM FOR WASTE

☒ YES ☐ NO DETAILS: Follow the City of Ridgeland Recycle Program

The City of Ridgeland will assist organizers in planning and locating recycle bins for recyclable waste through local companies. Event organizers are encouraged to maintain the City of Ridgeland's vision of a green environment by having your event recycle its waste.

MOBILE FOOD VENDING ☐ YES ☒ NO

In the event organizer will utilize mobile food vending services as part of this special event, complete section below. In accordance with the City of Ridgeland Mobile Food Vending Ordinance, the following vendors have complied with the requirements set forth in ordinance Chapter 22, Article V (Mobile Food Vending) for obtaining a Special Event Mobile Food Vending Permit from the City of Ridgeland.

MOBILE FOOD VENDOR NAME: _____

Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☐ NO

Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

MOBILE FOOD VENDOR NAME: _____

Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☐ NO

Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

** Please notify local coordinator for approval
Gil Kim, 601-749-6101*

MOBILE FOOD VENDOR NAME: _____

Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☒ NO

Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

MOBILE FOOD VENDOR NAME: _____

Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☐ NO

Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

(If additional Mobile Food Vendors will be present, attach a separate sheet with the above information included)

UNMANNED AIRCRAFT SYSTEM – DRONE USAGE

Will the organizers of this event use the services of an UAS (unmanned aircraft system): ☐ YES ☒ NO

If Yes, who is the operator of the system: _____ Cell Number: _____

If an UAS/Drone will be utilized, a copy of the following required documents must be attached to this application:

Section 333 Exemption or Aircraft Certification

- Certificate of Authorization (COA)
- Aircraft Registration and Markings
- Pilot Certificate

FIRST AID/MEDICAL STATION(s): ☒ YES ☐ NO LOCATION(s): At the site

POLICE/SECURITY PERSONNEL REQUIRED: 3 ☒ Police Dept. Assigned ☐ Self-Hired ☐ Not Applicable

ASSISTANCE FROM OTHER CITY DEPARTMENTS: ☒ Fire Department ☐ Public Works/Streets ☒ Recreation/Parks

Applicant Printed Name: Stacey Faber Contact Number: 251-423-1032

Applicant Signature: [Signature] Date: 3/8/22

Application Instructions

- 1). You must present to the Chief of Police or his designee your plan for parking and traffic control. You must state in this plan whether or not police or private security personnel will be needed to direct and handle traffic and parking.
- 2). City of Ridgeland Special Events Ordinance section 10-33(2) requires adequate security be provided at special events. This requirement is one security officer for every 400 people in attendance. A private security company may be used but preference shall be given to the hiring of off duty personnel. The assistance from Ridgeland Police Department for road course races/walks to secure intersections shall not be considered as part of the security requirement. The personnel assigned for traffic control are in addition to any requirement for on-site security personnel required in the ordinance.
- 3). If the event is to have outdoor music, a Permit to Play on Premises Music will be required from the applicant agreeing to comply with the noise ordinance of the City of Ridgeland, MS.
- 4). If there is a need for Police Dept., Fire Dept., Public Works Dept. and/or Rec/Parks Dept. personnel to work in controlling the special event, the applicant will agree to pay this cost from the filing of a bond fee.
- 5). The applicant may be required to post a bond fee in the minimum amount of one thousand dollars (\$1,000.00) with the City Clerk. This is to ensure that the event area is immediately cleaned up after its conclusion, and any City employee who works overtime as a result of the special event, will be compensated from the bond proceeds.
- 6). Submit the above application and information to the Office of the Chief of Police with a non-refundable filing fee of one hundred dollars (\$100.00) along with the above referenced bond fee. This application will be forwarded to the Patrol Division Commander or a designee who will review the application for all required documentation. This application and documentation will be presented to the Ridgeland Board of Aldermen for subsequent approval. **Please allow a minimum of 30 days to complete the process and receive approval.**

- 7). Event organizers should submit a map outlining the area where an event is to be held. Points of interest (entrance/exit points, first aid stations, etc...) shall be included on this map. If the event is a road race/walk, a map reflecting the proposed course route along with a description of the route shall be included. If any portion of the route will include sections of the Natchez Trace Parkway, you must first obtain approval from the Natchez Trace Chief (phone no. 662-680-4014; Ridgeland office 601-856-7321) and documentation reflecting this approval must be submitted with this application.
- 8). If the event is to be held at Old Trace Park and/or Madison Landing, you must first seek approval from PRVWSD Parks and Recreation (601-856-6319) and obtain a Facility Use Application which must be submitted with this application.
- 9). The number of event personnel will represent the number of people from the organization who will be assisting with the overall operation of the event. This will include any volunteers from the organization.
- 10). The arrangements for restroom facilities as addressed in the Ridgeland Code of Ordinances indicate 1 restroom per 150 people in attendance. These may be portable restrooms or existing restroom structures.
- 11). The event organizer or organization will be responsible for clean-up at the conclusion of the event. The City of Ridgeland encourages organizations to participate in a recycle program for any waste or debris to be discarded.
- 12). The first aid station located on the event site shall be manned by a state certified EMT.
- 13). The number of police/security personnel shall be determined by the expected crowd size. The event organizer may staff the event to satisfy this requirement through off-duty law enforcement personnel. The Ridgeland Police Department will assist the organizers if they choose the police department assigned option, or the event organizers may choose the self-hire option to select their own personnel to comply with the ordinance.
- 14). In accordance with City of Ridgeland Mobile Food Vending Ordinance (Chapter 22, Article V), any special event organizer who utilizes the services of a mobile food truck or pushcart must comply with the requirements under this above referenced section. If you utilize the services of a mobile food vendor, the applicant named on this permit will ensure the requirements under section 22-203 (b) are met and obtain a Special Event Mobile Food Vending Permit from the City of Ridgeland Department of Finance and Administration.

For Police Department Use Only

This application was received by the Ridgeland Police Department on <u>3/9/22</u> <u>CB</u> and has been reviewed by the appropriate personnel. This application has been <u>APPROVED</u> / DENIED by the Chief of Police or Designee. If approved by Ridgeland PD, this application will be submitted for consideration at the Ridgeland Mayor and Board of Alderman meeting to be held on <u>05 APRIL 2022</u> .		
Chief of Police or Designee: <u>[Signature]</u>	DATE: <u>29 MAR 22</u>	
Number of Overtime Officers: <u>2</u>	Estimated OT Cost: <u>2</u>	
Additional Overtime Cost for City Departments: FIRE _____ P/W _____ REC/PARKS _____		



FACILITY USE APPLICATION

1. Name of Facility: Old Trace Park Event Name: Moving Day Walk
2. Date Requested: Oct 1, 2022 / Sept 30th Time of Event: 8 AM To 12 PM
Set up Sept 30th Noon - 5
3. Sponsoring Organization: The Parkinson's Foundation
Address: 200 SE 1st St Ste 800 Miami FL 33131
Contact Person: Stacey Faber Contact Number: 251-423-1032
Email Address: ~~stacey~~ SFaber@Parkinson.org
4. How many people do you anticipate attending the event? 500 or Less
5. Will Concessions or Products be sold: Yes: _____ No: ☒
Will a Gate Fee be charged: Yes: _____ No: ☒
Will Service Fees be charged: Yes: _____ No: ☒
6. Will there be amplified music at event? (Not to exceed 90 decibels) Yes: ☒ No: _____
7. Will there be equipment/ structures brought in for set-up? Yes: ☒ No: _____
8. State in detail the nature of the event. Please use map to show location of event and its activities within the facility.
Charity walk, About 10/20 Tents for sponsors
9. State in detail your traffic control plan. Please use map to show details.
I don't foresee a traffic issue or parking issue
10. State in detail your public toilet service plan:
Will rent port o potties for event
11. Certificate of Liability Insurance is required. Must be submitted to the PRV Parks & Recreation Department 30 days prior to event. (\$1 Million minimum)

PERMIT WILL NOT BE VALID WITHOUT THE FOLLOWING SIGNATURES:

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

W. R. Dixon

Chief Trevell Dixon of the PRVWSD Reservoir Police:

Director of the PRVWSD Parks & Recreation Department:

PRVWSD PARKS & RECREATION DEPARTMENT
P.O. BOX 2180 RIDGELAND, MS 39158
Phone: 601-856-6574 Fax: 601-856-2585

Mississippi Moving Day Event for Parkinson's Foundation
Saturday, Oct 1, 2022, 8:00 – 12:00



Event Site (About 10/20 tents for sponsors, port o potties, first aid station)



"1K Charity Walk" will follow the "Old Trace Walking Trail" around the park



police department

March 29, 2022

TO: Mayor & Board of Aldermen

FROM: John R. Neal, Chief of Police

SUBJECT: Special Event – Southern AgCredit (Customer Appreciation Crawfish Boil)

I have attached a request for a Special Event Permit from Madeline Twilbeck with Southern AgCredit. This event is a Customer Appreciation Crawfish Boil scheduled Thursday, April 7, 2022 from 4:00 p.m. until 8:00 p.m. This event will be held at Southern AgCredit located at 402 West Parkway Place.

Ms. Twilbeck is expecting a crowd of approximately 100-150 and portable restrooms will be available on site to accommodate guests. Southern AgCredit staff and volunteers will be responsible for setting up and cleaning up upon conclusion of the event. There will be music playing in the parking lot for entertainment. Businesses close to the event will be closed or will be closing shortly after commencement time and should not be disturbed.

Ms. Twilbeck marked on the application they will have a mobile food vendor but it was confirmed that T'Beaux's is catering the event.

This event will not generate overtime for the police department and on-duty officers will conduct periodic checks of the area during this time.

Checks in the amount of \$100.00 and \$1,000.00 representing requisite filing fee and bond fee were collected. Also included is the Application for Permit to Play On-Premises Music.

Your consideration and approval will be greatly appreciated.

CC: Lt. Brian Myers

Attachments (2)

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

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



CITY OF RIDGELAND
SPECIAL EVENT PERMIT APPLICATION
(Please allow minimum 30 days for approval)



EVENT NAME: Southern AgCredit Crawfish Boil

EVENT LOCATION: 402 W Parkway Place, Ridgeland

EVENT DATE: Beginning 4/7/22 to Ending 4/7/22 Multiple Days: ☐ YES ☒ NO

EVENT HOURS: Beginning 4:00 pm to Ending 8:00 pm

TYPE OF EVENT: Customer Appreciation Crawfish Boil

EVENT POINT OF CONTACT: Madeline Twilbeck CELL NUMBER: 601-863-9174
(This person must remain on scene during the entire event)

NAME OF ORGANIZATION: Southern AgCredit, ACA

ADDRESS: 402 W Parkway Place CITY/STATE/ZIP: Ridgeland, MS 39157

ESTIMATED CROWD SIZE: 100-150 NUMBER OF EVENT PERSONNEL: 20

ARRANGEMENTS FOR RESTROOM FACILITIES: ☒ YES ☐ NO LOCATION: Portable toilet - parking lot

ARRANGEMENTS FOR SITE CLEAN-UP: ☒ YES ☐ NO DETAILS: Employee's will clean up after

RECYCLING PROGRAM FOR WASTE

☐ YES ☒ NO DETAILS: _____

The City of Ridgeland will assist organizers in planning and locating recycle bins for recyclable waste through local companies. Event organizers are encouraged to maintain the City of Ridgeland's vision of a green environment by having your event recycle its waste.

MOBILE FOOD VENDING ☒ YES ☐ NO

In the event organizer will utilize mobile food vending services as part of this special event, complete section below. In accordance with the City of Ridgeland Mobile Food Vending Ordinance, the following vendors have complied with the requirements set forth in ordinance Chapter 22, Article V (Mobile Food Vending) for obtaining a Special Event Mobile Food Vending Permit from the City of Ridgeland.

MOBILE FOOD VENDOR NAME: T'Beauxs - Catered (NOT DIRECT SALES TO PUBLIC)

Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☐ NO

Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

MOBILE FOOD VENDOR NAME: _____

Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☐ NO

Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

MOBILE FOOD VENDOR NAME: _____

Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☐ NO

Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

MOBILE FOOD VENDOR NAME: _____

Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☐ NO

Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

(If additional Mobile Food Vendors will be present, attach a separate sheet with the above information included)

UNMANNED AIRCRAFT SYSTEM – DRONE USAGE

Will the organizers of this event use the services of an UAS (unmanned aircraft system): ☐ YES ☒ NO

If Yes, who is the operator of the system: _____ Cell Number: _____

If an UAS/Drone will be utilized, a copy of the following required documents must be attached to this application:

Section 333 Exemption or Aircraft Certification

- Certificate of Authorization (COA)
- Aircraft Registration and Markings
- Pilot Certificate

FIRST AID/MEDICAL STATION(s): ☐ YES ☒ NO LOCATION(s): _____

POLICE/SECURITY PERSONNEL REQUIRED: _____ ☐ Police Dept. Assigned ☐ Self-Hired ☐ Not Applicable

ASSISTANCE FROM OTHER CITY DEPARTMENTS: ☐ Fire Department ☐ Public Works/Streets ☐ Recreation/Parks

Applicant Printed Name: Madeline Twilbeck Contact Number: 601-863-9174

Applicant Signature: Madeline Twilbeck Date: 3/10/22

Application Instructions

- 1). You must present to the Chief of Police or his designee your plan for parking and traffic control. You must state in this plan whether or not police or private security personnel will be needed to direct and handle traffic and parking.
- 2). City of Ridgeland Special Events Ordinance section 10-33(2) requires adequate security be provided at special events. This requirement is one security officer for every 400 people in attendance. A private security company may be used but preference shall be given to the hiring of off duty personnel. The assistance from Ridgeland Police Department for road course races/walks to secure intersections shall not be considered as part of the security requirement. The personnel assigned for traffic control are in addition to any requirement for on-site security personnel required in the ordinance.
- 3). If the event is to have outdoor music, a Permit to Play on Premises Music will be required from the applicant agreeing to comply with the noise ordinance of the City of Ridgeland, MS.
- 4). If there is a need for Police Dept., Fire Dept., Public Works Dept. and/or Rec/Parks Dept. personnel to work in controlling the special event, the applicant will agree to pay this cost from the filing of a bond fee.
- 5). The applicant may be required to post a bond fee in the minimum amount of one thousand dollars (\$1,000.00) with the City Clerk. This is to ensure that the event area is immediately cleaned up after its conclusion, and any City employee who works overtime as a result of the special event, will be compensated from the bond proceeds.
- 6). Submit the above application and information to the Office of the Chief of Police with a non-refundable filing fee of one hundred dollars (\$100.00) along with the above referenced bond fee. This application will be forwarded to the Patrol Division Commander or a designee who will review the application for all required documentation. This application and documentation will be presented to the Ridgeland Board of Aldermen for subsequent approval. **Please allow a minimum of 30 days to complete the process and receive approval.**

- 7). Event organizers should submit a map outlining the area where an event is to be held. Points of interest (entrance/exit points, first aid stations, etc...) shall be included on this map. If the event is a road race/walk, a map reflecting the proposed course route along with a description of the route shall be included. If any portion of the route will include sections of the Natchez Trace Parkway, you must first obtain approval from the Natchez Trace Chief (phone no. 662-680-4014; Ridgeland office 601-856-7321) and documentation reflecting this approval must be submitted with this application.
- 8). If the event is to be held at Old Trace Park and/or Madison Landing, you must first seek approval from PRVWSD Parks and Recreation (601-856-6319) and obtain a Facility Use Application which must be submitted with this application.
- 9). The number of event personnel will represent the number of people from the organization who will be assisting with the overall operation of the event. This will include any volunteers from the organization.
- 10). The arrangements for restroom facilities as addressed in the Ridgeland Code of Ordinances indicate 1 restroom per 150 people in attendance. These may be portable restrooms or existing restroom structures.
- 11). The event organizer or organization will be responsible for clean-up at the conclusion of the event. The City of Ridgeland encourages organizations to participate in a recycle program for any waste or debris to be discarded.
- 12). The first aid station located on the event site shall be manned by a state certified EMT.
- 13). The number of police/security personnel shall be determined by the expected crowd size. The event organizer may staff the event to satisfy this requirement through off-duty law enforcement personnel. The Ridgeland Police Department will assist the organizers if they choose the police department assigned option, or the event organizers may choose the self-hire option to select their own personnel to comply with the ordinance.
- 14). In accordance with City of Ridgeland Mobile Food Vending Ordinance (Chapter 22, Article V), any special event organizer who utilizes the services of a mobile food truck or pushcart must comply with the requirements under this above referenced section. If you utilize the services of a mobile food vendor, the applicant named on this permit will ensure the requirements under section 22-203 (b) are met and obtain a Special Event Mobile Food Vending Permit from the City of Ridgeland Department of Finance and Administration.

For Police Department Use Only

This application was received by the Ridgeland Police Department on <u>3/16/22</u> <u>B</u> and has been reviewed by the appropriate personnel. This application has been <u>APPROVED</u> DENIED by the Chief of Police or Designee. If approved by Ridgeland PD, this application will be submitted for consideration at the Ridgeland Mayor and Board of Alderman meeting to be held on <u>05 April 2022</u> .	
Chief of Police or Designee: <u>[Signature]</u>	DATE: <u>29 Mar 2022</u>
Number of Overtime Officers: <u>2</u>	Estimated OT Cost: <u>2</u>
Additional Overtime Cost for City Departments: FIRE _____ P/W _____ REC/PARKS _____	



CITY OF RIDGELAND
APPLICATION FOR
PERMIT TO PLAY ON PREMISES MUSIC
(Please allow minimum 30 days for approval)



DATE OF APPLICATION: 3/10/22
EVENT NAME: Southern Agcredit Crawfish Boil
EVENT LOCATION: 402 W Parkway Place, Ridgeland
DESCRIPTION OF ON-PREMISES ACTIVITY: Customer appreciation crawfish boil. Music will play on two speakers from iPad.
DATE OF ACTIVITY: Beginning 4/7/22 to Ending 4/7/22
HOURS OF ACTIVITY: Beginning 4:00 pm to Ending 8:00 pm
ACTIVITY POINT OF CONTACT: Madeline Twilbeck CELL NUMBER: 601-863-9174
(This person must remain on scene during the entire event)

NAME OF ORGANIZATION: Southern Agcredit, ACA
ADDRESS: 402 W Parkway Place CITY/STATE/ZIP: Ridgeland, MS 39157
https://library.municode.com/ms/ridgeland/codes/code_of_ordinances?nodeId=CO_CH46EN_ARTIVNO

Event organizers should become familiar with the City of Ridgeland Noise Ordinance to ensure compliance with law.

PROVIDE FACTS THAT WOULD SHOW THE ACTIVITY FOR WHICH THE PERMIT IS REQUESTED WOULD NOT DISTURB THE PEACE OF ANY FAMILY OR PERSON WITHIN THE AREA INTO WHICH SOUND SHALL CARRY: minimal music. Mostly businesses near by that will be closing shortly after we begin.

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

Applicants Signature: Madeline Twilbeck Date: 3/10/22
☒ APPROVED Chief of Police or Designee: [Signature]
☐ DENIED Date: 29 MAR 2022

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



police department

March 30, 2022

TO: Mayor & Board of Aldermen

FROM: John R. Neal, Chief of Police 

SUBJECT: Special Event – Cystic Fibrosis Foundation (Great Strides Metro-Jackson)

I have attached a request for a Special Event Permit from Laurie Martin with the Cystic Fibrosis Foundation. This event is the "Great Strides Metro-Jackson" scheduled Saturday, April 30, 2022 from 9:00 a.m. to 12:00 p.m. and will begin at the Club in the Township.

Ms. Martin is expecting approximately 100 to 150 participants and volunteers are responsible for set-up and cleaning up upon conclusion of the event. Portable restrooms will be available on site to accommodate participants as well as a first aid/medical station.

This event will be entirely contained within the Township and a copy of the race course is attached. Ms. Martin has requested that one (1) officer be present during registration. Sgt. Kelly Chapin has been assigned to work the event for approximately three (3) hours.

Checks in the amount of \$100.00 and \$1,000.00 representing requisite filing fee and bond money were received. Attached for your review and approval is the Special Event Permit and Application for Permit to Play On-Premises Music.

Your consideration and approval will be greatly appreciated.

CC: Lt. Brian Myers

Attachments (3)



CITY OF RIDGELAND
SPECIAL EVENT PERMIT APPLICATION
(Please allow minimum 30 days for approval)



EVENT NAME: Great Strides Metro-Jackson

EVENT LOCATION: The Township - start/finish at The Club at Township

EVENT DATE: Beginning April 30, 2022 to Ending April 30, 2022 Multiple Days: ☐ YES ☒ NO

EVENT HOURS: Beginning 9am check-in to Ending 12:00pm

TYPE OF EVENT: Awareness walk/run - 5K

EVENT POINT OF CONTACT: Laurie Martin CELL NUMBER: 601.259.2306
(This person must remain on scene during the entire event)

NAME OF ORGANIZATION: Cystic Fibrosis Foundation - Jackson, MS

ADDRESS: 123-A Highway 80 East, #305 CITY/STATE/ZIP: Clinton, MS 39056

ESTIMATED CROWD SIZE: 100 - 150 NUMBER OF EVENT PERSONNEL: 20-30

ARRANGEMENTS FOR RESTROOM FACILITIES: ☒ YES ☐ NO LOCATION: Port-O-Potties at The Club

ARRANGEMENTS FOR SITE CLEAN-UP: ☒ YES ☐ NO DETAILS: volunteers assigned for trash collection

RECYCLING PROGRAM FOR WASTE

☐ YES ☒ NO DETAILS: very little waste collected - water bottles will be bagged and disposed of properly

The City of Ridgeland will assist organizers in planning and locating recycle bins for recyclable waste through local companies. Event organizers are encouraged to maintain the City of Ridgeland's vision of a green environment by having your event recycle its waste.

MOBILE FOOD VENDING ☐ YES ☒ NO

In the event organizer will utilize mobile food vending services as part of this special event, complete section below. In accordance with the City of Ridgeland Mobile Food Vending Ordinance, the following vendors have complied with the requirements set forth in ordinance Chapter 22, Article V (Mobile Food Vending) for obtaining a Special Event Mobile Food Vending Permit from the City of Ridgeland.

MOBILE FOOD VENDOR NAME: _____

Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☐ NO

Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

MOBILE FOOD VENDOR NAME: _____

Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☐ NO

Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

MOBILE FOOD VENDOR NAME: _____

Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☐ NO

Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

MOBILE FOOD VENDOR NAME: _____

Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☐ NO

Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

(If additional Mobile Food Vendors will be present, attach a separate sheet with the above information included)

UNMANNED AIRCRAFT SYSTEM – DRONE USAGE

Will the organizers of this event use the services of an UAS (unmanned aircraft system): ☐ YES ☒ NO

If Yes, who is the operator of the system: _____ Cell Number: _____

If an UAS/Drone will be utilized, a copy of the following required documents must be attached to this application:

Section 333 Exemption or Aircraft Certification

- Certificate of Authorization (COA)
- Aircraft Registration and Markings
- Pilot Certificate

FIRST AID/MEDICAL STATION(s): ☒ YES ☐ NO LOCATION(s): Requesting AMR near site during event

POLICE/SECURITY PERSONNEL REQUIRED: _____ ☒ Police Dept. Assigned ☐ Self-Hired ☐ Not Applicable

ASSISTANCE FROM OTHER CITY DEPARTMENTS: ☐ Fire Department ☒ Public Works/Streets ☐ Recreation/Parks

Applicant Printed Name: Erin Achberger, ED Contact Number: 601.981.3100

Applicant Signature:  Date: 2/8/22

Application Instructions

- 1). You must present to the Chief of Police or his designee your plan for parking and traffic control. You must state in this plan whether or not police or private security personnel will be needed to direct and handle traffic and parking.
- 2). City of Ridgeland Special Events Ordinance section 10-33(2) requires adequate security be provided at special events. This requirement is one security officer for every 400 people in attendance. A private security company may be used but preference shall be given to the hiring of off duty personnel. The assistance from Ridgeland Police Department for road course races/walks to secure intersections shall not be considered as part of the security requirement. The personnel assigned for traffic control are in addition to any requirement for on-site security personnel required in the ordinance.
- 3). If the event is to have outdoor music, a Permit to Play on Premises Music will be required from the applicant agreeing to comply with the noise ordinance of the City of Ridgeland, MS.
- 4). If there is a need for Police Dept., Fire Dept., Public Works Dept. and/or Rec/Parks Dept. personnel to work in controlling the special event, the applicant will agree to pay this cost from the filing of a bond fee.
- * 5). The applicant may be required to post a bond fee in the minimum amount of one thousand dollars (\$1,000.00) with the City Clerk. This is to ensure that the event area is immediately cleaned up after its conclusion, and any City employee who works overtime as a result of the special event, will be compensated from the bond proceeds.
- * 6). Submit the above application and information to the Office of the Chief of Police with a non-refundable filing fee of one hundred dollars (\$100.00) along with the above referenced bond fee. This application will be forwarded to the Patrol Division Commander or a designee who will review the application for all required documentation. This application and documentation will be presented to the Ridgeland Board of Aldermen for subsequent approval. Please allow a minimum of 30 days to complete the process and receive approval.

- 7). Event organizers should submit a map outlining the area where an event is to be held. Points of interest (entrance/exit points, first aid stations, etc...) shall be included on this map. If the event is a road race/walk, a map reflecting the proposed course route along with a description of the route shall be included. If any portion of the route will include sections of the Natchez Trace Parkway, you must first obtain approval from the Natchez Trace Chief (phone no. 662-680-4014; Ridgeland office 601-856-7321) and documentation reflecting this approval must be submitted with this application.
- 8). If the event is to be held at Old Trace Park and/or Madison Landing, you must first seek approval from PRVWSD Parks and Recreation (601-856-6319) and obtain a Facility Use Application which must be submitted with this application.
- 9). The number of event personnel will represent the number of people from the organization who will be assisting with the overall operation of the event. This will include any volunteers from the organization.
- 10). The arrangements for restroom facilities as addressed in the Ridgeland Code of Ordinances indicate 1 restroom per 150 people in attendance. These may be portable restrooms or existing restroom structures.
- 11). The event organizer or organization will be responsible for clean-up at the conclusion of the event. The City of Ridgeland encourages organizations to participate in a recycle program for any waste or debris to be discarded.
- 12). The first aid station located on the event site shall be manned by a state certified EMT.
- 13). The number of police/security personnel shall be determined by the expected crowd size. The event organizer may staff the event to satisfy this requirement through off-duty law enforcement personnel. The Ridgeland Police Department will assist the organizers if they choose the police department assigned option, or the event organizers may choose the self-hire option to select their own personnel to comply with the ordinance.
- 14). In accordance with City of Ridgeland Mobile Food Vending Ordinance (Chapter 22, Article V), any special event organizer who utilizes the services of a mobile food truck or pushcart must comply with the requirements under this above referenced section. If you utilize the services of a mobile food vendor, the applicant named on this permit will ensure the requirements under section 22-203 (b) are met and obtain a Special Event Mobile Food Vending Permit from the City of Ridgeland Department of Finance and Administration.

For Police Department Use Only

This application was received by the Ridgeland Police Department on <u>2/14/22</u> and has been reviewed by the appropriate personnel. This application has been <u>APPROVED</u> / DENIED by the Chief of Police or Designee. If approved by Ridgeland PD, this application will be submitted for consideration at the Ridgeland Mayor and Board of Alderman meeting to be held on <u>05 APRIL 2022</u> .	
Chief of Police or Designee: <u>[Signature]</u>	DATE: <u>30 MAR 2022</u>
Number of Overtime Officers: _____	Estimated OT Cost: _____
Additional Overtime Cost for City Departments: FIRE _____ P/W _____ REC/PARKS _____	



CITY OF RIDGELAND
APPLICATION FOR
PERMIT TO PLAY ON PREMISES MUSIC
(Please allow minimum 30 days for approval)



DATE OF APPLICATION: February 8, 2022

EVENT NAME: Great Strides Metro-Jackson

EVENT LOCATION: The Township - start/finish at The Club at Township

DESCRIPTION OF ON-PREMISES ACTIVITY: Start/Finish for 5K Awareness walk/fun run inside The Township
PA used for welcome, announcements and music

DATE OF ACTIVITY: Beginning April 30, 2022 to Ending April 30, 2022

HOURS OF ACTIVITY: Beginning 9:30am to Ending 12:00pm

ACTIVITY POINT OF CONTACT: Laurie Martin CELL NUMBER: 601.259.2306

(This person must remain on scene during the entire event)

NAME OF ORGANIZATION: Cystic Fibrosis Foundation - Jackson, MS

ADDRESS: 123-A Highway 80 East, #305 CITY/STATE/ZIP: Clinton, MS 39056

https://library.municode.com/ms/ridgeland/codes/code_of_ordinances?nodeId=CO_CH46EN_ARTIVNO

Event organizers should become familiar with the City of Ridgeland Noise Ordinance to ensure compliance with law.

PROVIDE FACTS THAT WOULD SHOW THE ACTIVITY FOR WHICH THE PERMIT IS REQUESTED WOULD NOT DISTURB THE PEACE OF ANY FAMILY OR PERSON WITHIN THE AREA INTO WHICH SOUND SHALL CARRY: Two Speakers, low volume, facing Highland Colony (away from residential area) Low level only for participants to clearly hear welcome, announcements and music

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

Applicants Signature: [Signature]

Date: 2/9/22

☒ APPROVED

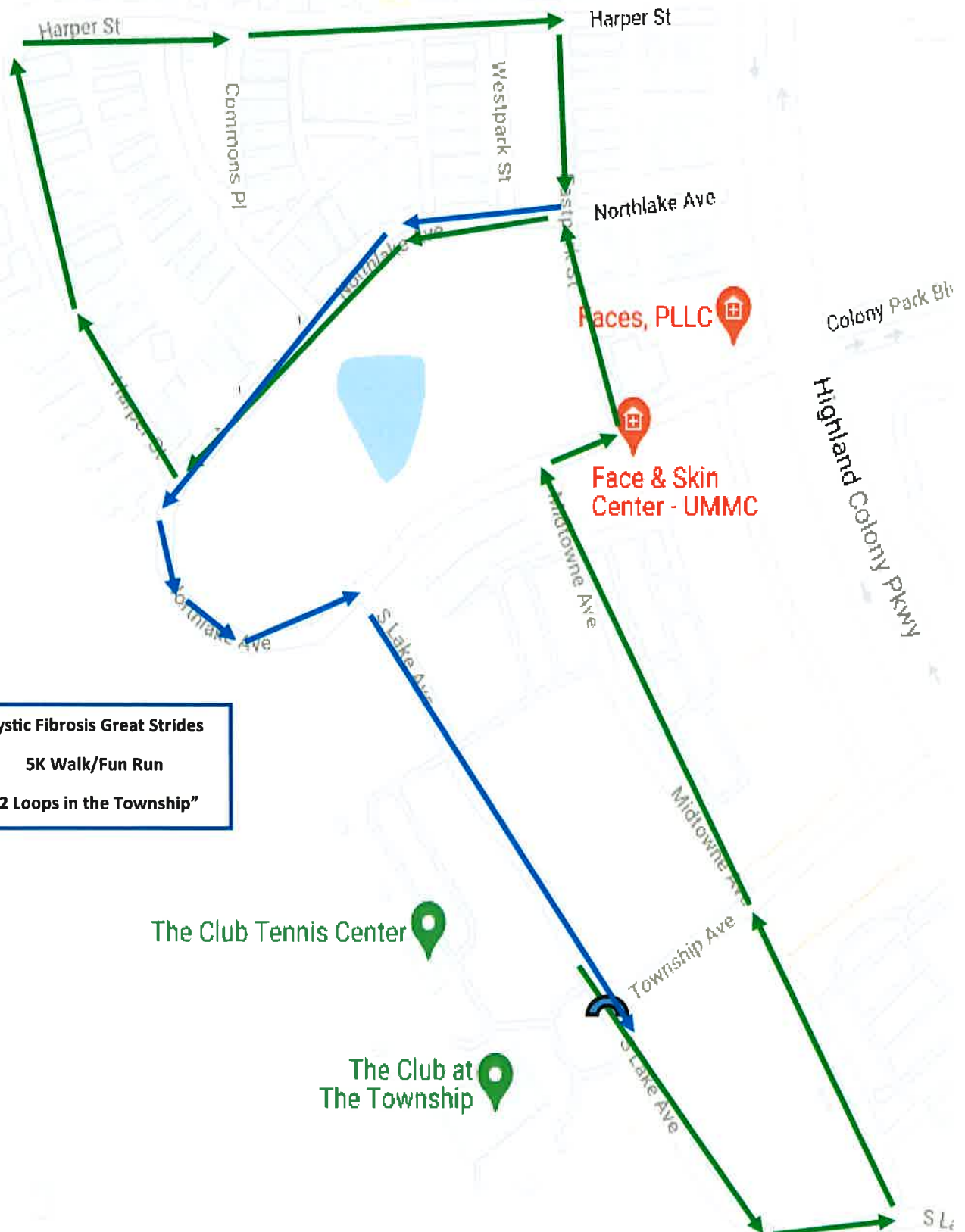
☐ DENIED

Chief of Police or Designee: [Signature]

Date: 30 MAR 2022

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

Cystic Fibrosis Great Strides
5K Walk/Fun Run
"2 Loops in the Township"





March 29, 2022

TO: Mayor & Board of Aldermen

FROM: John R. Neal, Chief of Police

SUBJECT: Special Event – Southern AgCredit (Customer Appreciation Fish Fry)

I have attached a request for a Special Event Permit from Madeline Twilbeck with Southern AgCredit. This event is their Annual Customer Appreciation Fish Fry scheduled Wednesday, May 11, 2022 from 4:00 p.m. until 8:00 p.m. This event will be held at Southern AgCredit located at 402 West Parkway Place.

Ms. Twilbeck is expecting a crowd of approximately 75-100 and portable restrooms will be available on site to accommodate guests. Southern AgCredit staff and volunteers will be responsible for setting up and cleaning up upon conclusion of the event. There will be a 1-man band playing in the parking lot for entertainment. Businesses close to the event will be closed or will be closing shortly after commencement time and should not be disturbed.

Ms. Twilbeck marked on the application they will have a mobile food vendor but it was confirmed that Cock of the Walk is catering the event.

This event will not generate overtime for the police department and on-duty officers will conduct periodic checks of the area during this time.

Checks in the amount of \$100.00 and \$1,000.00 representing requisite filing fee and bond fee were collected. Also included is the Application for Permit to Play On-Premises Music.

Your consideration and approval will be greatly appreciated.

CC: Lt. Brian Myers

Attachments (2)

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

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



CITY OF RIDGELAND
SPECIAL EVENT PERMIT APPLICATION
(Please allow minimum 30 days for approval)



EVENT NAME: Southern AgCredit Catfish Fry
EVENT LOCATION: 402 W Parkway Place, Ridgeland
EVENT DATE: Beginning 5/11/22 to Ending 5/11/22 Multiple Days: ☐ YES ☒ NO
EVENT HOURS: Beginning 4:00 pm to Ending 8:00 pm
TYPE OF EVENT: Customer Appreciation Catfish Fry
EVENT POINT OF CONTACT: Madeline Twilbeck CELL NUMBER: 601-863-9174
(This person must remain on scene during the entire event)

NAME OF ORGANIZATION: Southern AgCredit, ACA
ADDRESS: 402 W Parkway Place CITY/STATE/ZIP: Ridgeland, MS 39157
ESTIMATED CROWD SIZE: 75-125 NUMBER OF EVENT PERSONNEL: 20

ARRANGEMENTS FOR RESTROOM FACILITIES: ☒ YES ☐ NO LOCATION: Portable toilet - parking lot
ARRANGEMENTS FOR SITE CLEAN-UP: ☒ YES ☐ NO DETAILS: Employee's will clean up after

RECYCLING PROGRAM FOR WASTE

☐ YES ☒ NO DETAILS: _____

The City of Ridgeland will assist organizers in planning and locating recycle bins for recyclable waste through local companies. Event organizers are encouraged to maintain the City of Ridgeland's vision of a green environment by having your event recycle its waste.

MOBILE FOOD VENDING ☒ YES ☐ NO

In the event organizer will utilize mobile food vending services as part of this special event, complete section below. In accordance with the City of Ridgeland Mobile Food Vending Ordinance, the following vendors have complied with the requirements set forth in ordinance Chapter 22, Article V (Mobile Food Vending) for obtaining a Special Event Mobile Food Vending Permit from the City of Ridgeland.

MOBILE FOOD VENDOR NAME: Cook of the Week - CAFE (NOT DIRECT TO PUBLIC)
Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☒ NO
Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

MOBILE FOOD VENDOR NAME: _____
Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☐ NO
Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

MOBILE FOOD VENDOR NAME: _____

Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☐ NO

Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

MOBILE FOOD VENDOR NAME: _____

Photocopy of City of Ridgeland Food Vending Permit (Required): ☐ YES ☐ NO

Photograph(s) of Mobile Food Vehicle or Pushcart (Optional but suggested): ☐ YES-Attached ☐ NO

(If additional Mobile Food Vendors will be present, attach a separate sheet with the above information included)

UNMANNED AIRCRAFT SYSTEM – DRONE USAGE

Will the organizers of this event use the services of an UAS (unmanned aircraft system): ☐ YES ☒ NO

If Yes, who is the operator of the system: _____ Cell Number: _____

If an UAS/Drone will be utilized, a copy of the following required documents must be attached to this application:

Section 333 Exemption or Aircraft Certification

- Certificate of Authorization (COA)
- Aircraft Registration and Markings
- Pilot Certificate

FIRST AID/MEDICAL STATION(s): ☐ YES ☒ NO LOCATION(s): _____

POLICE/SECURITY PERSONNEL REQUIRED: _____ ☐ Police Dept. Assigned ☐ Self-Hired ☐ Not Applicable

ASSISTANCE FROM OTHER CITY DEPARTMENTS: ☐ Fire Department ☐ Public Works/Streets ☐ Recreation/Parks

Applicant Printed Name: Madeline Twilbeck Contact Number: 601-863-9174

Applicant Signature: Madeline Twilbeck Date: 3/10/22

Application Instructions

- 1). You must present to the Chief of Police or his designee your plan for parking and traffic control. You must state in this plan whether or not police or private security personnel will be needed to direct and handle traffic and parking.
- 2). City of Ridgeland Special Events Ordinance section 10-33(2) requires adequate security be provided at special events. This requirement is one security officer for every 400 people in attendance. A private security company may be used but preference shall be given to the hiring of off duty personnel. The assistance from Ridgeland Police Department for road course races/walks to secure intersections shall not be considered as part of the security requirement. The personnel assigned for traffic control are in addition to any requirement for on-site security personnel required in the ordinance.
- 3). If the event is to have outdoor music, a Permit to Play on Premises Music will be required from the applicant agreeing to comply with the noise ordinance of the City of Ridgeland, MS.
- 4). If there is a need for Police Dept., Fire Dept., Public Works Dept. and/or Rec/Parks Dept. personnel to work in controlling the special event, the applicant will agree to pay this cost from the filing of a bond fee.
- 5). The applicant may be required to post a bond fee in the minimum amount of one thousand dollars (\$1,000.00) with the City Clerk. This is to ensure that the event area is immediately cleaned up after its conclusion, and any City employee who works overtime as a result of the special event, will be compensated from the bond proceeds.
- 6). Submit the above application and information to the Office of the Chief of Police with a non-refundable filing fee of one hundred dollars (\$100.00) along with the above referenced bond fee. This application will be forwarded to the Patrol Division Commander or a designee who will review the application for all required documentation. This application and documentation will be presented to the Ridgeland Board of Aldermen for subsequent approval. **Please allow a minimum of 30 days to complete the process and receive approval.**

- 7). Event organizers should submit a map outlining the area where an event is to be held. Points of interest (entrance/exit points, first aid stations, etc...) shall be included on this map. If the event is a road race/walk, a map reflecting the proposed course route along with a description of the route shall be included. If any portion of the route will include sections of the Natchez Trace Parkway, you must first obtain approval from the Natchez Trace Chief (phone no. 662-680-4014; Ridgeland office 601-856-7321) and documentation reflecting this approval must be submitted with this application.
- 8). If the event is to be held at Old Trace Park and/or Madison Landing, you must first seek approval from PRVWSD Parks and Recreation (601-856-6319) and obtain a Facility Use Application which must be submitted with this application.
- 9). The number of event personnel will represent the number of people from the organization who will be assisting with the overall operation of the event. This will include any volunteers from the organization.
- 10). The arrangements for restroom facilities as addressed in the Ridgeland Code of Ordinances indicate 1 restroom per 150 people in attendance. These may be portable restrooms or existing restroom structures.
- 11). The event organizer or organization will be responsible for clean-up at the conclusion of the event. The City of Ridgeland encourages organizations to participate in a recycle program for any waste or debris to be discarded.
- 12). The first aid station located on the event site shall be manned by a state certified EMT.
- 13). The number of police/security personnel shall be determined by the expected crowd size. The event organizer may staff the event to satisfy this requirement through off-duty law enforcement personnel. The Ridgeland Police Department will assist the organizers if they choose the police department assigned option, or the event organizers may choose the self-hire option to select their own personnel to comply with the ordinance.
- 14). In accordance with City of Ridgeland Mobile Food Vending Ordinance (Chapter 22, Article V), any special event organizer who utilizes the services of a mobile food truck or pushcart must comply with the requirements under this above referenced section. If you utilize the services of a mobile food vendor, the applicant named on this permit will ensure the requirements under section 22-203 (b) are met and obtain a Special Event Mobile Food Vending Permit from the City of Ridgeland Department of Finance and Administration.

For Police Department Use Only

This application was received by the Ridgeland Police Department on <u>3/16/22</u> <u>CB</u> and has been reviewed by the appropriate personnel. This application has been <u>APPROVED</u> / DENIED by the Chief of Police or Designee. If approved by Ridgeland PD, this application will be submitted for consideration at the Ridgeland Mayor and Board of Alderman meeting to be held on <u>05 APRIL 2022</u> .	
Chief of Police or Designee: <u>[Signature]</u>	DATE: <u>24 MAR 2022</u>
Number of Overtime Officers: <u>0</u>	Estimated OT Cost: <u>\$</u>
Additional Overtime Cost for City Departments: FIRE _____ P/W _____ REC/PARKS _____	



CITY OF RIDGELAND
APPLICATION FOR
PERMIT TO PLAY ON PREMISES MUSIC
(Please allow minimum 30 days for approval)



DATE OF APPLICATION: 3/10/22
EVENT NAME: Southern Agcredit Catfish Fry
EVENT LOCATION: 402 W Parkway Place, Ridgeland
DESCRIPTION OF ON-PREMISES ACTIVITY: Customer appreciation fish fry. One man band to play music.
DATE OF ACTIVITY: Beginning 5/11/22 to Ending 5/11/22
HOURS OF ACTIVITY: Beginning 4:00 pm to Ending 8:00 pm
ACTIVITY POINT OF CONTACT: Madeline Twilbeck CELL NUMBER: 601-863-9174

(This person must remain on scene during the entire event)

NAME OF ORGANIZATION: Southern Agcredit, ACA
ADDRESS: 402 W Parkway Place CITY/STATE/ZIP: Ridgeland, MS 39157
https://library.municode.com/ms/ridgeland/codes/code_of_ordinances?nodeId=CO_CH46EN_ARTIVNO

Event organizers should become familiar with the City of Ridgeland Noise Ordinance to ensure compliance with law.

PROVIDE FACTS THAT WOULD SHOW THE ACTIVITY FOR WHICH THE PERMIT IS REQUESTED WOULD NOT DISTURB THE PEACE OF ANY FAMILY OR PERSON WITHIN THE AREA INTO WHICH SOUND SHALL CARRY: minimal noise.

Mostly business nearby that will be closing shortly after we begin.

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

Applicants Signature: Madeline Twilbeck Date: 3/10/22

☒ APPROVED
☐ DENIED

Chief of Police or Designee: [Signature]
Date: 24 MAR 2022

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



police department

March 30, 2022

TO: Mayor & Board of Alderman
FROM: John R. Neal, Chief of Police 
SUBJECT: SRPSI Training Reimbursement

I am forwarding to your office State of Mississippi check numbered 101030053 in the amount of \$7,200.00 made payable to the City of Ridgeland Police Department. This is reimbursement for the Basic Law Enforcement Class completed on December 16, 2021 by Officers Addison Falgout and Sidney Hughes at the Southern Regional Public Safety Institute (SRPSI).

It is requested this check be deposited into account 001-000-271 (Police Training Reimbursement). It is additionally requested that the below funds be transferred as follows:

Transfer \$7,200.00 from 001-000-271 (Police Training Reimbursement) into 001-100-681 (Training).

Your assistance in this matter is greatly appreciated.

CC: Craig Cotten

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

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

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the **Twenty-Eighth** day of **March** in the year **Two Thousand and Twenty-Two**

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

The City of Ridgeland
100 West School Street
Ridgeland, MS 39157

and the Contractor:

(Name, legal status, address and other information)

BIG Construction, LLC
119 Mt. Helm Road
Brandon, MS 39047

for the following Project:

(Name, location and detailed description)

Ridgeland Court Services Renovation
Ridgeland, MS
DA #21083

The Architect:

(Name, legal status, address and other information)

Dean Architecture
661 Sunnybrook Rd. Ste, 140
Ridgeland, MS 39157

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☒ A date set forth in a notice to proceed issued by the Owner/Architect.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[X] Not later than **One Hundred Twenty (120)** calendar days from the date of commencement of the Work.

[] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **Four Hundred Twenty-Five Thousand dollars and no/100 (\$425,000.00)**, subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
See Section 012100 Allowances 1.05 –	
A. Section 087100 – Hardware	\$600 per door for purchase/delivery to job site.
B. Section 064120 – Architectural Woodwork	\$25,000 for modifications to existing Judge's Bench.
C. Contingency Allowance	\$50,000 for use upon Owner's instructions.

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Reference Section 007300, Supplemental Conditions, Article 9.11 Liquidated Damages:

The amount established for liquidated damages is Five Hundred Dollars (\$500) per calendar day.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the **Twenty-fifth** day of a month, the Owner shall make payment of the amount certified to the Contractor not later than **Thirty (30)** days after receipt from the architect. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than **Thirty (30)** days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five (5%) Percent Retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Supplemental Conditions: Article 9 Payments and Completion 9.3.1.3 State of MS law –

5% retainage shall be retained until the Work is at least fifty percent (50%) complete, on schedule and satisfactory in the architect's opinion, at which time fifty (50%) percent of the retainage held to date shall be returned, subject to consent of surety, to the prime contractor for distribution to the appropriate subcontractors and suppliers; provided, however, that future retainage shall be withheld at the rate of two and one-half percent (2 ½%). When submitting request for reduction in retainage, the Contractor will include, with the application, a Consent of Surety to Reduction which is AIA Form G707A, and a Power of Attorney.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

N/A

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

N/A %

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

J. Alan Grant, AIA, NCARB

Principal

601-939-7717 agrant@deandean.com

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

N/A

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Chief John R. Neal, Chief of Police

Ridgeland Police Department

601-853-2014 (office) 601-856-2121 (Department)

John.Neal@Ridgelandms.org

Init.

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Mitch Simpson, Construction Manager
BIG Construction, LLC
601-914-2903 Mitch@BIGconstructionms.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents. (See Supplemental Conditions of the Contract for Construction for Insurance & Bond requirements)

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

See Supplemental Conditions Article 11.1.2

§ 8.7 Other provisions:

N/A)

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

- .5 Drawings

Number	Title	Date
See Exhibit "C"	List of Drawings	2/9/2022

- .6 Specifications

Section	Title	Date	Pages
See Exhibit "D"	Table of Contents	2/9/2022	3

(Paragraph deleted)

Init.

Number
N/A

Date

Pages

.7 Addenda, if any: Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[N/A] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[N/A] The Sustainability Plan:

Title

Date

Pages

[X] Supplementary and other Conditions of the Contract:

Document
007300

Title
Supplementary
Conditions

Date
2/2022

Pages
17 Pages

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Exhibit "A"	BIG Construction Bid Confirmation Memo dated 3/24/2022
Exhibit "B"	BIG Construction Bid Proposal dated 3/24/22
Exhibit "C"	List of Drawings
Exhibit "D"	Table of Contents

This Agreement entered into as of the day and year first written above.

CITY OF RIDGELAND

BIG CONSTRUCTION, LLC

OWNER (Signature)

Gene McGee,
Mayor

(Printed name and title)

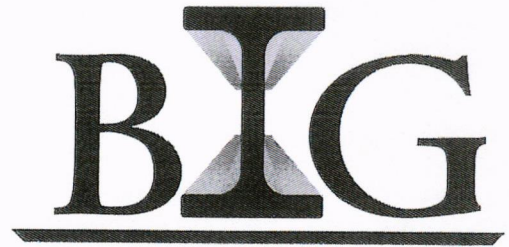
CONTRACTOR (Signature)

John Skelton,
Chief Operating Officer

(Printed name and title)

Init.

Exhibit "A"



Construction

General Contractor Design/Build Maintenance

March 24, 2022

BIG Construction, LLC
119 MT Helm Road
Brandon, MS 39047

Dean Architecture
661 Sunnybrook Road, Ste.140
Ridgeland, MS 39157

BIG Construction, LLC would like to inform The City of Ridgeland that we have reviewed the bid proposal and price for project #21083 Ridgeland Court Services - City of Ridgeland and or prepared to enter into a contract with The City of Ridgeland.

We look forward to working on this and many more projects together!

Thank you,

A handwritten signature in black ink, appearing to read "John Skelton".

John Skelton
Chief Operating Officer

601.500.5100 

John@BIGconstructionMS.com 

FAX: 601.914.6110 

Exhibit "B"
SECTION 004100

BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

A. Owner

1. The City of Ridgeland, 100 W School Street, Ridgeland MS, 39157

1.02 FOR:

- A. Project: Ridgeland Court Services Renovation

1.03 DATE: 3/24/2022 (BIDDER TO ENTER DATE)

1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

A. Bidder's Full Name BIG Construction, LLC

1. Address 119 Mt. Helm Road
2. City, State, Zip Brandon, MS 39047

1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Dean Arch for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- B. Base Bid: Four hundred twenty five thousand dollars
(\$425,000), in lawful money of the United States of America.
- C. We have included the required security deposit as required by the Instruction to Bidders.
- D. All applicable federal taxes are included and State of MS taxes are included in the Bid Sum.
- E. All Cash and Contingency Allowances described in Section 012100 - ALLOWANCES are included in the Bid Sum.

1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
1. Execute the Agreement within seven days of receipt of Notice of Award.
 2. Furnish the required bonds within seven days of receipt of Notice of Award.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.07 CONTRACT TIME

- A. If this Bid is accepted, we will:
1. Complete the Work in 120 calendar days from Notice to Proceed.

1.08 CHANGES TO THE WORK

- A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
1. Fifteen (15) percent overhead and profit on the net cost of our own Work;
 2. Ten (10) percent on the cost of work done by any Subcontractor.

3. Markup for profit and overhead will not be allowed for items to be paid from project allowances identified in Section 012100.

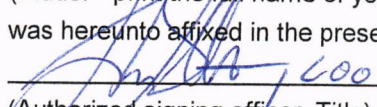
1.09 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
1. Addendum # _____ Dated _____.
 2. Addendum # _____ Dated _____.
 3. Addendum # _____ Dated _____.
 4. Addendum # _____ Dated _____.

1.10 BID FORM SUPPLEMENTS

- A. The following Supplements are attached to this Bid Form and are considered an integral part of this Bid Form:
1. Document 004336 - Proposed Subcontractors Form: Include the names of all Subcontractors and the portions of the Work they will perform.

1.11 BID FORM SIGNATURE(S)

- A. The Corporate Seal of
B. BIG Construction, LLC
C. (Bidder - print the full name of your firm)
D. was hereunto affixed in the presence of:
E. 
F. (Authorized signing officer, Title)
G. (Seal)

END OF BID FORM

SECTION 004336
PROPOSED SUBCONTRACTORS FORM

PARTICULARS

- 1.01 HERewith IS THE LIST OF SUBCONTRACTORS REFERENCED IN THE BID SUBMITTED BY:
1.02 (BIDDER) BIG Construction, LLC
1.03 TO (OWNER) THE CITY OF RIDGELAND
1.04 DATED 3/24/2022 AND WHICH IS AN INTEGRAL PART OF THE BID FORM.
1.05 THE FOLLOWING WORK WILL BE PERFORMED (OR PROVIDED) BY SUBCONTRACTORS
AND COORDINATED BY US:

LIST OF SUBCONTRACTORS

2.01 WORK SUBJECTS SUBCONTRACTOR NAME

2.02 MECHANICAL McLain Plumbing Mechanical

2.03 ELECTRICAL Magnolia Electric Company

END OF SUPPLEMENT A

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

BIG Construction, LLC
119 Mt. Helm Road
Brandon, MS 39047

SURETY:

(Name, legal status and principal place of business)

Fair American Insurance and Reinsurance
Company
One Liberty Plaza, 165 Broadway
New York, NY 10006

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Ridgeland
100 West School Street
Ridgeland, MS 39157

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

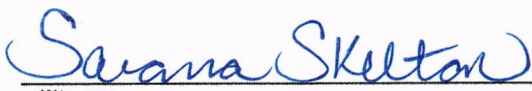
Ridgeland Court Services Renovation

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 24th day of March, 2022


(Witness)


(Witness) Megan Lann

BIG Construction, LLC
(Principal) (Seal)

By: 
(Title)

Fair American Insurance and Reinsurance Company
(Surety) (Seal)

By: 
(Title) Scott E. Stoltzner Attorney-in-Fact

FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY
One Liberty Plaza, 165 Broadway, New York, NY 10006
POWER OF ATTORNEY

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Andrew C. Heaner of Atlanta, Georgia; Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; David R. Brett of Columbia, South Carolina; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; James A. Mallis of Charlotte, NC; Michael J. Brown of Cumming, Georgia; Tamara D. Johnson of Atlanta, Georgia; or Omar G. Guerra of Overland Park, Kansas, EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking, or contract of suretyship executed under this authority shall exceed in amount of the sum of \$7,000,000 (Seven Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2nd day of February, 2016.

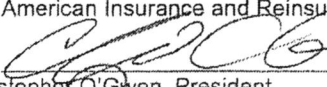
RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

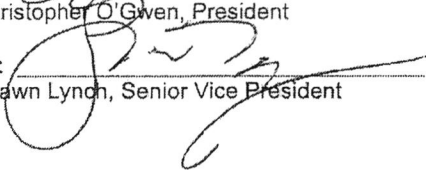
FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by the President and this Senior Vice President this 28th day of January 2021.



Fair American Insurance and Reinsurance Company

By: 
Christopher O'Gwen, President

By: 
Shawn Lynch, Senior Vice President

On January 28, 2021 before me, the above named President and Senior Vice President, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

VINCENT PATRICK ENG
Notary Public State of New York
New York County
Lic. #02EN6333805
Comm. Exp. Dec 7 2023

WITNESS my hand and official seal.

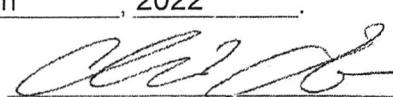
Signature



(Seal)

I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the 24th day of March, 2022.


Christopher O'Gwen, President

No. 5889

Bond #1009748-00

EXHIBIT "C" INDEX OF DRAWINGS

RIDGELAND COURT SERVICES

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- D101 Existing/Demolition Floor Plan
- A101 Renovation Floor Plan
- A102 Renovation Reflected Ceiling Plan
- A901 Renovation Finish Plan

Mechanical

- M100 Legend, Abbreviations and Schedules
- M101 Demolition and Renovation Mechanical Floor Plans

Electrical

- E001 Electrical Legend, Schedules & Sheet Index
- E101 Floor Plan – Electrical Demolition
- E201 Floor Plan – Electrical Renovation

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DATE: MARCH 28, 2022

TO: MAYOR & BOARD OF ALDERMEN

FROM: PAULA TIERCE, CITY CLERK

The following customers have requested sewer adjustments and I recommend approval of same:

08-1399-02	909 La Roche Court	\$59.05
03-1585-02	584 Highway 51	\$308.26
07-0590-00	646 McLaurin Rd	\$255.38
09-4190-01	102 Chicot Cove	\$106.43
02-2042-00	500 Heatherstone	\$75.17
09-0255-04	314 Beaver Creek	\$6.05
01-0510-01	567 Boardwalk	\$3,833.35

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

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

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

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

Professional Janitorial Service Proposal

Prepared for:

City of Ridgeland Mississippi

**100 West School Street
Ridgeland, Mississippi 39157**

Submitted By:

Highland Building Services

290 Commerce Park Drive

Suite A

Ridgeland, MS 39157

David Wright

Managing Partner

601-668-8375

Fax: 800-881-1539

dwright@highlandbuildingservices.com



March 24, 2022

Highland Building Services
290 Commerce Park Drive
Suite A
Ridgeland, MS 39157



March 24, 2022

Paula Tierce, PHR
City of Ridgeland Mississippi
100 West School Street
Ridgeland, Mississippi 39157

Dear Paula,

Subject: Janitorial Service Proposal - City of Ridgeland Mississippi, 100 West School Street, Ridgeland, Mississippi 39157

Thank you for allowing Highland Building Services to prepare a professional cleaning service proposal for your consideration. We know it takes considerable time and effort to show any potential contractor your facility, and to provide them with the necessary information. *So again, thanks!*

Here are a few important highlights:

Before we start... All of our cleaners are thoroughly trained on how to perform each cleaning task, as well as on important safety issues. Our goal is to clean each customer's facility professionally and safely.

During the start... We know a seamless, no-hassle start-up is important to every customer. So at Highland Building Services, we combine up-front preparation and training with strong management and direction to ensure a smooth, successful startup.

After the start... A systematic approach to keep your building looking good! At Highland Building Services, we offer strong management and quality control to plan for, and not lose track of, the many necessary cleaning details.

We look forward to the opportunity of becoming a trusted and valued partner in improving and maintaining the appearance of your building. Please call if you have any questions, or need additional information as you review our proposal.

Sincerely,

David Wright
Managing Partner
Highland Building Services

City of Ridgeland Mississippi
Professional Janitorial Service Proposal

General

Highland Building Services agrees to provide all labor, supervision, material, and equipment necessary to assure performance of specified cleaning service for the customer. This shall include all services described in the written specifications attached. Highland Building Services agrees to furnish such cleaning service for a period of one year, the dates yet to be agreed upon.

Compensation

1 day per week Professional Cleaning Service Program: **\$1,500/mo.**

Special Services

- Carpet steam cleaning is available - \$.25/square foot
- Exterior windows can be cleaned - Price quoted upon request.

Service Schedule

Cleaning service operations described in this comprehensive program will be performed 1 day per week.

The cleaning crew will observe holidays observed by the customer. Highland Building Services is prepared to adapt this work schedule to coincide with the needs and requests of the customer provided that such requests do not alter the cost of operations.

Invoicing

All invoicing will be itemized according to monthly work or for special tasks. Invoicing will be on the 1st of each month. Payment policy is net 30 days.

Supervision

Adequate personnel and supervision will be furnished to ensure quality service.

Supplies

The customer will furnish all consumable products inclusive of but not limited to: toilet tissue, towels, trash liners and hand soap. If desired, Highland Building Services can provide these products and invoice them separately.

Highland Building Services will furnish all cleaning supplies inclusive of but not limited to: cleaning agents, disinfectants, etc.

Equipment

Highland Building Services will furnish and maintain all necessary cleaning equipment inclusive of but not limited to: floor machines, buffers, carpet extractor, vacuums, maid carts, mop buckets, wringers, mops and brooms. The customer agrees to provide a secure space for storage of this equipment, as may be necessary.

Highland Building Services will comply with current OSHA regulations and proven procedures pertaining to all work performed at the customer's location.

Insurance

Highland Building Services will furnish all forms of insurance required by law and shall maintain the same in force.

- Comprehensive General Liability
- Property Damage
- Workers' Compensation

Employee Status

Personnel supplied by Highland Building Services are deemed employees of Highland Building Services and will not for any purpose be considered employees or agents of the customer.

Equal Opportunity Employer

Highland Building Services is an equal opportunity employer. All necessary employment forms will be maintained by our office as required by law.

Our Philosophy

Highland Building Services is committed to providing quality janitorial services that deliver the highest levels of customer satisfaction.

Term

The term of this agreement shall be for a period of one (1) year and shall automatically renew for additional one (1) year periods on the anniversary date of this agreement.

Cancellation

This agreement may be terminated or canceled at any time with a minimum of thirty (30) days written notice from either party.

Agreement

This Agreement ("this Agreement") is made and entered into as of _____, 20____, by and between Highland Building Services, with its principal place of business located at 290 Commerce Park Drive, Suite A, Ridgeland, MS 39157 and City of Ridgeland Mississippi with its principal place of business located at 100 West School Street, Ridgeland, Mississippi 39157.

NOW, THEREFORE, in consideration of the mutual promises and benefits to be derived by the parties they mutually agree to the terms and conditions as outlined above in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date and year first written above.

Highland Building Services

City of Ridgeland Mississippi

Signature: _____

Signature: _____

Name: _____

Name: _____

Date: _____

Date: _____

Title: _____

Title: _____

City of Ridgeland Mississippi

Job Specifications

Entrances

<u>Task Description</u>	<u>Service Days</u>
Detail Dust - High And Low Areas	Monthly
Spot Clean All Walls, Light Switches And Doors	1 day/wk.
Dust Mop Hard Surface Floors	1 day/wk.
Damp Mop Hard Surface Floors- Use Appropriate Cleaner	1 day/wk.
Clean Both Sides Of Door Glass And Wipe Frames	1 day/wk.
Vacuum Walk-Off Mats	1 day/wk.

Lobbies

<u>Task Description</u>	<u>Service Days</u>
Detail Dust - High And Low Areas	Monthly
Spot Clean All Walls, Light Switches And Doors	1 day/wk.
Damp Wipe Horizontal Surfaces-Use Appropriate Cleaner	1 day/wk.
Vacuum Or Brush Upholstered Furniture	Monthly
Clean And Sanitize Telephones	1 day/wk.
Arrange Furniture	1 day/wk.
Empty And Remove Trash, Replace Liner If Needed	1 day/wk.
Dust Mop Hard Surface Floors	1 day/wk.
Damp Mop Hard Surface Floors- Use Appropriate Cleaner	1 day/wk.
Vacuum Walk-Off Mats	1 day/wk.

Conference Rooms

<u>Task Description</u>	<u>Service Days</u>
Detail Dust - High And Low Areas	Monthly
Spot Clean All Walls, Light Switches And Doors	1 day/wk.
Damp Wipe Horizontal Surfaces-Use Appropriate Cleaner	1 day/wk.
Vacuum Or Brush Upholstered Furniture	Monthly
Clean And Sanitize Telephones	1 day/wk.
Arrange Furniture	1 day/wk.
Empty And Remove Trash, Replace Liner If Needed	1 day/wk.
Spot Clean Carpet, i.e. Spills	1 day/wk.
Detail Vacuum All Carpet	1 day/wk.
Detail Vacuum - Corners And Edges	Monthly
Dust Mop Hard Surface Floors	1 day/wk.

Damp Mop Hard Surface Floors- Use Appropriate Cleaner
Clean high traffic carpet with portable carpet extractor

1 day/wk.
Monthly

Offices

<u>Task Description</u>	<u>Service Days</u>
Detail Dust - High And Low Areas	Monthly
Spot Clean All Walls, Light Switches And Doors	1 day/wk.
Damp Wipe Horizontal Surfaces-Use Appropriate Cleaner	1 day/wk.
Vacuum Or Brush Upholstered Furniture	Monthly
Clean And Sanitize Telephones	1 day/wk.
Empty And Remove Trash, Replace Liner If Needed	1 day/wk.
Spot Clean Carpet, i.e. Spills	1 day/wk.
Detail Vacuum All Carpet	1 day/wk.
Detail Vacuum - Corners And Edges	Monthly
Clean high traffic carpet with portable carpet extractor	Monthly

Hallways

<u>Task Description</u>	<u>Service Days</u>
Detail Dust - High And Low Areas	Monthly
Spot Clean All Walls, Light Switches And Doors	1 day/wk.
Spot Clean Carpet, i.e. Spills	1 day/wk.
Detail Vacuum All Carpet	1 day/wk.
Detail Vacuum - Corners And Edges	Monthly
Dust Mop Hard Surface Floors	1 day/wk.
Damp Mop Hard Surface Floors- Use Appropriate Cleaner	1 day/wk.
Clean high traffic carpet with portable carpet extractor	Monthly
Clean And Polish Drinking Fountains	1 day/wk.

Restrooms

<u>Task Description</u>	<u>Service Days</u>
Machine Scrub Hard Surface Floor	Monthly
Supply/replace bathroom air freshener	Monthly
Empty Trash, Refill Supply Dispensers, Clean And Disinfect Restroom Fixtures, Clean Mirrors, Counters, Partitions And Chrome, Sweep And Mop Floor Using Appropriate Cleaner	1 day/wk.

Lunchrooms

<u>Task Description</u>	<u>Service Days</u>
Detail Dust - High And Low Areas	Monthly
Spot Clean Vending Machines, Walls And Light Switches	1 day/wk.
Arrange Furniture	1 day/wk.
Spot Clean Carpet, i.e. Spills	1 day/wk.
Detail Vacuum All Carpet	1 day/wk.
Detail Vacuum - Corners And Edges	Monthly
Dust Mop Hard Surface Floors	1 day/wk.
Damp Mop Hard Surface Floors- Use Appropriate Cleaner	1 day/wk.
Damp Wipe All Lunchroom Tables	1 day/wk.
Damp Wipe Eating Area Chairs	1 day/wk.
Damp Wipe Countertops Using Appropriate Cleaner	1 day/wk.
Clean Sinks Using Appropriate Cleaner	1 day/wk.
Clean Coffee Machine/Station	1 day/wk.
Vacuum Walk-Off Mats	1 day/wk.
Damp Clean Interior And Exterior Of Microwave	1 day/wk.
Empty And Remove Trash	1 day/wk.
Clean Refrigerator, Empty Contents If Requested	Monthly

Utility Rooms

<u>Task Description</u>	<u>Service Days</u>
Detail Dust - High And Low Areas	Monthly
Spot Clean All Walls, Light Switches And Doors	1 day/wk.
Spot Vacuum All Carpet	1 day/wk.
Sweep Hard Surface Floors	1 day/wk.
Spot Mop Stains And Spills Using Appropriate Cleaner	1 day/wk.

Other Requirements

<u>Task Description</u>	<u>Service Days</u>
Site Supervision	1 day/wk.
Gather Supplies And Equipment For Shift	1 day/wk.
Clean And Arrange Janitor Closet	1 day/wk.
Prepare For The Next Day	1 day/wk.
Turn Off Lights - Per Instructions	1 day/wk.
Shut And Lock Doors, Set Alarm - Per Instructions	1 day/wk.