

**MEETING OF THE
MAYOR AND BOARD OF ALDERMAN OF THE
CITY OF RIDGELAND, MISSISSIPPI
November 1, 2022
6:00 PM**

INVOCATION

PLEDGE OF ALLEGIANCE

CONSIDERATION OF MINUTES FROM PRIOR BOARD MEETING

October 17, 2022

CONSIDERATION OF MINUTES FROM PRIOR WORK SESSION

October 16, 2022

1. AGENDA ITEMS

2. CONSENT ITEMS

- a) Table Petition and Application for Conditional Use - Bruce Patel (C-Store) to December 6, 2022 (Pending Architectural Review)
- b) Approve Contractor (Lewis Electric) Pay Estimate No 2 for City of Ridgeland Traffic Signal Equipment Safety Improvements
- c) Approve Correction to Public Works Term Bid for Aggregate, Soil and Fill Materials Line Item #12
- d) Approve Truck Route Permit for 204 Hillside Street (Pool)
- e) Approve Truck Route Permit for 112 Bridgewater Bend (House)
- f) Approve CPI Increase as requested by Waste Management, Inc. for Solid Waste Collection
- g) Budget Amendment Decreasing Account 388-000-380 (2019 Bond Fund) \$1,450,617 and Increasing Account 388-601-750 (Contractor) \$1,400,617 and Account 388-601-600 (Engineering) and \$50,000 - Highland Colony Rehab Project
- h) Budget Amendment - Investigative Fee (Police Department)
- i) Deputy Court Clerk Appointment (Police Department)
- j) Budget Amendment Decreasing Account 005-000-192 (Court Service Fee Fund) \$125,226.00 and Increasing Account 005-101-720 \$125,226.00 for Courtroom Renovations
- k) Approve Re-Appointment of Todd Leach, General Manager of Springhill Suites, to Ridgeland Tourism Commission Board of Directors as Hotel/Lodging Representative
- l) Sewer Adjustments

- m) Approve Maintenance Agreement for Building Environmental Systems
- n) Consider StorTrust Cloud Backup and Disaster Recovery Service Contract
- o) MEDICAL MARIJUANA JURISDICTION RESOLUTION

3. PAYMENT OF CLAIMS

- a) 179142 - 179405 and October 21, 2022 Payroll (\$2,180,829.76)

4. EXECUTIVE SESSION

ADJOURNMENT

INFORMATION FOR MAYOR AND BOARD

Minutes of the Architectural Review Board (October 25, 2022)

Consider Recommendations/Discussion from the Zoning Board

City Attorney Statement for Services thru October 27, 2022

**MEETING OF THE
MAYOR AND BOARD OF ALDERMAN OF THE
CITY OF RIDGELAND, MISSISSIPPI
October 18, 2022
6:00 PM**

The Mayor opened the October 18, 2022 meeting of the Mayor and Board of Aldermen to order. Present were Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Kevin Holder, Alderman Brian Ramsey, Alderman D.I. Smith, Alderman Bill Lee (via telephone), City Attorney John Scanlon, and City Clerk Paula Tierce. Absent was Alderman Ken Heard. The meeting was opened with an invocation by Alderman Brian Ramsey followed by the pledge of allegiance.

The Mayor and Board of Aldermen were provided the October 2022 Sales Tax Report and the September 2022 Financial Statement.

Next came the matter of accepting the Minutes of the October 3, 2022 Work Session and the October 4, 2022 Board of Aldermen meeting. The Minutes were accepted with no corrections noted.

Next came the recognition of Detective Mitch Tate for being selected "Officer of the Month" for September 2022. Mayor McGee stated that in the early morning hours of Wednesday, September 7, 2022, Ridgeland Police Officers responded to The Vineyard liquor store on South Wheatley in reference to a burglary alarm. Officers found that the business was broken into and multiple bottles of high-value liquor were stolen. Detective Mitch Tate responded and processed the crime scene. It was discovered that approximately \$10,000 in liquor was stolen, including one bottle that had a value of approximately \$3,400. Detective Tate obtained surveillance video from The Vineyard as well as from surrounding businesses, which enabled him to identify a possible suspect vehicle with an Illinois temporary tag. Detective Tate contacted the Illinois State Police and was able to gain information regarding the vehicle's owner. Detective Tate learned that the owner of the vehicle had ties to Lawrence County, Mississippi. Detective Tate obtained surveillance video footage from the Lawrence County Sheriff's Office when the suspect checked in there for a court ordered monitoring regarding his probation. Detective Tate was able to obtain surveillance video footage from the day before the burglary and found the suspect in The Vineyard. It was discovered that the suspect was wearing the same clothing in The Vineyard as he had when meeting with his Probation Officer. Detective Tate also obtained video from a pawn shop further linking the suspect to the suspected vehicle. These videos enabled Detective Tate to positively identify the suspect and sign the appropriate burglary charges. The suspect was later arrested with the assistance of the Lawrence County Sheriff's Officer and was interviewed at the Ridgeland Police Department by Detective Tate, who confessed to the burglary. Mayor McGee congratulated Detective Mitch Tate for being selected "Officer of the Month" for September and thanked him for his hard work and dedication to the City of Ridgeland.

(Alderman Chuck Gautier left the meeting.)

Next came the consideration of a Special Event for Movies in the Park Township at Colony Park (Police Department). Alderman D.I. Smith moved to approve. The Motion was seconded by Alderman Kevin Holder and a vote was taken thereon as follows:

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

The Mayor then declared the Motion carried.

Next came the consideration of the Amended and Restated Development Agreement for Renaissance II. Alderman Brian Ramsey moved to approve. The Motion was seconded by Alderman Wesley Hamlin and a vote was taken thereon as follows:

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

The Mayor then declared the Motion carried. A copy of the Amended and Restated Development Agreement is attached hereto as Exhibit "A".

(Alderman Chuck Gautier joined the meeting.)

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

- a) Approve Ridgeland Harbor Pointe Resolution Extension #5 of the Development and Reimbursement Agreement - Resolution Attached Hereto As Exhibit "B"
- b) Petition and Application for Conditional Use Permit - Ridgeland Hospitality, LLC (Tru by Hilton) - Ordinance Attached Hereto As Exhibit "C"
- c) Set Public Hearing to Amend the Future Land Use and Transportation Plan of the City of Ridgeland - November 15th, 2022 at 6 p.m. before the Mayor and Board of Aldermen - Order Attached Hereto As Exhibit "D"
- d) Annual Adoption of the Long Range Improvement Plan for the Ridgeland Public Water System - Order Attached Hereto As Exhibit "E"
- e) Approve 2022 Risk Management Plan Update for Ridgeland Public Water System - Order Attached Hereto As Exhibit "F"
- f) Approve updated EPA Emergency Response Plan for the Ridgeland Public Water System - Order Attached Hereto As Exhibit "G"
- g) Special Event - Boys & Girls Club Blues by Starlight (Police Department) - Order Attached Hereto As Exhibit "H"
- h) Special Event - Colonial Heights Baptist Church Hearts of Compassion 5K Run (Police Department) - Order Attached Hereto As Exhibit "I"
- i) Special Event - Twilight Concerts at Renaissance (Police Department) - Order Attached Hereto As Exhibit "J"

- j) Site Plan/Architectural Review for Tru Hotel - Order Attached Hereto As Exhibit "K"
- k) Special Event Word of Life Fall Fest (Police Department) - Order Attached Hereto As Exhibit "L"
- l) Budget Amendment - Transfer FY22 Funds to FY23 (Police Department) - Resolution Attached Hereto As exhibit "M"
- m) Authorize City Clerk to Advertise for City Depository for Calendar Years 2023, 2024, 2025, and 2026 - Order Attached Hereto As Exhibit "N"
- n) Receive September 30, 2022 Privilege License Report - Order Attached Hereto As Exhibit "O"
- o) Approve Budget Amendment Decreasing ARPA Fund Balance \$17,500 and Increasing Account 476-650-604 \$17,500 - Resolution Attached Hereto As Exhibit "P"
- p) Accept FY2022 Inventory - Order Attached Hereto As Exhibit "Q"
- q) Void Privilege License Numbers 2022-01638 thru 2022-99999 - Order Attached Hereto As Exhibit "R"
- r) Declare 2004 Buick Regal (VIN #2G4WB55K641215111) Surplus and Authorize Donation to the Town of Tchula - Resolution Attached Hereto As Exhibit "S"
- s) Declare Property Surplus - Resolution Attached Hereto As Exhibit "T"
- t) Sewer Adjustments - Order Attached Hereto As Exhibit "U"

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

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

The Mayor then declared the Motion carried.

Next came the payment of claims 178770 - 179141 and October 7, 2022 Payroll (\$2,242,535.89). Alderman Wesley Hamlin moved to approve. The Motion was seconded by Alderman Chuck Gautier and a vote was taken thereon as follows:

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

The Mayor then declared the Motion carried.

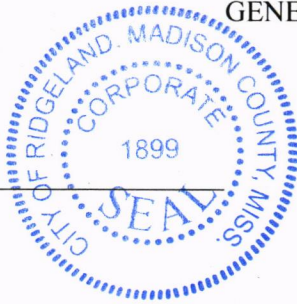
There being no further business before the Board of Aldermen, the Mayor adjourned the meeting at 6:07 p.m.

WITNESS MY SIGNATURE, this the 24th day of October, 2022.

Gene F. McGee
GENE F. MCGEE, MAYOR

ATTEST:

Paula Tierce
PAULA TIERCE, CITY CLERK



**MINUTES OF THE SPECIAL MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF RIDGELAND
OCTOBER 17, 2022
6:00 P.M.**

The Mayor opened the special called meeting of the Mayor and Board of Aldermen. Present were Alderman Bill Lee, Alderman Ken Heard, Alderman Kevin Holder, Alderman Chuck Gautier, Alderman DI Smith, Alderman Wesley Hamlin, Alderman Brian Ramsey, City Attorney Jerry Mills, and City Clerk Paula Tierce.

The City Clerk adjudicated that proper notice was made; a copy of which is attached hereto as Exhibit "A".

Newell Eatherly from Troop 8, First Baptist Church of Jackson, was present working on his Communication badge.

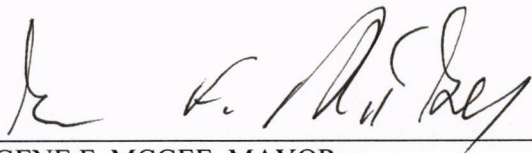
The Mayor presented the proposed agenda for the regular meeting scheduled on Tuesday, October 18, 2022. Each item was discussed with no action being taken by the Board of Aldermen.

Alderman Chuck Gautier left the meeting during the discussion of items "b" and "k" and requested that those items be moved from the Consent Agenda.

Public Works Director, Alan Hart, did a presentation to the Mayor and Board of Aldermen regarding the 2022 Risk Management Plan Update for the Ridgeland Public Water System. Mr. Hart also distributed a copy of the City of Ridgeland Emergency Response Plan to the Mayor and Board of Aldermen.

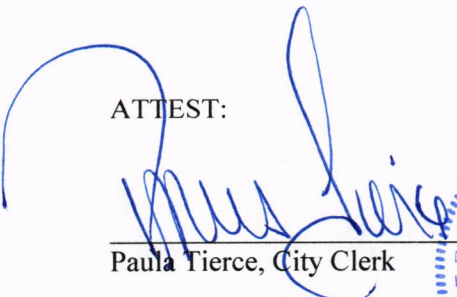
The meeting concluded at 6:24 p.m.

WITNESS MY SIGNATURE, this the 24th day of October, 2022.



GENE F. MCGEE, MAYOR

ATTEST:



Paula Tierce, City Clerk



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

**PETITION AND APPLICATION FOR
CONDITIONAL USE PERMIT**

(Official Form February 2014)

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

1. The name of the Petitioner is **Bruce Patel** (hereinafter referred to as "Petitioner").
2. The Petitioner's mailing address is **Bruce Patel, 115 W Jackson St. Suite 2D, Ridgeland, Mississippi 39211.** and the Petitioner's attorney or representative's mailing address is **Stephen Baldwyn, Pickering Firm, 2001 Airport Road, Suite 201, Flowood, MS 39232.**
3. The Petitioner's phone number is **601-977-0733** and the Petitioner's representative's phone number is (if applicable) **601-956-3663**.
4. The record title holder of the property is **Harbor Point, LLC**, and a copy of the property deed with legal description is attached hereto as Exhibit "A". Additionally, digital text version of the legal description shall be provided to the Zoning Administrator for use in advertising the public hearing.

5. If the Petitioner is not the owner of the property, the owner's address and phone number is P.O. Box 1216 West Point, MS 39773 (662) 494-5732
-

6. A copy of the written authority of the owner's representative to act on behalf of the Owner is attached hereto as Exhibit "B", if applicable.
7. The street address of the property: **The subject property does not currently have a street address. However, it is located northeast of the intersection of Old Canton Road and Harbour Pointe Crossing.**

(and/or) Tax Parcel ID Number(s): **The subject property consists of 1 parcel.**

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

Section 420.03 of the Zoning Ordinance of the City of Ridgeland, Mississippi, dated February, 2014. **(Section of ordinance authorizing the specified conditional use).**

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

requested classification: **A gas station, convenience store and a liquor store.**

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

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

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

The site being located on the corner of the Old Canton and Harbour Pointe Crossing provides accessibility and visibility. The generated tax revenue for the city establish this site as a perfect fit for the proposed use.

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

With two access points to Old Canton Road and adequate on-site parking, vehicular circulation should not be jeopardized by the proposed use. In addition, the surrounding locations and business as well as the proximity to two traffic lights the volume of the adjacent streets should not be increased.

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

The Proposed use of a gas station convenience store will not cause any adverse effect on abutting properties. All property surrounding the subject property is currently zoned C-2A or C-4. Only the property directly north of the subject property is currently developed. This location with access from an arterial road, is ideal for a gas station convenience store/liquor store. We do not anticipate increased traffic with minimal daily trips.

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

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

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

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

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

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

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

Drainage and Erosion control will be designed in accordance with all local, state and federal requirements by a licensed Civil Engineer in the State of Mississippi.

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

All utilities will be brought on site and all connections will be made in accordance with city criteria and policies.

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

Site lighting and signage will be in accordance with city requirements.

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

All landscaping, tree and yard ordinances will be in compliance with city requirements.

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

Hours of operation for the gas station and convenience store are 24 hours a day, while the liquor store will follow the state guidelines of 10:00 A.M. to 10:00 P.M..

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

Proposed development will not cause any increased safety concerns. The site will have security cameras and will be well lit at all times.

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

Proposed site will have no negative impact on public facilities. Anticipated traffic generation will not adversely affect any roads. The entire building will be sprinkled and fire protected to reduce any fire hazards.

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

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

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

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

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

No additional issues to be addressed.

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

16. Petitioner believes that the reasons set forth in this petition justify the granting of the conditional use permit.
17. Petitioner would show that the planned use of the property and the conditional use permit would be in harmony with the general purpose and intent of the land uses permitted in the use district where the property is located, and would not be injurious to the neighborhood or detrimental to the public welfare.
18. The required \$150.00 filing fee has been paid with the filing of this Petition.

Respectfully submitted,



PETITIONER

9-20-22

DATE

Exhibit A
Deed and Legal Description



PREPARED BY: Clay A. Lanham Jones Walker LLP 11 N. Water Street, Suite 1200 Mobile, Alabama 36602 (251) 439-7519 MS BAR #100702	Indexing Instructions: Sections 28, 29, 32 and 33, Township 7 North, Range 2 East, Madison County, Mississippi
Grantor: JTS Capital Realty 3 LLC P.O. Box 21505 Waco, Texas 76702-1505 (254) 313-1003	Grantee (send tax notices to): Harbor Point, LLC Attn: James Lee Stafford P.O. Box 1216 West Point, MS 39773 (662) 494-5732

**STATE OF MISSISSIPPI
COUNTY OF MADISON**

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned **JTS CAPITAL REALTY 3 LLC**, Grantor, does hereby grant, bargain, sell, convey and warrant specially unto **HARBOR POINT, LLC**, Grantee, the following-described land and property situated in Madison County, Mississippi, to-wit:

See **Exhibit A** attached hereto and incorporated herein by reference.

together with all buildings, structures, fixtures, or other improvements situated thereon, all appurtenances thereto belonging, and all licenses, contracts, easements, and other agreements associated therewith (collectively, the "**Property**"). The conveyance and special warranty herein are subject to the matters shown on **Exhibit B**, attached hereto and incorporated herein by reference.

Ad valorem taxes for the current tax year have been prorated between Grantor and Grantee, and Grantee assumes and agrees to pay *ad valorem* taxes for the current tax year and subsequent years when they become due and payable.

TO HAVE AND TO HOLD the Property, together with, all and singular, the rights and appurtenances thereto in anywise belonging, to Grantee and Grantee's successors and assigns forever, Grantor does hereby bind Grantor and Grantor's successors and assigns to specially warrant and forever defend, all and singular, the Property unto the Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same, or any part thereof by, through or under Grantor, but not otherwise.

WITNESS the signature of the Grantor on this the 1st day of July, 2021.

GRANTOR:

JTS CAPITAL REALTY 3 LLC

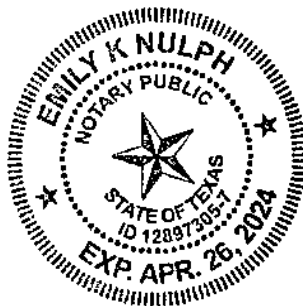
By: Kathy S. McNair

Name: KATHY S. McNAIR
Sr. Vice President

Its: _____

STATE OF Texas
COUNTY OF McLennan

PERSONALLY APPEARED before me, the undersigned authority in and for the said county and state, on this 1st day of July, 2021 within my jurisdiction, the within named Kathy S. McNair, who acknowledged that he/she is Sr Vice President of JTS Capital Realty 3 LLC, and that for and on behalf of the said company, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by said company so to do.



Notary Public: Emily K. Nulph
Print Name: Emily Nulph

EXHIBIT A
LEGAL DESCRIPTION

11.54 ACRE TRACT NORTH OF HARBOUR POINTE CROSSING

Commence at the corner common to Sections 28, 29, 32 and 33, Township 7 North, Range 2 East, Madison County, Mississippi, and run thence South 00°17'30" East for a distance of 647.44' to a point; run thence North 89°42'30" East for a distance of 40.40' to a point on the east right-of-way of Old Canton Road, a public street, as said east right-of-way line south of this point was established by the acquisition of that certain 0.153 acre parcel of land conveyed to the City of Ridgeland by and described in the Easement and Right-of-Way instrument that is filed for record in the office of the Chancery Clerk of Madison County, Mississippi, at Canton, Mississippi, in Book 227 beginning at Page 172, reference to which is hereby made for all purposes, said point being also the northwest corner of that certain 27.277 acre parcel of land conveyed by and described in the instrument entitled "Correction Deed" that is filed for record in the office of said Chancery Clerk in Deed Book 2169 beginning at Page 095, reference to which is hereby made for all purposes, and said corner being also the northwest corner of that certain 0.800 acre, more or less, parcel of land conveyed by and described in that certain warranty deed filed for record in the office of said Chancery Clerk in Deed Book 2357 beginning at Page 686 thereof, reference to which is hereby made for all purposes; run thence South 00°17'30" East along the west boundary of said 0.800 acre, more or less, parcel of land and the east right-of-way line of Old Canton Road for a distance of 129.00' to the southwest corner of said 0.800 acre, more or less, parcel of land and the point of beginning of this legal description of the parcel of land that is described as follows, to-wit:

Continue thence South 00°17'30" East along said east right-of-way line of Old Canton Road for a distance of 288.02' to the intersection of the east right-of-way of Old Canton Road and the north right-of-way of Harbour Pointe Crossing (private road); run thence the following along the north line of Harbour Pointe Crossing; run thence South 45°06'00" East for a distance of 31.22' to a point; run thence North 89°54'00" East for a distance of 41.53' to the point of curvature of a curve to the left subtending a central angle of 16°12'59" and having a radius of 465.00 feet; run thence northeasterly along this curve to the left counterclockwise for an arc distance of 131.61' (chord bearing and distance: North 81°47'31" East, 131.17') to the point of tangency of this curve which is also the point of reverse curvature of a curve to the right subtending a central angle of 21°25'05" and having a radius of 1,060.00 feet; run thence northeasterly along this curve to the right clockwise for an arc distance of 396.24' (chord bearing and distance: North 84°23'33" East, 393.94') to the point of tangency of this curve; run thence South 84°53'54" East for a distance of 135.93' to the point of curvature to the left subtending a central angle of 97°17'21" and having a radius of 220.00 feet; run thence northeasterly along this curve to the left counterclockwise for an arc distance of 373.56' (chord bearing and distance: North 46°27'25" East 330.28') to the point of tangency of this curve; run thence North 02°11'15" West for a distance of 80.20' to the point of curvature of a curve to the right subtending a central angle of 25°39'39" and having a radius of 530.00 feet; run thence northeasterly along this curve to the right clockwise for an arc distance of 237.37' (chord bearing and distance: North 10°38'35" East, 235.39') to the point of tangency of this curve; run thence North 23°28'25" East for a distance of 23.61' to southeast corner of a 1.284 acre tract described in Deed Book 3106, Page 934; run thence North 76°54'00" West for a distance of 213.34' to the southwest corner of said 1.284 acre tract; run thence North 6°15'42" East for a distance of 228.12' to the northwest corner of said 1.284 acre tract in the aforesaid south right-of-way of Lake Harbour Drive, a public street formerly known as Charity Church Road and/or Spillway Road, as said south right-of-way line is established by three long-established concrete right-of-way markers, run thence North 76°54'00" West along said south right-of-way line for a distance of 203.44' to an extension of the east line of a certain 1.677 acre tract, more or less, parcel of land conveyed by, describe in and identified as parcel 1 the Special Warranty Deed that is filed for record in the office of said Chancery Clerk in Book 1834

beginning at Page 464 thereof; run thence South 06°15'42" West for a distance of 7.14' to the northeast corner of said 1.677 acre tract; run thence South 06°15'42" West for a distance of 355.06' to the southeast corner of said 1.677 acre tract and a corner of said 27.277 acre tract; run thence along the said north boundary of said 27.277 acre tract the following; run thence South 89°42'30" West a distance of 262.35'; run thence South 00°17'30" East for a distance of 125.00' to a point; run thence South 89°42'30" West for a distance of 60.00' to the northeast corner of aforementioned 0.800 acre parcel; run thence South 00°17'30" East a distance of 129.00' to the southeast corner of said 0.800 acre parcel; run thence South 89°42'30" West a distance of 270.00' to the point of beginning.

The above described parcel of land contains 502,744 square feet, more or less, or 11.54 acres, more or less, and is situated in the Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) of Section 33, Township 7 North, Range 2 East, Madison County, Mississippi. The corner common to Sections 28, 29, 32 and 33, Township 7 North, Range 2 East, Madison County, Mississippi, is located 132.32' North 39°58'50" West of a concrete right-of-way marker at the intersection of the south right-of-way line of Lake Harbour Drive and the east right-of-way line of Old Canton Road. Bearing used in this description refer to the Mississippi Coordinate System, West Zone, and these bearing if rotated 00°11'02" will refer to True North based on Solar Observation.

AND

10.04 ACRE TRACT SOUTH OF HARBOUR POINTE CROSSING

Commence at the corner common to Sections 28, 29, 32 and 33, Township 7 North, Range 2 East, Madison County, Mississippi, and run thence South 00°17'30" East for a distance of 647.44' to a point; run thence North 89°42'30" East for a distance of 40.40' to a point on the east right-of-way line of Old Canton Road, a public street, as said east right-of-way line south of this point was established by the acquisition of that certain 0.153 acre parcel of land conveyed to the City of Ridgeland by and described in the Easement and Right-of-Way instrument that is filed for record in the office of the Chancery Clerk of Madison County, Mississippi, at Canton, Mississippi, in Book 227 beginning at Page 172, reference to which is hereby made for all purposes, said point being also the northwest corner of that certain 27.277 acre parcel of land conveyed by and described in the instrument entitled "Correction Deed" that is filed for record in the office of said Chancery Clerk in Deed Book 2169 beginning at Page 095, reference to which is hereby made for all purposes; run thence South 00°17'30" East along said east right-of-way line of Old Canton Road for a distance of 669.09' to the southwest corner of that certain 27.277 acre tract recorded in Deed Book 2169, Page 95; run thence South 89°58'39" East along the south line of said 27.277 acre tract a distance of 361.03' to the southeast corner of a certain 0.3 acre tract recorded in Deed Book 3555, Page 148, and marking the point of beginning of this legal description of the parcel of land that is described as follows, to-wit:

Continue thence South 89°58'39" East along the north line of Village Square Subdivision, Part 1 and Village Square Place, both subdivisions according to the map or plat thereof filed for record in the office of said Chancery Clerk in Plat Cabinet B in Slide 38 and Plat Cabinet B in Slide 35, reference to which is hereby made for all purposes, for a distance of 955.96' to the southwest corner of that certain 17.075 acre parcel of land conveyed by and described in the General Warranty Deed filed for record in the office of said Chancery Clerk in Book 422 beginning at Page 675, reference to which is hereby made for all purposes; run thence North 00°18'11" West along the west boundary of said 17.075 acre parcel of land for a distance of 898.31' to an iron pin at the southwest corner of that certain 0.477 acre parcel of land conveyed to H. Power Hearn by and described in the Special Warranty Deed filed for record in the office of said Chancery Clerk in Book 403 beginning at Page 383 thereof; continue thence North 00°18'11" West along the west line of said 0.477 acre parcel of land for a distance of 100.2' to the south right-of-way line of Lake Harbour Drive, a public street formerly known as Charity Church Road and/or Spillway

Road, as said south right-of-way line is marked by three long-established concrete right-of-way markers; run thence North 76°54'00" West along the north boundary of said 27.227 acre parcel of land and along said south right-of-way line of Lake Harbour Drive for a distance of 140.53' to the intersection of said right-of-way of Lake Harbour Drive and east right-of-way of Harbour Pointe Crossing (private); run thence the following along said east right-of-way; South 23°28'25" West for a distance of 109.80' to the point of curvature of a curve to the right subtending a central angle of 18°11'42" and having a radius of 150.00 feet; run thence southwesterly along this curve to the right clockwise for an arc distance of 47.63' (chord bearing and distance: South 32°34'16" West, 47.43') to the point of tangency of this curve which is also the point of reverse curvature of a curve to the left subtending a central angle of 18°11'42" and having a radius of 150.00 feet; run thence southwesterly along this curve to the left counterclockwise for an arc distance of 47.63' (chord bearing and distance: South 32°34'16" West, 47.73') to the point of tangency of this curve; run thence South 23°28'25" West for a distance of 64.13' to the point of curvature of a curve to the left subtending a central angle of 25°39'40" and having a radius of 470.00 feet; run thence southwesterly along this curve to the left counterclockwise for an arc distance of 210.50' (chord bearing and distance : South 10°38'35" West, 208.74') to the point of tangency of this curve; run thence South 02°11'15" East for a distance of 80.20' to the point of curvature of a curve to the right subtending a central angle of 97°17'20" and having a radius of 280.00 feet; run thence southwesterly along this curve to the right clockwise for an arc distance of 475.44' (chord bearing and distance: South 46°27'26" West, 420.3.5') to the point of tangency of this curve; run thence North 84°53'54" West for a distance of 127.43' to the point of curvature of a curve to the left subtending a central angle of 15°54'37" and having a radius of 1,000.00 feet; run thence southwesterly along this curve to the left counterclockwise for an arc distance of 208.77' (chord bearing and distance: South 89°07'10" West, 208.39') to a point being also the northeast corner of that certain 0.3 acre parcel of land conveyed by and described in the instrument entitled "Special Warranty Deed" that is filed for record in the office of said Chancery Clerk in Deed Book 3555 beginning at Page 148, reference to which is hereby made for all purposes; run thence along the east boundary of said 0.3 acre parcel of land South 04°35'47" West for a distance of 224.47" to the point of beginning.

The above described parcel of land contains 437,242 square feet, more or less, or 10.04 acres, more or less, and is situated in the Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) and in the Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4) of Section 33, Township 7 North, Range 2 East, Madison County, Mississippi. The corner common to Sections 28, 29, 32 and 33, Township 7 North, Range 2 East, Madison County, Mississippi, is located 132.32' North 39°58'50" West of a concrete right-of-way marker at the intersection of the south right-of-way line of Lake Harbour Drive and the east right-of-way line of Old Canton Road. Bearings used in this description refer to the Mississippi Coordinate System, West Zone, and these bearings if rotated clockwise 00°11'02" will refer to True North based on Solar Observation.

AND

HARBOUR POINTE CROSSING

Commence at the corner common to Sections 28, 29, 32 and 33, Township 7 North, Range 2, East, Madison County, Mississippi, and run thence South 00°17'30" East for a distance of 647.44' to a point; run thence North 89°42'30" East for a distance of 40.40' to a point on the east right-of-way line of Old Canton Road, a public street, as said east right-of-way line south of this point was established by the acquisition of that certain 0.153 acre parcel of land conveyed to the City of Ridgeland by and described in the Easement and Right-of-Way instrument that is filed for record in the office of the Chancery Clerk of Madison County, Mississippi, in Book 227 beginning at Page 172, reference to which is hereby made for all purposes, said point being also the northwest corner of that certain 27.277 acre parcel of land conveyed by and described in the instrument entitled "Correction Deed" that is filed

for record in the office of said Chancery Clerk in Deed Book 2169 beginning at Page 095, reference to which is hereby made for all purposes; run thence South 00°17'30" East along said right-of-way line of Old Canton Road for a distance of 417.02' to the point of beginning of the parcel of land that is described as follows, to-wit:

Run thence South 45°06'00" for a distance of 31.22' to a point; run thence North 89°54'00" East for a distance of 41.53' to the point of curvature of a curve to the left subtending a central angle of 16°12'59" and having a radius of 465.00 feet; run thence northeasterly along this curve to the left counterclockwise for an arc distance of 131.61' (chord bearing and distance: North 81°47'31" East, 131.17') to the point of tangency of this curve which is also the point of reverse curvature of a curve to the right subtending a central angle of 21°25'05" and having a radius of 1,060.00 feet; run thence northeasterly along this curve to the right clockwise for an arc distance of 396.24' (chord bearing and distance: North 84°23'33" East, 393.94') to the point of tangency of this curve; run thence South 84°53'54" East for a distance of 135.93' to the point of curvature of a curve to the left subtending a central angle of 97°17'21" and having a radius of 220.00 feet; run thence northeasterly along this curve to the left counterclockwise for an arc distance of 37.56' (chord bearing and distance: North 46°27'25" East, 330.28') to the point of tangency of this curve; run thence North 02°11'15" West for a distance of 80.20' to the point of curvature of a curve to the right subtending a central angle of 25°39'39" and having a radius of 530.00 feet; run thence northeasterly along this curve to the right clockwise for an arc distance of 237.37' (chord bearing and distance: North 10°38'35" East, 235.39') to the point of tangency of this curve; run thence North 23°28'25" East for a distance of 214.66' to the point of curvature of a curve to the left subtending a central angle of 35°59'02" and having a radius of 63.00 feet; run thence northeasterly along this curve to the left counterclockwise for an arc distance of 39.57' (chord bearing and distance: North 05°28'54" East, 38.92') to a point on the north boundary of said 27.277 acre parcel of land, said point being also on the south right-of-way of Lake Harbour Drive, a public street formerly known as Charity Church Road and/or Spillway Road, as said south right-of-way line is marked by three long-established concrete right-of-way markers; run thence South 76°54'00" East along the north boundary of said 27.277 acre parcel of land and along said south right-of-way line of Lake Harbour Drive for a distance of 88.474' to a point; run thence South 23°28'25" West for a distance of 109.80' to the point of curvature of a curve to the right subtending a central angle of 18°11'42" and having a radius of 150.00 feet; run thence southwesterly along this curve to the right clockwise for an arc distance of 47.63' (chord bearing and distance: South 32°34'16" West, 47.43') to the point of tangency of this curve which is also the point of reverse curvature of a curve to the left subtending a central angle of 18°11'42" and having a radius of 150.00 feet; run thence southwesterly along this curve to the left counterclockwise for an arc distance of 47.63' (chord bearing and distance: South 32°34'16" West, 47.43') to the point of tangency of this curve; run thence South 23°28'25" West for a distance of 64.13' to the point of curvature of a curve to the left subtending a central angle of 25°39'40" and having a radius of 470.00 feet; run thence southwesterly along this curve to the left counterclockwise for an arc distance of 210.50' (chord bearing and distance: South 10°38'53" West, 208.74') to the point of tangency of this curve; run thence South 02°11'15" East for a distance of 80.20' feet to the point of curvature of a curve to the right subtending a central angle of 97°17'20" and having a radius of 280.00 feet; run thence southwesterly along this curve to the right clockwise for an arc distance of 475.44' (chord bearing and distance: South 46°27'26" West, 420.35') to the point of tangency of this curve; run thence North 84°53'54" West for a distance of 127.43' to the point of curvature of a curve to the left subtending a central angle of 15°54'37" and having a radius of 1,000.00 feet; run thence southwesterly along this curve to the left counterclockwise for an arc distance of 277.69' (chord bearing and distance: South 87°08' 47" West, 276.79') to the point of tangency of this curve, said point being also the northeast corner of that certain 1.162 acre parcel of land conveyed by and described in the instrument entitled "Warranty Deed" that is filed for record in the office of said Chancery Clerk in Deed Book 2157 beginning at Page 0172, reference to which is hereby made for all purposes; run thence along the north boundary of said 1.162 acre parcel of land as follows: subtending an additional 07°51'34" of central angle, continue thence southwesterly along a westerly extension of this last mentioned curve to the

left counterclockwise for an arc distance of 137.17' (chord bearing and distance: South 75°15'42" West, 137.07') to the point of tangency of this curve which is also the point of reverse curvature of a curve to the right subtending a central angle of 03°16'25" and having a radius of 535.00 feet; run thence southwesterly along this curve to the right clockwise for an arc distance of 30.5' (chord bearing and distance: South 72°58'074" West, 30.56') to the southeast corner of that certain 0.383 acre parcel of land conveyed by and described in and identified as Parcel Six in the instrument entitled "Warranty Deed" that is filed for record in the office of said Chancery Clerk in Deed Book 2157 beginning at Page 0159, reference to which is hereby made for all purposes; leaving the north boundary of said 1.162 acre parcel of land, run thence along the south boundary of said 0.383 acre parcel of land as follows: subtending an additional 12°48'41" of central angle, continue thence southwesterly along a westerly extension of this last mentioned curve to the right clockwise for an arc distance of 119.63' (chord bearing and distance: South 81°00'40" West, 119.38') to a point; run thence South 44°05'53" West for a distance of 14.54' to the northeast corner of that certain 0.040 parcel of land conveyed by and described in the instrument entitled "Special Warranty Deed and Permanent Easement Conveyance: that is filed for record in the office of said Chancery Clerk in Deed Book 2226 beginning at Page 0981, reference to which is hereby made for all purposes; run thence South 89°42'30" West along the north line of said 0.040 acre parcel of land for a distance of 21.82' to the southwest corner of said 0.383 acre parcel of land, which is also a point on said east right-of-way of Old Canton Road; leaving the south boundary of said 0.383 acre parcel of land, run thence North 00°17'30" West along the west boundary of said 0.383 acre parcel of land and along said east right-of-way line of Old Canton Road for a distance of 112.07' to the point of beginning.

The above described parcel of land contains 108,985 square feet, more or less, or 2.502 acres, more or less, and is situated in the Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) of Section 33, Township 7 North, Range 2 East, Madison County, Mississippi. The corner common to Sections 28, 29, 32 and 33, Township 7 North, Range 2 East, Madison County, Mississippi, is located 132.32' North 39°58'50" West of a concrete right-of-way marker at the intersection of the south right-of-way line of Lake Harbour Drive and the east right-of-way of Old Canton Road. Bearings used in this description refer to the Mississippi Coordinate System, West Zone, and these bearings if rotated clockwise 00°11'02" will refer to True North based on Solar Observation.

LESS AND EXCEPT:

That portion of land conveyed to RPM Pizza LLC by virtue of Special Warranty Deed filed for record in the office of the Chancery Clerk of Madison County, Mississippi, at Canton, Mississippi, in Book 3996, Page 18, and more particularly described as follows:

A certain parcel of land lying and being situated in the Northwest ¼ of the Northwest ¼ of Section 33, Township 7 North, Range 2 East, Madison County, Mississippi. Bearings used in this description refer to the Mississippi Coordinate System, West Zone, and match those bearings used in all prior description and surveys of the parcel of land from which the above parcel of land is partitioned and being more particularly described by metes and bounds, to-wit:

Commence at the corner common to Sections 28, 29, 32 and 33, of aforementioned Township and Range and being 132.32 feet North 39 degrees 58 minutes 50 seconds West of a long standing concrete monument marking the intersection of the east right of way line of Old Canton Road, a public street, and the south right of way line of Lake Harbour Drive, a public street formerly known as Charity Church and Dam Access Road and also known as Spillway Road, said south right of way line being marked by long standing concrete monuments, and run thence South 39 degrees 58 minutes 50 seconds East for a distance of 132.32 feet to said concrete monument; run thence along the south right of way line of said Lake Harbour Drive as follows: run thence South 89 degrees 59 minutes 30 seconds East for a distance of 117.39 feet to a concrete monument marking the point of curvature of a curve to the right having a central

angle of 13 degrees 05 minutes 30 seconds and having a radius of 1,976.88 feet; run thence along the last mentioned curve clockwise to the right for an arc distance of 451.70 feet (chord bearing and distance: South 83 degrees 26 minutes 45 seconds East, 450.72 feet) to the point of tangency of this curve; run thence South 76 degrees 54 minutes 00 seconds East for a distance of 25.53 feet to the northernmost corner on the boundary of that certain 22.598 acre parcel of land conveyed by and described in that certain Warranty Deed filed for record in the office of the Chancery Clerk of Madison County, Mississippi, at Canton, Mississippi, in Book, 2545 beginning at Page 588, reference to which is hereby made for all purposes, and the point of beginning of the legal description of the parcel of land that is more particularly described hereinafter, to-wit:

Continue thence South 76 degrees 54 minutes 00 seconds East for a distance of 203.44 feet to an iron pin marking the northwest corner of that certain property described in Book 3106, Page 934, in said Chancery Clerk; thence leaving said south right of way run thence South 06 degrees 15 minutes 42 seconds West along west line of said property a distance of 228.12 feet to an iron pin marking the southwest corner of said property; run thence North 76 degrees 54 minutes 00 seconds West a distance of 203.44 feet to an iron pin in the aforementioned west line of said 22.958 acre tract; thence North 06 degrees 15 minutes 42 seconds East along said west line a distance of 228.12 feet to the point of beginning, containing 46,080 square feet and/or 1.06 acres, more or less.

The above description of the 11.54 ACRE TRACT NORTH OF HARBOUR POINTE CROSSING, and 10.04 ACRE TRACT SOUTH OF HARBOUR POINTE CROSSING, and HARBOUR POINTE CROSSING being one and the same, and it being the intent to describe the same property as set forth below:

Commence at the corner common to Sections 28, 29, 32 and 33, Township 7 North, Range 2 East, Madison County, Mississippi, and run thence South 00°17'30" East for a distance of 647.44' to a point; run thence North 89°42'30" East for a distance of 40.40' to a point on the east right-of-way of Old Canton Road, a public street, as said east right-of-way line south of this point was established by the acquisition of that certain 0.153 acre, more or less, parcel of land conveyed to the City of Ridgeland by and described in the Easement and Right-of-Way instrument that is filed for record in the office of the Chancery Clerk of Madison County, at Canton, Mississippi, in Book 227 beginning at Page 172, reference to which is hereby made for all purposes, said point being also the northwest corner of that certain 27.277 acre, more or less, parcel of land conveyed by and described in the Correction Deed filed for record in the office of said Chancery Clerk in Deed Book 2169 beginning at Page 95, reference to which is hereby made for all purposes, and said corner being also the northwest corner of that certain 0.800 acre, more or less, parcel of land conveyed by and described in that certain Warranty Deed filed for record in the office of said Chancery Clerk in Deed Book 2357 beginning at Page 686 thereof, reference to which is hereby made for all purposes; run thence North 89°42'30" East along the north boundary of said 27.277 acre, more or less, parcel of land and along the north boundary of said 0.800 acre, more or less, parcel of land for a distance of 270.00' to the northeast corner of said 0.800 acre, more or less, parcel of land, said corner being also the point of beginning of the parcel of land that is more particularly described hereinafter, to-wit:

Continue thence North 89°42'30" East along the north boundary of said 27.277 acre, more or less, parcel of land for a distance of 60.00' to a corner on the west boundary of that certain 3.060 acre, more or less, parcel of land conveyed by and described in that certain Warranty Deed filed for record in the office of said Chancery Clerk in Deed Book 2396 beginning at Page 564 thereof, reference to which is hereby made for all purposes; run thence South 00°17'30" East along the west boundary of said 3.060 acre, more or less, parcel of land for a distance of 391.60' to the southwest corner of said 3.060 acre, more or less, parcel of land on the north right-of-way line of Harbour Pointe Crossing, a private street having a right-of-way width of 60 feet, said right-of-way line at this point being in a curve to the right subtending a central angle of 13°51'35" and having a radius of 1,060.00' with the radius point of this curve being

South 08°45'30" East of this point; run thence along said north right-of-way line of Harbour Pointe Crossing as follows: run thence northeasterly along this curve to the right clockwise for an arc distance of 256.41' (chord bearing and distance: North 88°10'18" East, 255.79') to the point of tangency of this curve; run thence South 84°53'54" East for a distance of 6.68' to the southeast corner of said 3.060 acre, more or less, parcel of land; leaving said north right-of-way line of Harbour Pointe Crossing, run thence North 00°17'30" West for a distance of 510.37' to the northeast corner of said 3.060 acre, more or less, parcel of land, said point being also a corner on the boundary of said 27.277 acre parcel of land, said point being also on the southeast corner of that certain 1.677 acre, more or less, parcel of land conveyed by, described in and identified as Parcel 1 in the Special Warranty Deed that is filed for record in the office of said Chancery Clerk in Book 1834 beginning at Page 464 thereof, reference to which is hereby made for all purposes; run thence along the boundary of said 27.277 acre, more or less, parcel of land as follows: run thence North 06°15'42" East along the east boundary of said 1.677 acre, more or less, parcel of land for a distance of 355.06' to the northeast corner of said 1.677 acre, more or less, parcel of land; continue thence North 06°15'42" East for a distance of 7.14' to a point on the south right-of-way line of Lake Harbour Drive, a public street formerly known as Charity Church Road and/or Spillway Road, as said south right-of-way line is established by three long-established concrete right-of-way markers; run thence South 76°54'00" East along said south right-of-way line of Lake Harbour Drive for a distance of 702.18' to the northwest corner of that certain .0477 acre, more or less, parcel of land conveyed to H. Power Hearn by and described in the Special Warranty Deed filed for record in the office of said Chancery Clerk in Book 403 beginning at Page 383 thereof, reference to which is hereby made for all purposes, run thence South 00°18'11" East along the west line of said 0.477 acre, more or less, parcel of land for a distance of 100.20' to an iron pin at the southwest corner thereof, said iron pin being also the northwest corner of that certain 17.075 acre, more or less, parcel of land conveyed by and described in the General Warranty Deed filed for record in the office of said Chancery Clerk in Book 422 beginning at Page 675, reference to which is hereby made for all purposes; continue thence South 00°18'11" East along the west boundary of said 17.075 acre, more or less, parcel of land for a distance of 898.31' to a point on the north line of Village Square Subdivision, Part 1, a subdivision according to the map or plat thereof filed for record in the office of said Chancery Clerk in Plat Cabinet B in Slide 38, reference to which is hereby made for all purposes; run thence North 89°58'39" West for a distance of 1,004.99' to the southeast corner of that certain 1.162 acre, more or less, parcel of land conveyed by and described in the Warranty Deed filed for record in the office of said Chancery Clerk in Book 2157 beginning at Page 172 thereof, reference to which is hereby made for all purposes; leaving the boundary of said 27.277 acre, more or less, parcel of land, run thence North 00°17'30" West along the east boundary of said 1.162 acre, more or less, parcel of land for a distance of 213.15' to the northeast corner thereof on the south right-of-way line of said Harbour Pointe Crossing, said right-of-way line at this point being on a curve to the left subtending a central angle of 07°51'34" and having a radius of 1,000.00 feet with the radius point of this curve being South 10°48'31" East of this point; run thence along said south right-of-way line of Harbour Pointe Crossing as follows: run thence southwesterly along this curve to the left counterclockwise for an arc distance of 137.17' (chord bearing and distance: South 75°15'42" West, 137.07') to the point of tangency of this curve which is also the point of reverse curvature of a curve to the right subtending a central angle of 16°05'06" and having a radius of 535.00 feet; run thence southwesterly along this curve to the right clockwise for an arc distance of 150.19' (chord bearing and distance: South 79°22'27" West, 149.70') to a point; run thence South 44°05'53" West for a distance of 14.54' to a point; run thence South 89°42'30" West for a distance of 21.82' to a point on said east right-of-way line of Old Canton Road; leaving the south right-of-way line of said Harbour Pointe Crossing, run thence North 00°17'30" West along the east right-of-way line of Old Canton Road for a distance of 125.00' to the northwest corner of that certain 0.430 acre parcel of land conveyed by and described in the Warranty Deed filed for record in the office of said Chancery Clerk in Deed Book 321 beginning at Page 427, reference to which is hereby made for all purposes, said point being on the west boundary of said 27.277 acre, more or less, parcel of land; continue thence North 00°17'30" West along said east right-of-way line of Old Canton Road and along said west boundary of said 27.277 acre, more or less, parcel of land for a distance of 275.09' to the

southwest corner of said 0.800 acre parcel of land; run thence North 89°42'30" East along the south boundary of said 0.800 acre, more or less, parcel of land for a distance of 270.00' to the southeast corner of said 0.800 acre, more or less, parcel of land; run thence North 00°17'30" West along the east boundary of said 0.800 acre, more or less, parcel of land for a distance of 129.00' to the point of beginning.

The above described parcel of land contains 984,398 square feet, more or less, or 22.598 acres, more or less, and is situated in the Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) and in the Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4) of Section 33, Township 7 North, Range 2 East, Madison County, Mississippi. The corner common to Sections 28, 29, 32 and 33, Township 7 North, Range 2 East, Madison County, Mississippi, is located 132.32' North 39°58'50" West of a concrete right-of-way marker at the intersection of the south right-of-way line of Lake Harbour Drive and the east right-of-way line of Old Canton Road. Bearings used in this description refer to the Mississippi Coordinate System, West Zone, and these bearings if rotated clockwise 00°11'02" will refer to True North based on Solar Observation.

The above described parcel of land also being described as one and the same property as: (i) that certain .383 acre, more or less, parcel of land described in Warranty Deed filed for record in Book 2157 at Page 159 together with (ii) that certain 27.277 acre, more or less, parcel of land described in the Correction Deed filed in Book 2169 at Page 95; less and excepting therefrom (i) the 1.162 acre, more or less, parcel of land described in Warranty Deed recorded in Book 2157 at Page 172' (ii) the point .040 acre, more or less, parcel of land described in Special Warranty Deed and Permanent Easement Conveyance recorded in Book 2226 at Page 981; (iii) the .800 acre, more or less, parcel of land described in Warranty Deed filed in Book 2357 at Page 686; and (iv) the 3.060 acre, more or less, parcel of land described in Warranty Deed recorded in Book 2396 at Page 564.

TOGETHER WITH:

Non-exclusive, permanent utility and drainage easement upon, over and across a parcel of land commonly referred to as Parcel Eight, said easement created in Warranty Deed recorded in Book 2157 at Page 159 and more particularly described in Exhibit C thereto.

AND TOGETHER WITH:

Non-exclusive, permanent utility and drainage easements upon, over and across parcels of land commonly referred to as Parcel Three and Parcel Four, said easements created in Warranty Deed recorded in Book 2157 at Page 172, and more particularly described in Exhibit C and Exhibit D thereto;

AND TOGETHER WITH:

A non-exclusive, permanent utility and drainage easement approximately 15 feet in width and those certain vehicular and pedestrian ingress and egress easement and other rights concerning a "Community Driveway: as said easements and other rights were created and are more particularly described in Warranty Deed recorded in Book 2396 at Page 564.

LESS AND EXCEPT:

Commence at the corner common to Sections 28, 29, 32 and 33, Township 7 North, Range 2 East, Madison County, Mississippi, said corner being 132.32' North 39°58'50" West of a long-standing concrete monument marking the intersection of the east right-of-way of Old Canton Road, a public street, and the south right-of-way line of Lake Harbour Drive, a public street formerly known as Charity Church and Dam Access Road and also known as Spillway Road, said south right-of-way line being marked by

long standing concrete monuments, and run thence South 39°58'50" East for a distance of 132.32' to said concrete monument; run thence along the south right-of-way line of said Lake Harbour Drive as follows: run thence South 89°59'30" East for a distance of 117.39' to a concrete monument marking the point of curvature of a curve to the right having a central angle of 13°05'30" and having a radius of 1,976.88 feet; run thence along this last mentioned curve clockwise to the right for an arc distance of 451.70' (chord bearing and distance: South 83°26'45" East, 450.72') to a point of tangency of this curve; run thence South 76°54'00" East for a distance of 25.53' to the northernmost corner on the boundary of that certain 22.598 acre, more or less, parcel of land conveyed by and described in that certain Warranty Deed filed for record in the office of the Chancery Clerk of Madison County, Mississippi, at Canton, Mississippi, in Book 2545 beginning at Page 588, reference to which is hereby made for all purposes; continue thence South 76°54'00" East for a distance of 203.44' to the point of beginning of the legal description of the parcel of land that is more particularly described hereinafter, to-wit:

Continue thence South 76°54'00" East for a distance of 269.74' to an iron pin marking the intersection of the south right-of-way line of Lake Harbour Drive and the west right-of-way line of Harbour Pointe Crossing, a private street, said point being the beginning of a curve to the right subtending a central angle of 35°59'02" and having a radius of 63.00' with the radius point of this curve being South 77°29'23" West of this point; leaving the south right-of-way line of Lake Harbour Drive, run thence southwesterly along this last mentioned curve clockwise or to the right and along the west right-of-way line of Harbour Pointe Crossing for an arc distance of 39.57' (chord bearing and distance: South 05°28' 54" West, 38.92') to the point of tangency thereof; run thence South 23°28'25" West along the west right-of-way line of Harbour Pointe Crossing for a distance of 191.05' to a point; run thence North 76°54'00" West for a distance of 213.34' to a point; run thence North 06°15'42" East for a distance of 228.12' to the point of beginning.

The above described parcel of land contains 55,937 square feet, more or less, or 1.284 acres, more or less, and is situated in the Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) of Section 33, Township 7 North, Range 2 East, Madison County, Mississippi. Bearings used in this description refer to the Mississippi Coordinate System, West Zone, and match those bearings used in all prior descriptions and surveys of the parcel of land from which the above described parcel of land is partitioned.

AND:

Commence at the corner common to Sections 28, 29, 32 and 33, Township 7 North, Range 2 East, Madison County, Mississippi, and run thence South 00°17'30" East for a distance of 647.44' to a point; run thence North 89°42'30" East for a distance of 40.40' to a point on the east right-of-way line of Old Canton Road, a public street, as said east right-of-way line south of this point was established by the acquisition of that certain 0.153 acre, more or less, parcel of land conveyed to the City of Ridgeland by and described in the Easement and Right-of-Way instrument that is filed for record in the office of the Chancery Clerk of Madison County, at Canton, Mississippi, in Book 227 beginning at Page 172, reference to which is hereby made for all purposes, said point being also the northwest corner of that certain 27.2777 acre, more or less, parcel of land conveyed by and described in the instrument called "Correction Deed" that is filed for record in the office of said Chancery Clerk in Deed Book 2169 beginning at Page 095, reference to which is hereby made for all purposes; run thence along the north boundary of said 27.277 acre, more or less, parcel of land as follows: continue thence North 89°42'30" East for a distance of 330.00' to the point of beginning of this legal description of the parcel of land that is described as follows, to-wit:

Run thence North 00°17'30" West for a distance of 125.00' to a point; run thence North 89°42'30" East for a distance of 262.35' to a point; leaving the north boundary of said 27.277 acre, more or less, parcel of land, run thence South 00°17'30" East for a distance of 510.37' to a point on the north right-of-way line

of Harbour Pointe Crossing, a private street having a right-of-way of 60 feet; run thence along said north right-of-way line of Harbour Pointe Crossing as follows: run thence North 84°53'54" West for a distance of 6.68' to the point of curvature of a curve to the left subtending a central angle of 13°51'35" and having a radius of 1,060.00 feet; run thence southwesterly along this curve to the left counterclockwise for an arc distance of 256.41' (chord bearing and distance: South 88°10'18" West, 255.79') to a point; leaving said north right-of-way line of Harbour Pointe Crossing, run thence North 00°17'30" West for a distance of 391.60' to the point of beginning.

The above described parcel of land contains 133,288 square feet, more or less, or 3.060 acres, more or less, and is situated in the Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) of Section 33, Township 7 North, Range 2 East, Madison County, Mississippi. The corner common to Sections 28, 19, 32 and 33, Township 7 North, Range 2 East, Madison County, Mississippi, is located 132.32' North 39°58'50" West of a concrete right-of-way marker at the intersection of the south right-of-way line of Lake Harbour Drive and the east right-of-way line of Old Canton Road. Bearings used in this description refer to Mississippi Coordinate System, West Zone, and these bearings if rotated clockwise 00°11'02" will refer to True North based on Solar Observation.

Together with easements appurtenant thereto and described in Warranty Deed recorded in Book 2396, Page 565, and in Easement Agreement recorded in Book 2396, Page 570.

AND:

Legal Description of 0.033 Acre, more or less, Parcel of Land (The Connector I)

Commence at the corner common to Sections 28, 29, 32 and 33, Township 7 North, Range 2 East, Madison County, Mississippi, and run thence South 00°17'30" East for a distance of 647.44' to a point; run thence North 89°42'30" East for a distance of 40.40' to a point on the east right-of-way line of Old Canton Road, a public street, as said east right-of-way line south of this point was established by the acquisition of that certain 0.153 acre, more or less, parcel of land conveyed to the City of Ridgeland by and described in the instrument entitled "Easement and Right-of-Way" that is filed for record in the office of the Chancery Clerk of Madison County, Mississippi, at Canton, Mississippi, in Book 227 beginning at Page 172, reference to which is hereby made for all purposes, said point being also the northwest corner of that certain 27.277 acre, more or less, parcel of land conveyed by and described in the instrument entitled "Correction Deed" that is filed for record in the office of said Chancery Clerk in Deed Book 2169 beginning at Page 095, reference to which is hereby made for all purposes, and said point being also the northwest corner of that certain 0.800 acre, more or less, parcel of land conveyed by and described in the instrument entitled "Warranty Deed" that is filed for record in the office of said Chancery Clerk in Deed Book 2357 beginning at Page 686, reference to which is hereby made for all purposes; continue thence North 89°42'30" East along the north boundary of said 27.277 acre, more or less, parcel of land and along the north boundary of said 0.800 acre, more or less, parcel of land for a distance of 270.00' to the northeast corner of said 0.800 acre, more or less, parcel of land; run thence South 00°17'30" East along the east boundary of said 0.800 acre, more or less, parcel of land for a distance of 80.00' to the point of beginning of this legal description of the parcel of land that is described as follows, to-wit:

Continue thence South 00°17'30" East along the east boundary of said 0.800 acre, more or less, parcel of land for a distance of 24.00' to a point; run thence North 89°42'30" East for a distance of 60.00' to a point; run thence North 00°17'30" West for a distance of 24.00' to a point; run thence South 89°42'30" West for a distance of 60.00' to the point of beginning.

The above described parcel of land contains 1,440 square feet, more or less, or 0.033 acres, more or less, and is situated in the Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) of Section 33,

Township 7 North, Range 2 East, Madison County, Mississippi. The corner common to Sections 29, 29, 32 and 33, Township 7 North, Range 2 East, Madison County, Mississippi, is located 132.32' North 39°58'50" West of a concrete right-of-way marker at the intersection of the south right-of-way line of Lake Harbour Drive and the east right-of-way line of Old Canton Road. Bearings used in this description refer to Mississippi Coordinate System, West Zone, and those bearings if rotated clockwise 00°11'02" will refer to True North based on Solar Observation.

LESS AND EXCEPT:

A parcel of land in the NW ¼ of the NW ¼ of Section 33, Township 7 North, Range 2 East, Madison County, Mississippi, and being more particularly described as follows:

Commence at an iron pin found marking the SE Corner of Lot 6, Village Square Place, Madison County, Mississippi; thence North 89°32'55" West along the south line of Village Square Place for 465.05 feet to an iron pin found; thence North 00°06'33" East for 280.97 feet to an iron pin found on the north line of Village Square Place; thence South 89°50'32" East along said north line for 86.39 feet to an iron pin set, said point also being the Point of Beginning; thence North 00°27'00" West for 214.02 feet to an iron pin found on the southern right-of-way line of Harbour Pointe Crossing; thence along a curve to the right along said southern right-of-way line for 69.56 feet to an iron pin set, said curve having a radius of 1,000.00 feet, an included angle of 3°59'7", and a chord of North 81°23'49" East for 69.54 feet; thence South 04°35'47" West for 225.28 feet to an iron pin set on the said north line of Village Square Place; thence North 89°50'32" West along said north line for 49.03 feet back to the Point of Beginning. Said parcel contains 0.30 acres (12,900 square feet), more or less. Bearing in this description are based on a GPS observation of Geodetic North.

AND LESS AND EXCEPT:

That portion of land conveyed to RPM Pizza LLC by virtue of Special Warranty Deed filed for record in the office of the Chancery Clerk of Madison County, Mississippi, at Canton, Mississippi, in Book 3996, Page 18, and more particularly described as follows:

A certain parcel of land lying and being situated in the Northwest ¼ of the Northwest ¼ of Section 33, Township 7 North, Range 2 East, Madison County, Mississippi. Bearings used in this description refer to the Mississippi Coordinate System, West Zone, and match those bearings used in all prior description and surveys of the parcel of land from which the above parcel of land is partitioned and being more particularly described by metes and bounds, to-wit:

Commence at the corner common to Sections 28, 29, 32 and 33, of aforementioned Township and Range and being 132.32 feet North 39 degrees 58 minutes 50 seconds West of a long standing concrete monument marking the intersection of the east right of way line of Old Canton Road, a public street, and the south right of way line of Lake Harbour Drive, a public street formerly known as Charity Church and Dam Access Road and also known as Spillway Road, said south right of way line being marked by long standing concrete monuments, and run thence South 39 degrees 58 minutes 50 seconds East for a distance of 132.32 feet to said concrete monument; run thence along the south right of way line of said Lake Harbour Drive as follows: run thence South 89 degrees 59 minutes 30 seconds East for a distance of 117.39 feet to a concrete monument marking the point of curvature of a curve to the right having a central angle of 13 degrees 05 minutes 30 seconds and having a radius of 1,976.88 feet; run thence along the last mentioned curve clockwise to the right for an arc distance of 451.70 feet (chord bearing and distance: South 83 degrees 26 minutes 45 seconds East, 450.72 feet) to the point of tangency of this curve; run thence South 76 degrees 54 minutes 00 seconds East for a distance of 25.53 feet to the northernmost corner on the boundary of that certain 22.598 acre parcel of land conveyed by and described in that

certain Warranty Deed filed for record in the office of the Chancery Clerk of Madison County, Mississippi, at Canton, Mississippi, in Book, 2545 beginning at Page 588, reference to which is hereby made for all purposes, and the point of beginning of the legal description of the parcel of land that is more particularly described hereinafter, to-wit:

Continue thence South 76 degrees 54 minutes 00 seconds East for a distance of 203.44 feet to an iron pin marking the northwest corner of that certain property described in Book 3106, Page 934, in said Chancery Clerk; thence leaving said south right of way run thence South 06 degrees 15 minutes 42 seconds West along west line of said property a distance of 228.12 feet to an iron pin marking the southwest corner of said property; run thence North 76 degrees 54 minutes 00 seconds West a distance of 203.44 feet to an iron pin in the aforementioned west line of said 22.958 acre tract; thence North 06 degrees 15 minutes 42 seconds East along said west line a distance of 228.12 feet to the point of beginning, containing 46,080 square feet and/or 1.06 acres, more or less.

EXHIBIT B

1. Taxes and special assessments for the year 2021 and subsequent years not yet due and payable.
2. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under the Land.
3. Covenants recorded in Book 2356, Page 834; Book 2396, Page 583; and Book 2157, Page 159, in the office of the Chancery Clerk of Madison County, Mississippi.
4. Right of Way to City of Ridgeland of record in Book 227, Page 172, in the aforesaid Chancery Clerk's Office.
5. Terms and conditions and easements in deed recorded in Book 2157, Page 172, and conveyed in Book 2228, Page 191, in the aforesaid Chancery Clerk's Office.
6. 20 foot Perpetual Easement of record in Book 406, Page 683, in the aforesaid Chancery Clerk's Office.
7. Right of Way to Entergy Mississippi Inc. recorded in Book 2299, Page 65, in the aforesaid Chancery Clerk's Office.
8. Easement described in Warranty Deed of record in Book 2157, Page 159, in the aforesaid Chancery Clerk's Office.
9. Grant of Easement of record in Book 2801, Page 1, in the aforesaid Chancery Clerk's Office.
10. Special Warranty Deed and Permanent Easement Conveyance to City of Ridgeland of record in Book 2226, Page 981, in the aforesaid Chancery Clerk's Office; contains easements, terms and conditions.
11. Easement and terms and conditions contained in Warranty Deed of record in Book 2357, Page 686, in the aforesaid Chancery Clerk's Office.
12. Terms and conditions of Renewal Leases to Lamar Companies recorded in Book 435, Pages 187, 191, 195, 199 and 203, all in the aforesaid Chancery Clerk's Office.
13. Terms and conditions contained in Warranty Deed of record in Book 2396, Page 564, in the aforesaid Chancery Clerk's Office.
14. Reservation of Mineral Rights contained in Warranty Deed of record in Book 108, Page 168, in the aforesaid Chancery Clerk's Office.
15. Acreage content of the subject property is not hereby guaranteed. Reference to acreage is left in the legal descriptions merely for convenience in identifying the tract.

Harbour Pointe C Store

The following description is based on the Mississippi State Plane Coordinate System, West Zone, NAD 83, grid values, using a combined factor of 0.999943406 and a convergence angle of +00°07'21".

A parcel of land containing 1.91 acres, more or less, and being situated in the NW Quarter of the NW Quarter of Section 33, Township 7 North, Range 2 East, City of Ridgeland, Madison County, MS and being more particularly described as follows:

Commence at a concrete right of way marker found at the intersection of the south right of way line of Lake Harbour Road and the east right of way line of Old Canton Road, said right of way marker purported to be 132.32 feet S 39°58'50" E of the corner common to Sections 28, 29, 32, and 33, Township 7 North, Range 2 East, Madison County, MS, said concrete monument having a MS State Plane Coordinate of N:1059886.70, E:2366712.69; thence run West for a distance of 41.07 feet; thence run South for a distance of 674.34 feet to a nail set in a concrete sidewalk at the southwest corner of the Realty Income Properties 20, LLC parcel as described in Deed Book 3476 at Page 766, said nail having a MS State Plane Coordinate of N:1059212.36, E:2366671.62 and being the **POINT OF BEGINNING** of the herein described parcel.

From said **POINT OF BEGINNING**, thence run S 00°20'44" E along the east right of way line of Old Canton Road for a distance of 288.80 feet to a chiseled mark set in the edge of a concrete sidewalk; thence, leaving said right of way line, run S 45°01'47" E for a distance of 29.99 feet to a chiseled mark set in a concrete sidewalk; thence run N 89°58'13" E for a distance of 41.53 feet to a found 1/2" rebar; thence run easterly on and along the arc of a curve to the left to a found 1/2" rebar, said curve having a radius of 465.00 feet, an arc length of 131.61 feet, a chord bearing of N 81°51'44" E, a chord length of 131.17 feet, and a delta angle of 16°13'00"; thence run easterly on and along the arc of a curve to the right to a set 1/2" rebar, said curve having a radius of 1060.00 feet, an arc length of 89.03 feet, a chord bearing of N 76°09'36" E, a chord length of 89.00 feet, and a delta angle of 04°48'44"; thence run N 00°12'17" W for a distance of 271.12 feet to a 1/2" rebar set on the south line of the Infinity RE, LLC parcel as described in Deed Book 4123 at Page 22; thence run S 89°47'43" W along the south line of said Infinity RE, LLC and Realty Income Properties 20, LLC parcels for a distance of 279.79 feet back to the **POINT OF BEGINNING**, and containing 1.91 acres, more or less.

This description is based on a survey by Pickering Firm, Inc. dated 10/08/2021 (PFI Job No. 26038.00).

Pickering Firm, Inc.
2001 Airport Road
Suite 201
Flowood, MS 39232
(601) 956-3663

Exhibit B
Letter of Authorization



September 19, 2022

Mayor and Board of Aldermen
City of Ridgeland
304 Highway 51
Ridgeland, MS 39159

**RE: Conditional Use - Wealth Hospitality
 Harbour Pointe C-Store - Ridgeland, MS**

Dear Mayor and Board:

I hereby grant Stephen Baldwyn of Pickering Firm, Inc. the authority to act as my representative for the application for conditional use for my property located at Harbour Pointe Crossing and Old Canton Road.

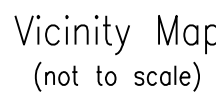
Sincerely,

A handwritten signature in blue ink, appearing to read "Bruce Patel", with a long horizontal flourish extending to the right.

Bruce Patel

Exhibit C Survey

↑



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.

PLANE COORDINATE SYSTEM, WEST ZONE,
6 AND A CONVERGENCE ANGLE OF
BEING SITUATED IN THE NW QUARTER OF
CADDY, CITY OF RIDGELAND, MADISON
MS:
INTERSECTION OF THE SOUTH
1/4-OF-WAY LINE OF OLD CANTON ROAD,
N 75° 58' 50" E OF THE CORNER COMMON TO
1/4, MADISON COUNTY, MS, SAID CONCRETE
CITY, E 23° 56' 12.69" RUN THE SOUTH
BOUNDARY LINE OF THE REALTY EM-
AT PAGE 766; THESE RUN ALONG SAID
FEET TO AN IRON PIN FOUND AT THE
PARCEL, SAID IRON PIN HAVING A MS
USING THE POINT OF BEGINNING OF THE
A DISTANCE OF 129.00 FEET TO AN IRON

A DISTANCE OF 129.00 FEET TO AN IRON
ROBERTS 20, LLH PARCEL; THENCE RUN
N 89°47'43" E ALONG THE SOUTHEAST
CORNER OF DEED BOOK 2362 AT PAGE 056;
AN IRON PIN FOUND AT THE NORTHEAST
CORNER OF DEED BOOK 2362 AT PAGE 056;
N 89°47'43" E FOR A DISTANCE OF
PROPOSED WEST RIGHT-OF-WAY OF THE
LAND SOUTHERLY ALONG SAID PROPOSED
RIGHT-OF-WAY FOR A DISTANCE OF
77.76 FEET TO A SET ONE-HALF INCH
Bearing of S 17°31'50" W, A CHORD
BEARING OF S 17°31'50" W, A CHORD
LEAVING SAID PROPOSED RIGHT-OF-WAY
AT THE CORNER OF DEED BOOK 2362 AT
PAGE 056; SET ONE-HALF INCH REBAR; THENCE RUN
S 17°31'50" W FOR A DISTANCE OF
ONE-HALF INCH REBAR; THENCE RUN S
17°31'50" W FOR A DISTANCE OF 129.00
FEET TO AN IRON PIN FOUND AT THE
NORTHEAST CORNER OF DEED BOOK 2362
AT PAGE 056; THENCE RUN S 89°47'43" W
FOR A DISTANCE OF 129.00 FEET TO AN
IRON PIN FOUND AT THE SOUTHWEST
CORNER OF DEED BOOK 2362 AT PAGE 056;
ABOVE DESCRIBED PARCEL CONTAINS 2.90
ACRES OF LAND.

INTERSECTION OF THE SOUTH
-OF-WAY LINE OF OLD CANTON ROAD,
58°50' E OF THE CORNER COMMON TO
TOWNSHIP 17, MADISON COUNTY, MS, SAID CONCRETE
70, E:2366712.69; RUN THENCE SOUTH
AND EASY LINE OF THE REALTY INCOME
AT PAGE 766; THENCE RUN ALONG SAID
FEET TO AN IRON PIN FOUND AT THE
PARCEL; THENCE CONTINUE N 89°47'43"
THENCE S 00°12'17" E FOR A DISTANCE
OF 100.00 FEET TO A ONE-HALF INCH
PRIVATE ROAD KNOWN AS HARBOR RO

RIGHT-OF-WAY LINE AND A CURVE TO
CH REBAR, SAID CURVE HAVING A RADIUS
GTH OF 10.06, AND A DELTA ANGLE OF
RUN N 82°54'09" W FOR A DISTANCE OF
742°30' W FOR A DISTANCE OF 21.55
W FOR A DISTANCE OF 374.20 FEET
N CONTAINING 0.15 ACRES, MORE OR
LESS.

PLANE COORDINATE SYSTEM, WEST ZONE,
6 AND A CONVERGENCE ANGLE OF

BEING SITUATED IN THE NW QUARTER OF
EAST, CITY OF RIDGELAND, MADISON
COUNTY, MISSISSIPPI.

INTERSECTION OF THE SOUTH
-OF-WAY LINE OF OLD CANTON ROAD

[illegible]

INTERSECTION OF THE SOUTH
-OF-WAY LINE OF OLD CANTON ROAD,
58°50' E OF THE CORNER COMMON TO
T, MADISON COUNTY, MS, SAID CONCRETE

70. E.2366712.69; RUN THENCE SOUTH
BOUNDARY LINE OF THE REALTY INCOME
AT PAGE 766; THENCE RUN ALONG SAID
FEET TO AN IRON PIN FOUND AT THE
PARCEL THENCE RUN N 00°12'17" W FOR
THE EAST CORNER OF SAID REALTY INCOME
A DISTANCE OF 59.73 FEET TO A ONE-HALF
REALTY, LLC PARCEL AS DESCRIBED IN
A DISTANCE OF 125.00 FEET TO AN IRON
L, LLC PARCEL; THENCE RUN N
CH REBAR BEING SET ON THE PROPOSED
POINT CROSSING, SAID REBAR HAVING A
BEING THE POINT OF BEGINNING OF TH

LENGTH OF 10.83 FEET, A CHORD
OF A DELTA ANGLE OF 01°10'13", THE
SS.

PLANE COORDINATE SYSTEM, WEST ZONE,
6 AND A CONVERGENCE ANGLE OF

BEING SITUATED IN THE NW QUARTER OF
E236671.2; 69; RUN THENCE SOUTH
MS:

INTERSECTION OF THE SOUTH
-OF-WAY LINE OF OLD CANTON ROAD,
58°50' E OF THE CORNER COMMON TO
T, MADISON COUNTY, MS, SAID CONCRETE
70, E236671.2; 69; RUN THENCE SOUTH
BOUNDARY LINE OF THE REALTY INCOME
AT PAGE 766; THENCE RUN ALONG SAID

FEET TO AN IRON PIN FOUND AT THE
PARCEL; THENCE CONTINUE N 89°47'43"
E THENCE S 00°12'17" E FOR A DISTANCE
OF 30' E FOR A DISTANCE OF 374.20 FEET
TO THE PLANE COORDINATE OF N:1059197.84,
DESCRIBED UTILITY EASEMENT.

FOR A DISTANCE OF 24.27 FEET TO A
DISTANCE OF 14.75 FEET TO A SET
BACK OF 251.57 FEET TO A ONE-HALF INCH
PRIVATE ROAD KNOWN AS HARBOUR
FRONTAGE; THENCE S 02°07'02" E FOR A DISTANCE
OF 100' TO THE CURVATURE OF A CURVE TO THE RIGHT
WITH A CHORD LENGTH OF 5.42 FEET, AND
R A DISTANCE OF 5.42 FEET TO A SET
BACK; THENCE, RUN N 82°54'09" W FOR A
DISTANCE OF 89.4230 FEET FOR A DISTANCE OF
100' TO THE PLANE COORDINATE OF N:1059197.84,
DESCRIBED UTILITY EASEMENT CONTAINING 0.06 ACRES,

ALTA/NSPS SURVEY

- NOTES CORRESPONDING TO CHICAGO TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE DATED JUNE 8, 2021
9. COVENANTS RECORDED IN BOOK 2356, PAGE 834; BOOK 2396, PAGE 583; AND BOOK 2157, PAGE 159, IN THE OFFICE OF THE CHANCERY CLERK OF MADISON COUNTY, MISSISSIPPI, BOOK 2356, PAGE 834 - THE SURVEYED PARCEL AND ALL PROPOSED EASEMENTS ARE SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS AS OUTLINED THEREIN. BLANKET ITEMS ARE NOT PLOTTED HEREON.
- BOOK 2396, PAGE 583 - AMENDS BOOK 2356, PAGE 834 AND AFFECTS THE SURVEYED PARCEL AND ALL PROPOSED EASEMENTS.
- BOOK 2175, PAGE 159 - THE CONDITIONS REFERENCED THEREIN DO NOT IMPACT THE SURVEYED PARCEL. THEY DO, HOWEVER, AFFECT THE HARBOUR POINT CROSSING ACCESS EASEMENT. THE INGRESS AND EGRESS EASEMENT DESCRIBED IN EXHIBIT B AFFECTS THE HARBOUR POINT CROSSING ACCESS EASEMENT. THE DRAINAGE AND UTILITY EASEMENT DESCRIBED IN EXHIBIT C BENEFITS THE SURVEYED PARCEL AND ALL PROPOSED EASEMENTS.
10. RIGHT OF WAY TO CITY OF RIDGELAND OF RECORD IN BOOK 227, PAGE 172, IN THE AFORESAID CHANCERY CLERK'S OFFICE. SHOWN AND PLOTTED HEREON AS OLD CANTON ROAD RIGHT OF WAY. THE 5' UTILITY EASEMENT CONVEYED THEREIN DOES NOT AFFECT THE SURVEYED PARCEL. IT DOES, HOWEVER, AFFECT THE HARBOUR POINT CROSSING ACCESS EASEMENT.
11. TERMS AND CONDITIONS AND EASEMENTS IN DEED RECORDED IN BOOK 2157, PAGE 172, AND CONVEYED IN BOOK 2228, PAGE 191, IN THE AFORESAID CHANCERY CLERK'S OFFICE. THE SURVEYED PARCEL AND ALL THE PROPOSED EASEMENTS BENEFIT FROM THE EASEMENTS DESCRIBED IN EXHIBITS C AND D. THE ADVERTISING EASEMENT IN EXHIBIT E HAS SUBSEQUENTLY BEEN CONVEYED BY INSTRUMENT RECORDED IN BOOK 2228 AT PAGE 191.
12. 20 FOOT PERPETUAL EASEMENT OF RECORD IN BOOK 406, PAGE 683, IN THE AFORESAID CHANCERY CLERK'S OFFICE. DOES NOT AFFECT THE SURVEYED PARCEL. IT DOES, HOWEVER, AFFECT THE HARBOUR POINT CROSSING ACCESS EASEMENT.
13. RIGHT OF WAY TO ENTERY MISSISSIPPI INC. RECORDED IN BOOK 2299, PAGE 65, IN THE AFORESAID CHANCERY CLERK'S OFFICE. AFFECTS THE SURVEYED PARCEL, DRAINAGE EASEMENTS 1-3, AND THE UTILITY EASEMENT.
14. EASEMENT DESCRIBED IN WARRANTY DEED OF RECORD IN BOOK 2157, PAGE 159, IN THE AFORESAID CHANCERY CLERK'S OFFICE. THE INGRESS AND EGRESS EASEMENT DESCRIBED IN EXHIBIT B AFFECTS THE HARBOUR POINT CROSSING ACCESS EASEMENT. THE DRAINAGE AND UTILITY EASEMENT DESCRIBED IN EXHIBIT C BENEFITS THE SURVEYED PARCEL AND ALL PROPOSED EASEMENTS.
15. GRANT OF EASEMENT OF RECORD IN BOOK 2801, PAGE 1, IN THE AFORESAID CHANCERY CLERK'S OFFICE. DOES NOT AFFECT THE SURVEYED PARCEL OR ANY OF THE PROPOSED EASEMENTS.
16. SPECIAL WARRANTY DEED AND PERMANENT EASEMENT CONVEYANCE TO CITY OF RIDGELAND OF RECORD IN BOOK 2226, PAGE 981, IN THE AFORESAID CHANCERY CLERK'S OFFICE; CONTAINS EASEMENTS, TERMS AND CONDITIONS. CONVEYS THE "TRACT C" EASEMENT AS DESCRIBED IN BOOK 2157 AT PAGE 172 WHICH BENEFITED THE SURVEYED PARCEL AND THE PROPOSED EASEMENTS. AS SUCH, BOOK 2226, PAGE 981 ALSO BENEFITS THE SURVEYED PARCEL AND THE PROPOSED EASEMENTS.
17. EASEMENT AND TERMS AND CONDITIONS CONTAINED IN WARRANTY DEED OF RECORD IN BOOK 2357, PAGE 686, IN THE AFORESAID CHANCERY CLERK'S OFFICE. AFFECTS THE SURVEYED PARCEL BUT NOT THE PROPOSED EASEMENTS.
18. TERMS AND CONDITIONS OF RENEWAL LEASES TO LAMAR COMPANIES RECORDED IN BOOK 435, PAGES 187, 191, 195, 199 AND 203, ALL IN THE AFORESAID CHANCERY CLERK'S OFFICE. ALL OF THE REFERENCED LEASES HAVE EXPIRED. NO RENEWALS WERE PROVIDED TO THE SURVEYOR.
19. TERMS AND CONDITIONS CONTAINED IN WARRANTY DEED OF RECORD IN BOOK 2396, PAGE 564, IN THE AFORESAID CHANCERY CLERK'S OFFICE. THE COMMUNITY DRIVEWAY COVENANT IN THE REFERENCED INSTRUMENT AFFECTS THE SURVEYED PARCEL AND DRAINAGE EASEMENT 1. THE CONNECTOR IN THE REFERENCED INSTRUMENT AFFECTS THE SURVEYED PARCEL.
20. RESERVATION OF MINERAL RIGHTS CONTAINED IN WARRANTY DEED OF RECORD IN BOOK 108, PAGE 168, IN THE AFORESAID CHANCERY CLERK'S OFFICE. THE SURVEYED PARCEL AND ALL PROPOSED EASEMENTS ARE SUBJECT TO THE MINERAL RIGHTS RESERVATION THEREIN.

SYMBOLS AND ABBREVIATIONS

ANCHOR OUT POLE	FOUND 1-POST (STEEL)
ANCHOR OUT WIRE	FOUND CHISEL MARK
BORERHOLE	FOUND CHISEL "X"
ELECTRIC GENERATOR	SET 1/2" REBAR WITH CAP STAMPED "COA 116"
ELECTRIC HULL BOX	(UNLESS NOTED OTHERWISE)
ELECTRIC BOX	FOUND REBAR
FIRE HYDRANT	FOUND PIPE
FIBER OPTIC MARKER	FOUND COTTON PICKER SPINDLE (CPS)
GAS MARKER - UNDERGROUND	FOUND IR SPK
GAS VALVE	FOUND NAIL
GAS METER	FOUND CONCRETE MONUMENT

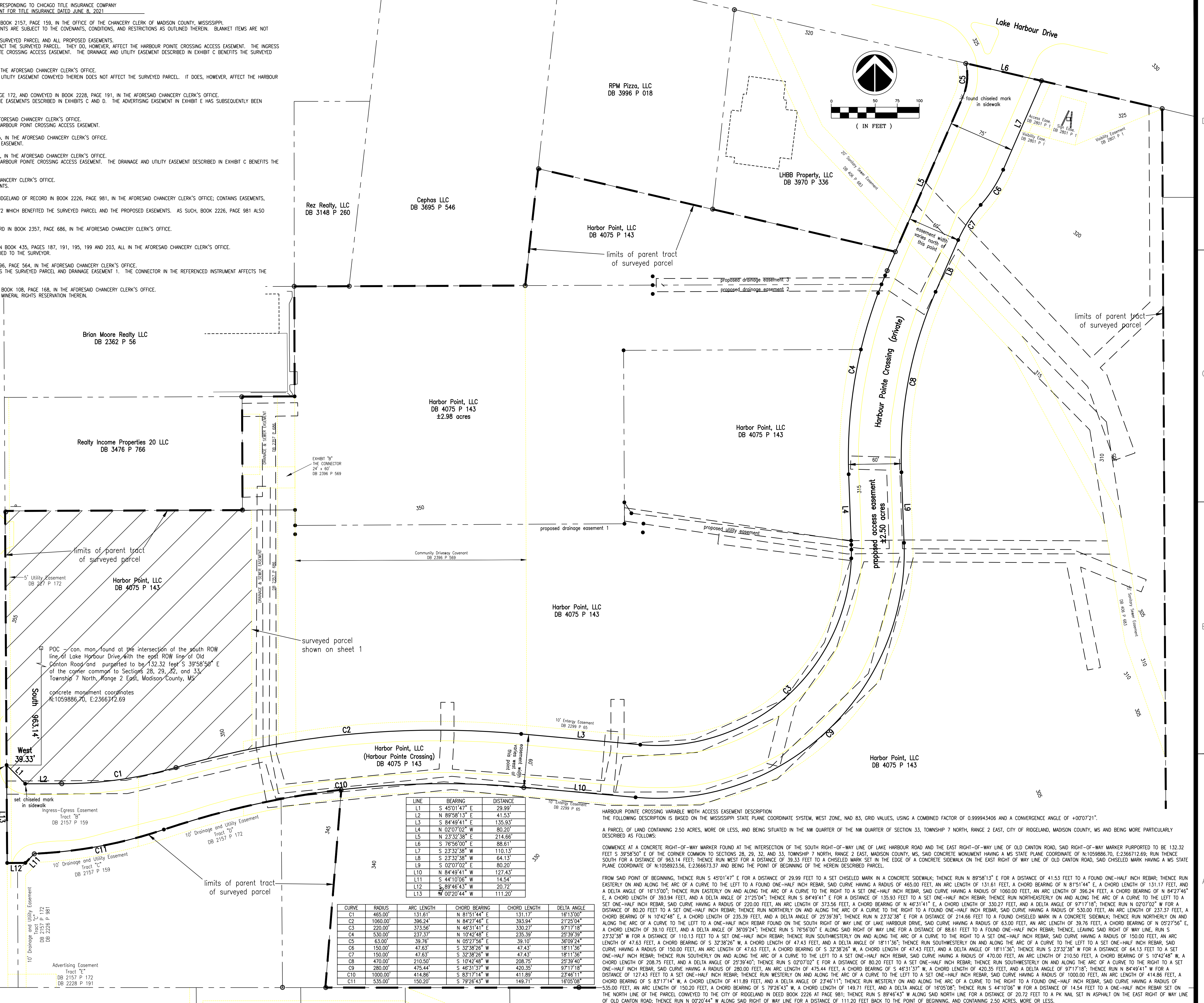
ABBREVIATIONS

ASPH	ASPHALT
BC	BOTTOM OF CURB
CL	CENTERLINE
CMP	CORRUGATED METAL PIPE
CONC	CONCRETE
EDG	EDGE OF PAVEMENT
FL	FLOWLINE
GNWL	GRADUAL
HWM	HIGHWAY MARK
HCR	HANDICAP RAMP
PR	PROPERTY/OWNERSHIP LINE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
RCP	REINFORCED CONCRETE PIPE
ROW	RIGHT OF WAY
SH	SPRINKLER HEAD (LAWN)
TC	TOP OF CURB
AS PER RECORD	AS PER RECORD
APS	AS PER SURVEY

LINE LEGEND

D	DRAINAGE/STORM SEWER LINE
F	FENCE
OE	OVERHEAD ELECTRIC LINES
OT	OVERHEAD TELEPHONE LINE
SB	SUBJECT BOUNDARY LINE
UE	UNDERGROUND ELECTRIC LINES
UG	UNDERGROUND GAS LINE
SS	UNDERGROUND SANITARY SEWER LINE
UT	UNDERGROUND TELEPHONE LINE
UFO	UNDERGROUND FIBER OPTIC LINE
W	UNDERGROUND WATER LINE

NOTE: SYMBOLS, ABBREVIATIONS, OR LINESYLES DO NOT NECESSARILY APPEAR IN THIS DRAWING. USE ONLY AS APPLICABLE



Pickering

Pickering Firm, Inc.
Facility Design • Civil Engineering • Surveying •
Transportation • Natural / Water Resources
2001 Airport Road, Suite 201
Flowood, MS 39232
601.956.5663

ALTA/NSPS LAND TILE SURVEY INFINITY VOLLEYBALL

Section 33, Township 7 North, Range 2 East
Ridgeland, Madison County, Mississippi

PROJECT #: 26038.00
DATE: 10-08-21
DRAWN BY: JRM
FIELD BOOK: Pickering Book 37
Page 6-7
CHECKED BY: MBC

SEAL:

SHEET NUMBER: 2 of 2

DESCRIPTION: ALTA/NSPS SURVEY

Exhibit D **Area and Zoning Aerial Map**

Aerial Zoning Map



Zoning Map

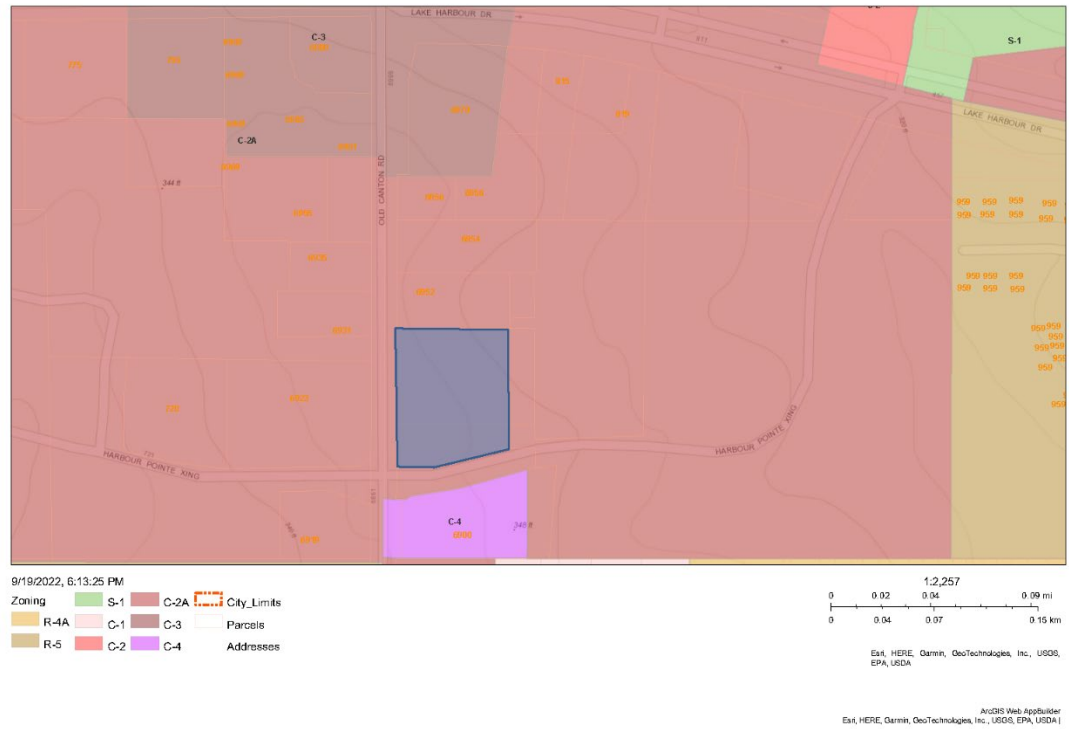
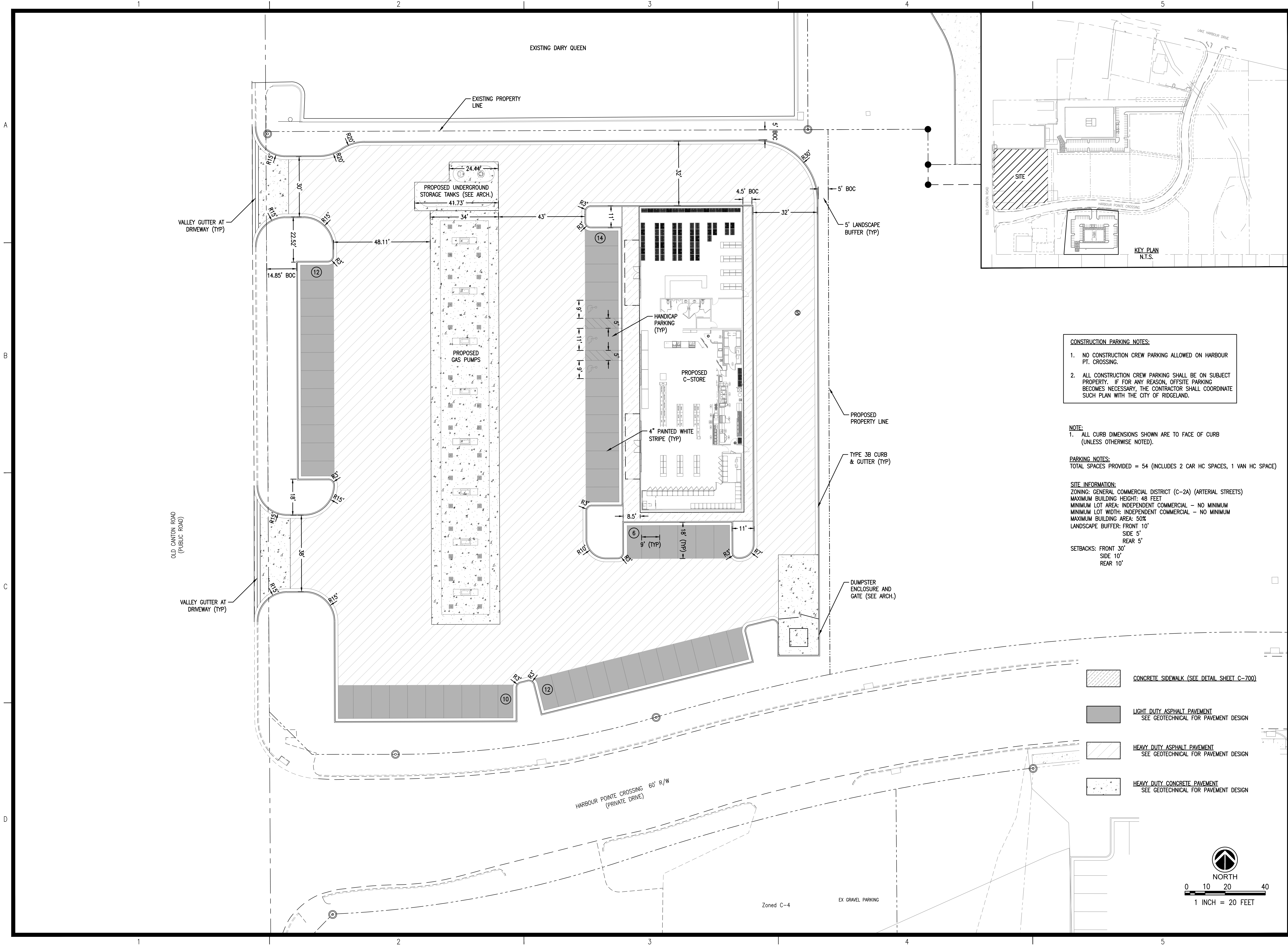


Exhibit E

Site Plan



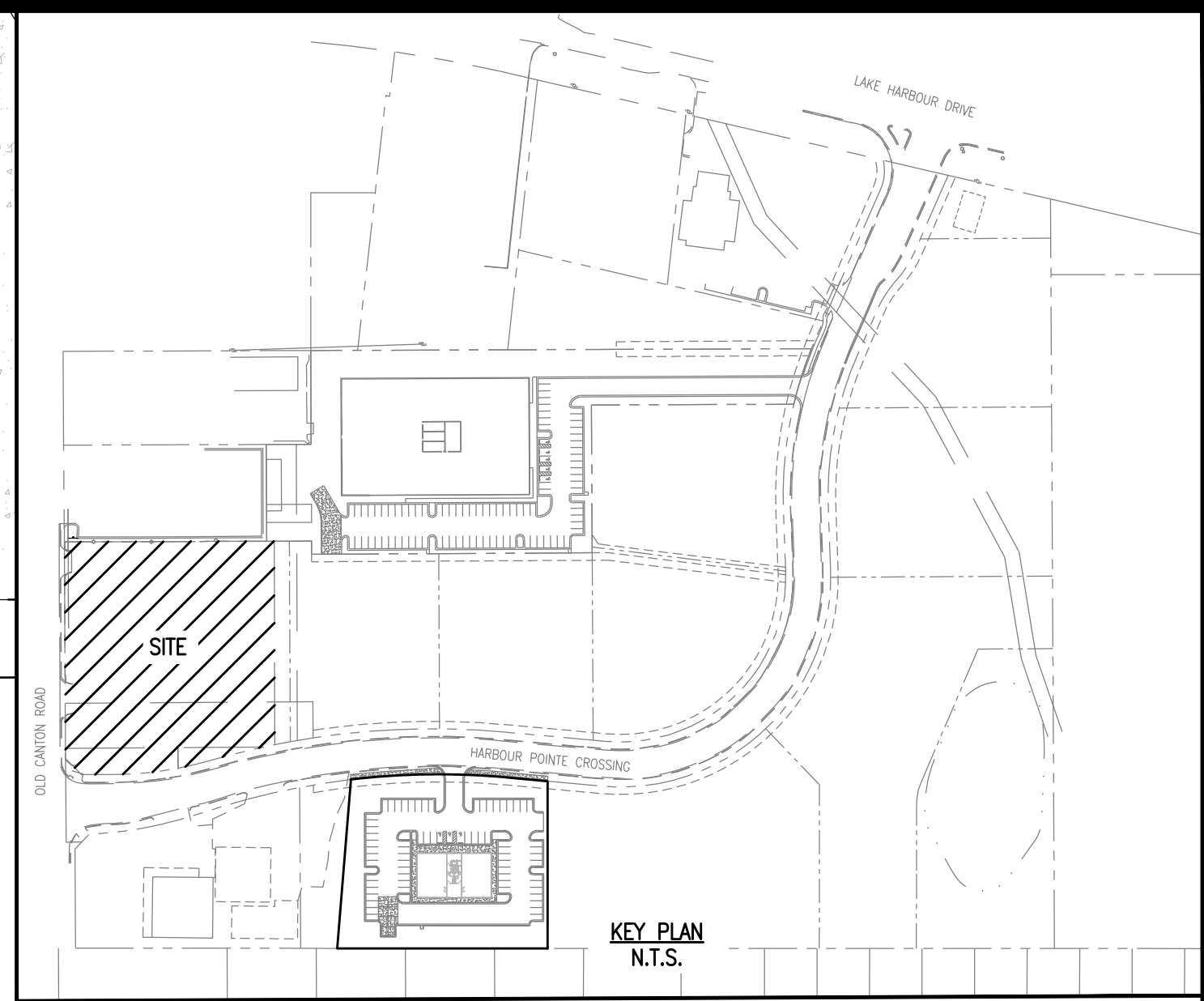
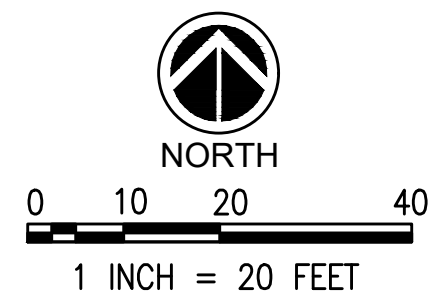
- CONSTRUCTION PARKING NOTES:**
1. NO CONSTRUCTION CREW PARKING ALLOWED ON HARBOUR PT. CROSSING.
 2. ALL CONSTRUCTION CREW PARKING SHALL BE ON SUBJECT PROPERTY. IF FOR ANY REASON, OFFSITE PARKING BECOMES NECESSARY, THE CONTRACTOR SHALL COORDINATE SUCH PLAN WITH THE CITY OF RIDGELAND.

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

PARKING NOTES:
TOTAL SPACES PROVIDED = 54 (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'

- CONCRETE SIDEWALK (SEE DETAIL SHEET C-700)
- LIGHT DUTY ASPHALT PAVEMENT
SEE GEOTECHNICAL FOR PAVEMENT DESIGN
- HEAVY DUTY ASPHALT PAVEMENT
SEE GEOTECHNICAL FOR PAVEMENT DESIGN
- HEAVY DUTY CONCRETE PAVEMENT
SEE GEOTECHNICAL FOR PAVEMENT DESIGN



REVISIONS:

△		
△		
△		
△		

PROJECT #: 26038.02
DATE: 9-30-22
DRAWN BY: SB
DESIGNER: SB
CHECKED BY: JU

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

Harbour Pt. C-Store
Ridgeland, Mississippi

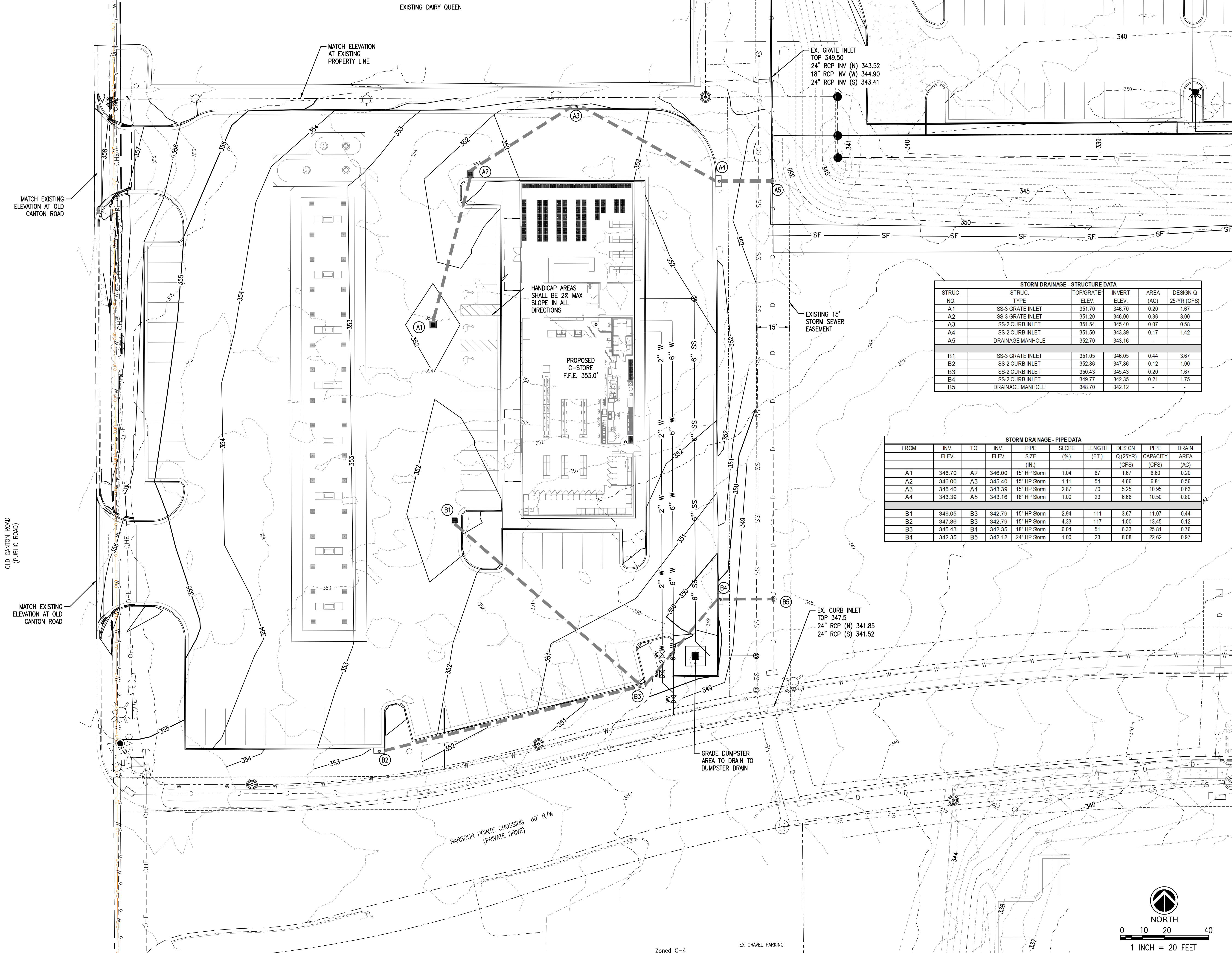
SEAL:

**REVIEW COPY
DO NOT USE
FOR
CONSTRUCTION**

SHEET NUMBER:

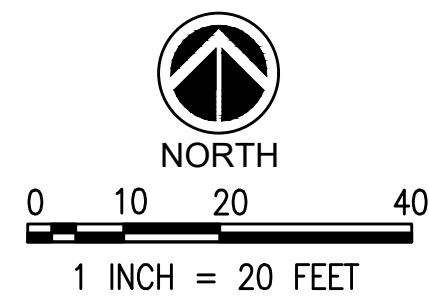
C3.0

DESCRIPTION:
Site & Paving Plan



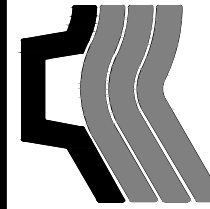
STORM DRAINAGE - STRUCTURE DATA						
STRUC. NO.	STRUC. TYPE	TOP/GRATE ELEV.	INVERT ELEV.	AREA (AC)	DESIGN Q (25-YR) (CFS)	
A1	SS-3 GRATE INLET	351.70	346.70	0.20	1.67	
A2	SS-3 GRATE INLET	351.20	346.00	0.36	3.00	
A3	SS-2 CURB INLET	351.54	345.40	0.07	0.58	
A4	SS-2 CURB INLET	351.50	343.39	0.17	1.42	
A5	DRAINAGE MANHOLE	352.70	343.16	-	-	
B1	SS-3 GRATE INLET	351.05	346.05	0.44	3.67	
B2	SS-2 CURB INLET	352.86	347.86	0.12	1.00	
B3	SS-2 CURB INLET	350.43	345.43	0.20	1.67	
B4	SS-2 CURB INLET	349.77	342.35	0.21	1.75	
B5	DRAINAGE MANHOLE	348.70	342.12	-	-	

STORM DRAINAGE - PIPE DATA									
FROM	INV. ELEV.	TO	INV. ELEV.	PIPE SIZE (IN.)	SLOPE (%)	LENGTH (FT.)	DESIGN Q (25YR) (CFS)	PIPE CAPACITY (CFS)	DRAIN AREA (AC)
A1	346.70	A2	346.00	15" HP Storm	1.04	67	1.67	6.80	0.20
A2	346.00	A3	345.40	15" HP Storm	1.11	54	4.66	6.81	0.56
A3	345.40	A4	343.39	15" HP Storm	2.87	70	5.25	10.95	0.83
A4	343.39	A5	343.16	18" HP Storm	1.00	23	6.66	10.50	0.80
B1	346.05	B3	342.79	15" HP Storm	2.94	111	3.67	11.07	0.44
B2	347.86	B3	342.79	15" HP Storm	4.33	117	1.00	13.45	0.12
B3	345.43	B4	342.35	18" HP Storm	6.04	51	6.33	25.81	0.76
B4	342.35	B5	342.12	24" HP Storm	1.00	23	8.08	22.62	0.97



REVISIONS:		

PROJECT #:	26038.02
DATE:	9-30-22
DRAWN BY:	SB
DESIGNER:	SB
CHECKED BY:	JJ

**Pickering**

Pickering Firm, Inc.

Facility Design • Civil Engineering • Surveying •
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2001 Highway 201
Flowood, MS 39232
601.956.3663

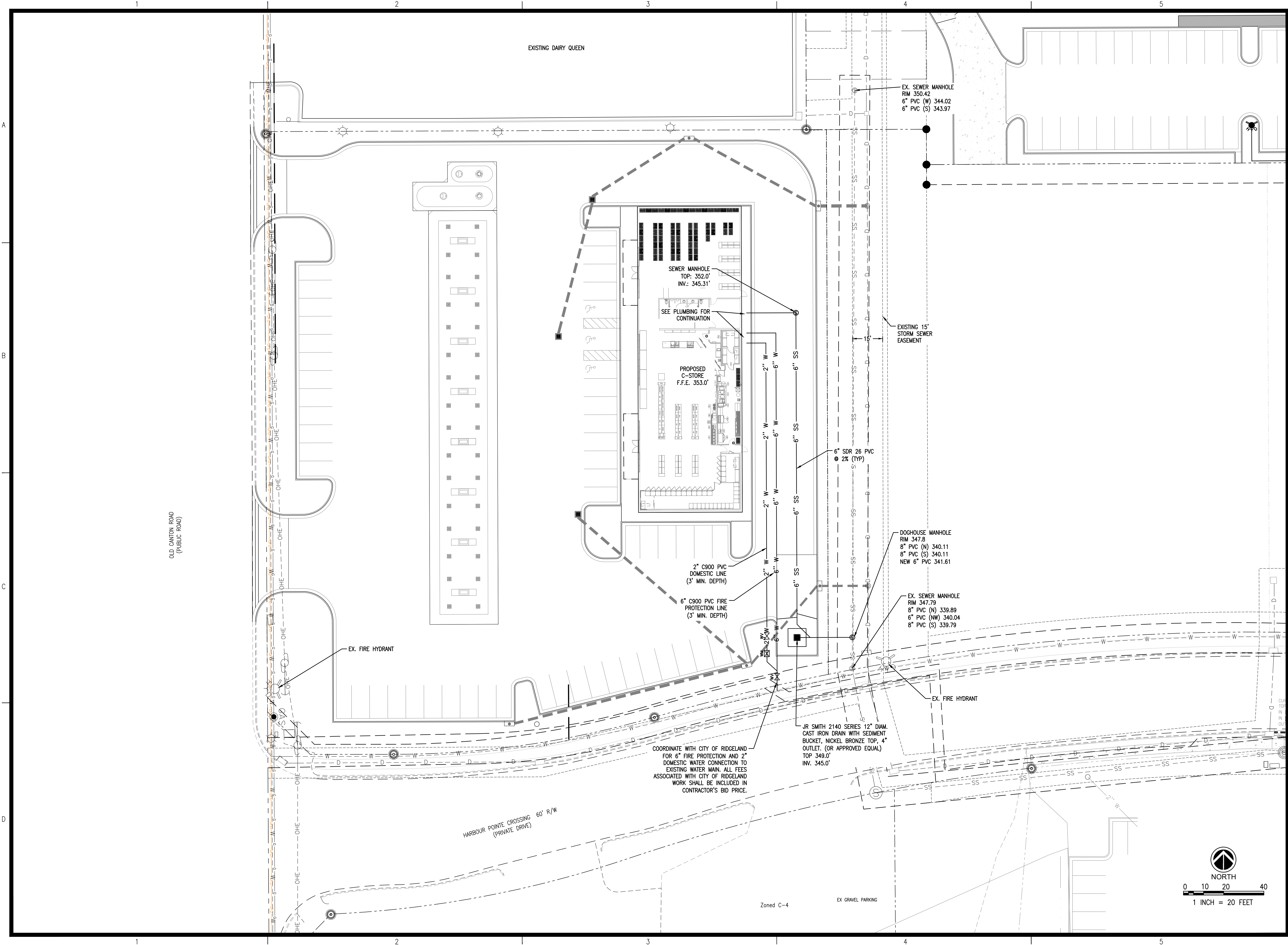
Harbour Pt. C-Store

Ridgeland, Mississippi

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CONSTRUCTION

SHEET NUMBER:
C4.0

DESCRIPTION:
Grading & Drainage Plan



REVISIONS:

△		
△		
△		
△		

PROJECT #:

26038.02

DATE:

9-30-22

DRAWN BY:

SB

DESIGNER:

SB

CHECKED BY:

JJ

Pickering

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

Harbour Pt. C-Store

Ridgeland, Mississippi

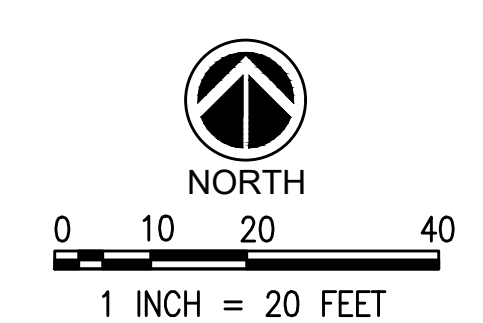
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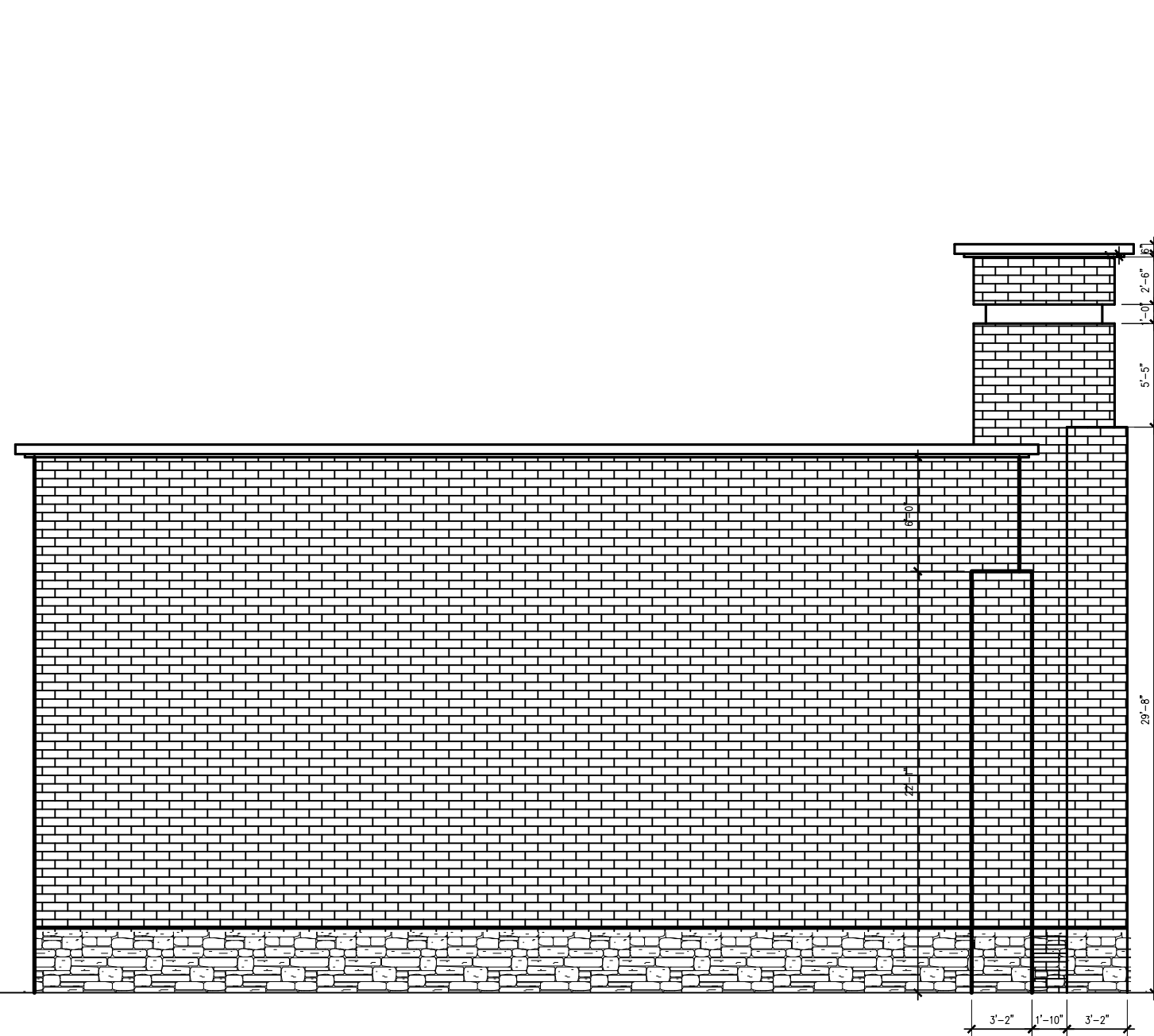
REVIEW COPY
DO NOT USE
FOR
CONSTRUCTION

SHEET NUMBER:

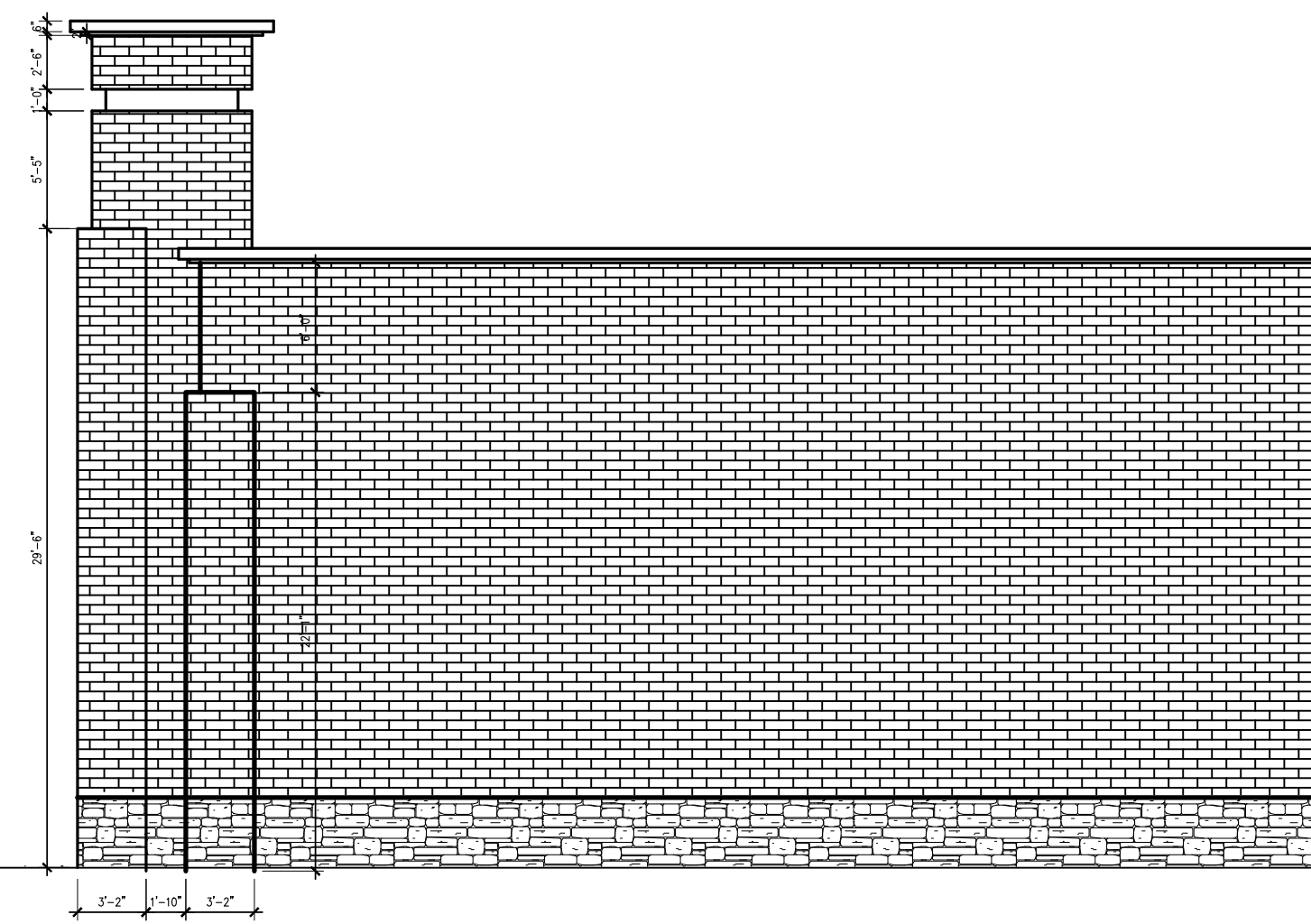
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DESCRIPTION:

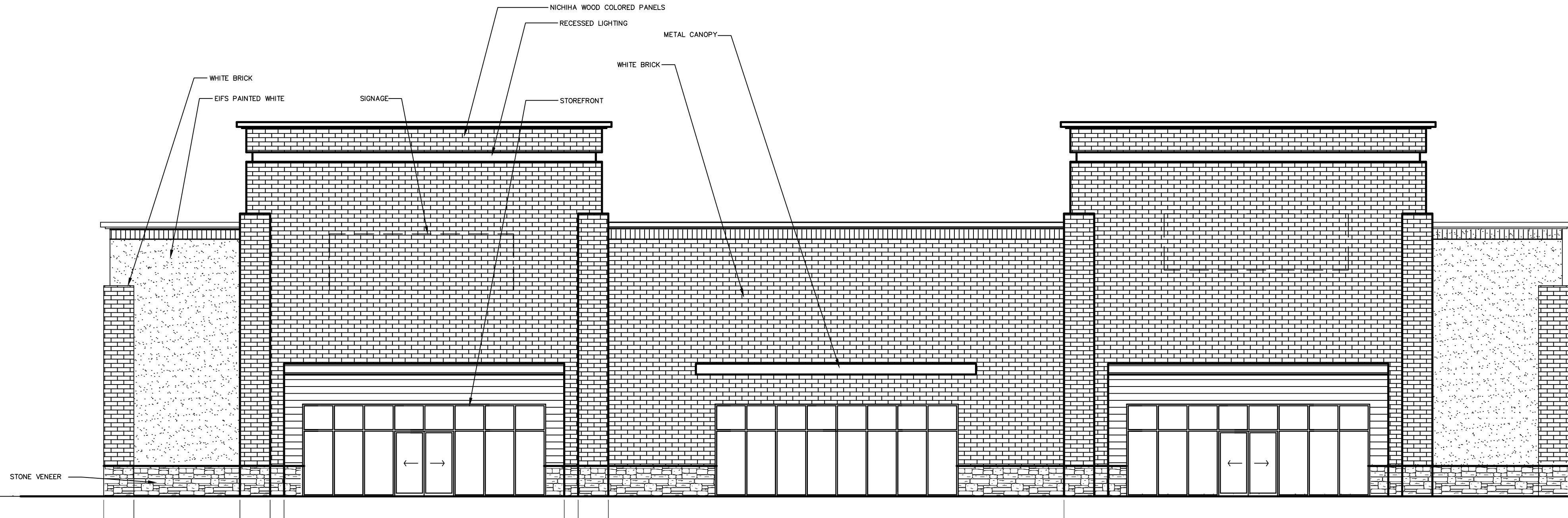
Utility Plan



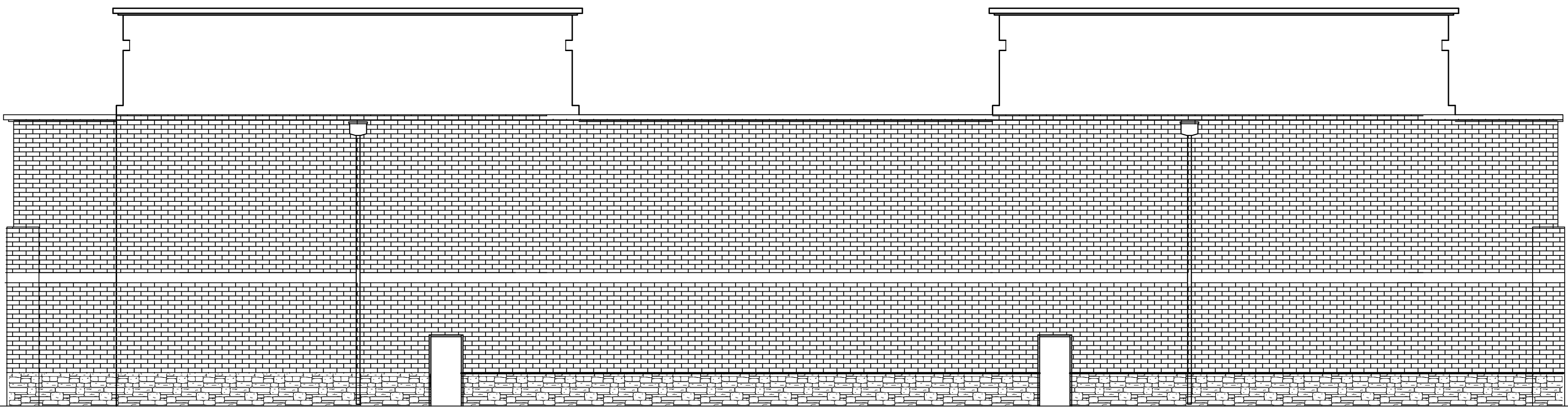
3.1
A2
SIDE ELEVATION OPTION 3
1/8"=1'-0"



3.1
A2
SIDE ELEVATION OPTION 3
1/8"=1'-0"



3
A2
ELEVATION OPTION 3
1/8"=1'-0"



3
A2
ELEVATION OPTION 3
1/8"=1'-0"

F. Curry Ballard, Jr., Architect P.A.

F. Curry Ballard, Jr., Architect
1413 Pinehurst Place
Jackson, MS 39202
(601) 209 - 6360
fcbarch@aol.com

C-STORE/LIQUOR STORE

HARBOUR POINTE
RICHLAND, MS

NO.	DATE	REVISION	BY

PROJECT NUMBER
SCALE AS SHOWN
SHEET NUMBER A2
OF
DATE OF ORIGINAL ISSUE 06/29/2022

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

A meeting of the Zoning Board of the City of Ridgeland, Mississippi (the "Board") was duly called, held, and conducted on Thursday, October 20, 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:

Larry Miller
Don Roberts
Bernie Giessner
Michelle Caballero
Judy Rice

Absent:

Drew Malone
Tabatha Baum
Theresa Kennedy

Also present:

Zachary L. Giddy and Andrew J. Garza, Attorneys
Jordan Lohman, City of Ridgeland

* * * * *

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

Bernie Giessner led the Pledge of Allegiance and Larry Miller opened the meeting with prayer.

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

1. Call to Order/Invocation.

2. Adoption of Minutes.
3. Withdrawal of Petition and Application for Dimensional Variance Permit for **Bill Croswell (Craft Croswell)** – *Petitioner*

Property Address/Description:
116 Ridgeland Plaza

Tax Parcel No:
072I-30C-038/00.00, 072I-30C-036/00.00, 072I-30C-035/00.00
(September 22, 2022)
4. Public Hearing for Petition and Application for Conditional Use Permit for **Bruce Patel (C-Store)** – *Petitioner*

Property Address/Description:
NE Corner of Harbour Pointe Crossing and Old Canton Road

Tax Parcel No:
072H-33B-142/03.00, 072H-33B-142/02.00
(October 20, 2022)
5. Old Business/New Business.
6. Adjourn

The Board next considered the Minutes of the July 21, 2022, meeting. Larry Miller moved to approve the minutes as written. The motion was seconded by Michelle Caballero and approved unanimously.

The Board next considered the Minutes of the September 22, 2022, meeting. Michelle Caballero moved to approve the minutes as written. The motion was seconded by Larry Miller and approved unanimously.

Public Hearing for Petition and Application for Dimensional Variance Permit for Bill Croswell (Craft Croswell)

It was next announced that Item 3 on the agenda is the Petition and Application for Dimensional Variance Permit for Bill Croswell for property located at 116 Ridgeland Plaza in the City of Ridgeland was withdrawn by Petitioner. No action taken.

Public Hearing for Petition and Application for Conditional Use Permit for Bruce Patel (C-Store)

Mr. Bernie Giessner opened the Public Hearing on the Petition and Application for Conditional Use Permit for Bruce Patel (C-Store) for a parcel of land containing 1.91 acres, more or less, subject property being located northeast of the intersection of Old Canton Road and Harbour Pointe Crossing and situated in the NW Quarter of the NW Quarter of Section 33, T7N, R2E in the City of Ridgeland. The property is on southwest corner across from Freshway Produce. The subject property is presently zoned C-2A. Mr. Stephen Baldwyn appeared and spoke on behalf of the Petition confirming notice was sent. Mr. Baldwyn addressed the Zoning Board and spoke regarding Petitioner's request for a conditional use to allow Petitioner to construct and operate a gas station with convenience store and liquor store on the subject property in the C-2A zoning district. There was discussion and concerns by the Commissioners over only point of ingress and egress being on Old Canton Road. In answering further questions by Commissioners, Mr. Baldwyn stated that Petition intends that the business will close at 10:00 p.m. but that service area will be open access 24/7 with eight double pumps (16 total pumps). Mr. Baldwyn further stated that Petitioner has plan for future tenant to be a liquor store.

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

Chairman Bernie Giessner closed the Public Hearing and called for a vote on the Petition. On motion by Ms. Rice and seconded by Ms. Caballero, the Board voted unanimously to recommend to the Mayor and Board of Aldermen that they approve a conditional use to allow Petitioner construct and operate a gas station with convenience store and liquor store on the subject property in the C-2A zoning district.

OLD BUSINESS

None.

NEW BUSINESS

Ms. Rice expressed her concerns regarding the elimination of the maximum density for residential, and the need for reinstatement. Ms. Caballero agreed. There was discussion had. No action taken.

Ms. Caballero recommended the need to move liquor stores to a conditional use permit. There was discussion had. No action taken.

There was no further business to be presented.

ADJOURN

Ms. Caballero moved that the meeting be adjourned. The motion was seconded by Ms. Rice and approved unanimously.

WITNESS OUR HANDS, this the _____ day of _____, 2022.

BERNIE GIESSNER, Chairman

MICHELLE CABALLERO, Vice Chairman/Secretary

**ORDINANCE OF THE MAYOR AND BOARD OF ALDERMEN OF
THE CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI
APPROVING AND GRANTING A CONDITIONAL USE PERMIT FOR A GAS
STATION, CONVENIENCE STORE, AND LIQUOR STORE FOR PROPERTY
LOCATED NORTHEAST OF THE INTERSECTION
OF OLD CANTON ROAD AND HARBOUR POINTE CROSSING,
CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI**

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

WHEREAS, the purpose of the Conditional Use sought is for a gas station with a convenience store and liquor store;

WHEREAS, the Mayor and Board of Aldermen referred the Petition to the Zoning Board of the City of Ridgeland (the Zoning "Board") which Board scheduled a hearing on said Petition for October 20, 2022, at 6:00 o'clock p.m.; and,

WHEREAS, the City Clerk did cause notice of the October 20, 2022, hearing to be published in the Madison County Journal, a newspaper published in the City of Ridgeland, Madison County, Mississippi, in the manner and for the time required by law, and the Zoning Administrator did post notice of same upon the affected property in the manner and for the time required by law; and,

WHEREAS, at the time, date and place specified in the notice, the Zoning Board of the City of Ridgeland, Mississippi, did conduct a full and complete hearing on the Petition, and received comments and heard evidence presented by the Petitioner and thereafter forwarded its

recommendation thereon to the Mayor and Board of Aldermen; and,

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

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

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

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

SECTION 2. That the findings of fact contained in the Zoning Board's October 20, 2022, Minutes in regard to the Petition be, and same are hereby adopted as and for the findings of fact of the Mayor and Board of Aldermen in support of the zoning decision contained herein.

SECTION 3. That it is hereby found and determined that the conditions precedent to the granting of a Conditional Use Permit in regard to the herein described property as required in Section 600.09 of the City of Ridgeland Zoning Regulations Ordinance of February 2014, exist, and have been satisfied, for the granting of a Conditional Use Permit for the purpose of allowing a gas station with convenience store and liquor store on the subject property within the C-2A zoning district.

SECTION 4. That the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi, do hereby grant from and after the effective date of this Ordinance a Conditional Use Permit for the purpose of allowing a gas station with convenience store and liquor store on the subject property within the C-2A zoning district.

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

The following description is based on the Mississippi State Plane Coordinate System, West Zone, NAD 83, grid values, using a combined factor of 0.999943406 and a convergence angle of +00°07'21".

A parcel of land containing 1.91 acres, more or less, and being situated in the NW Quarter of the NW Quarter of Section 33, Township 7 North, Range 2 East, City of Ridgeland, Madison County, MS and being more particularly described as follows:

Commence at a concrete right of way marker found at the intersection of the south right of way line of Lake Harbour Road and the east right of way line of Old Canton Road, said right of way marker purported to be 132.32 feet S 39°58'50" E of the corner common to Sections 28, 29, 32, and 33, Township 7 North, Range 2 East, Madison County, MS, said concrete monument having a MS State Plane Coordinate of N:1059886.70, E:2366712.69; thence run West for a distance of 41.07 feet; thence run South for a distance of 674.34 feet to a nail set in a concrete sidewalk at the southwest corner of the Realty Income Properties 20, LLC parcel as described in Deed Book 3476 at Page 766, said nail having a MS State Plane Coordinate of N:1059212.36, E:2366671.62 and being the **POINT OF BEGINNING** of the herein described parcel.

From said **POINT OF BEGINNING**, thence run S 00°20'44" E along the east right of way line of Old Canton Road for a distance of 288.80 feet to a chiseled mark set in the edge of a concrete sidewalk; thence, leaving said right of way line, run S 45°01'47" E for a distance of 29.99 feet to a chiseled mark set in a concrete sidewalk; thence run N 89°58'13" E for a distance of 41.53 feet to a found 1/2" rebar; thence run easterly on and along the arc of a curve to the left to a found 1/2" rebar, said curve having a radius of 465.00 feet, an arc length of 131.61 feet, a chord bearing of N 81°51'44" E, a chord length of 131.17 feet, and a delta angle of 16°13'00"; thence run easterly on and along the arc of a curve to the right to a set 1/2" rebar, said curve having a radius of 1060.00 feet, an arc length of 89.03

feet, a chord bearing of N 76°09'36" E, a chord length of 89.00 feet, and a delta angle of 04°48'44"; thence run N 00°12'17" W for a distance of 271.12 feet to a 1/2" rebar set on the south line of the Infinity RE, LLC parcel as described in Deed Book 4123 at Page 22; thence run S 89°47'43" W along the south line of said Infinity RE, LLC and Realty Income Properties 20, LLC parcels for a distance of 279.79 feet back to the **POINT OF BEGINNING**, and containing 1.91 acres, more or less.

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

ORDAINED, ADOPTED AND APPROVED by the Mayor and Board of Aldermen of the City of Ridgeland, Madison County, Mississippi, at a regular meeting thereof held on the ____ day of _____, 2022.

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

Alderman Ken Heard (Ward 1) voted:	_____
Alderman Chuck Gautier (Ward 2) voted:	_____
Alderman Kevin Holder (Ward 3) voted:	_____
Alderman Brian Ramsey (Ward 4) voted:	_____
Alderman Scott Jones (Ward 5) voted:	_____
Alderman Wesley Hamlin (Ward 6) voted:	_____
Alderman D. I. Smith (At large) voted:	_____

Whereupon, the Mayor declared the motion carried and the Ordinance adopted.

The foregoing ordinance is approved, this the ____ day of _____, 2022.

Mayor Gene F. McGee
City of Ridgeland, Mississippi

Attest:

Paula Tierce, City Clerk
[S E A L]

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI
DENYING A CONDITIONAL USE PERMIT FOR A GAS STATION,
CONVENIENCE STORE, AND LIQUOR STORE FOR PROPERTY FOR
PROPERTY LOCATED NORTHEAST OF THE INTERSECTION OF
OLD CANTON ROAD AND HARBOUR POINTE CROSSING,
CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI**

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

WHEREAS, the purpose of the Conditional Use sought is for a gas station with a convenience store and liquor store;

WHEREAS, the Mayor and Board of Aldermen referred the Petition to the Zoning Board of the City of Ridgeland (the Zoning "Board"), which Board scheduled a hearing on said Petition for October 20, 2022, at 6:00 o'clock p.m.; and did thereafter forward its recommendation to the Mayor a Board or Aldermen; and,

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

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

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

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

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

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

The following description is based on the Mississippi State Plane Coordinate System, West Zone, NAD 83, grid values, using a combined factor of 0.999943406 and a convergence angle of +00°07'21".

A parcel of land containing 1.91 acres, more or less, and being situated in the NW Quarter of the NW Quarter of Section 33, Township 7 North, Range 2 East, City of Ridgeland, Madison County, MS and being more particularly described as follows:

Commence at a concrete right of way marker found at the intersection of the south right of way line of Lake Harbour Road and the east right of way line of Old Canton Road, said right of way marker purported to be 132.32 feet S 39°58'50" E of the corner common to Sections 28, 29, 32, and 33, Township 7 North, Range 2 East, Madison County, MS, said concrete monument having a MS State Plane Coordinate of N:1059886.70, E:2366712.69; thence run West for a distance of 41.07 feet; thence run South for a distance of 674.34 feet to a nail set in a concrete sidewalk at the southwest corner of the Realty Income Properties 20, LLC parcel as described in Deed Book 3476 at Page 766, said nail having a MS State Plane Coordinate of N:1059212.36, E:2366671.62 and being the **POINT OF**

BEGINNING of the herein described parcel.

From said **POINT OF BEGINNING**, thence run S 00°20'44" E along the east right of way line of Old Canton Road for a distance of 288.80 feet to a chiseled mark set in the edge of a concrete sidewalk; thence, leaving said right of way line, run S 45°01'47" E for a distance of 29.99 feet to a chiseled mark set in a concrete sidewalk; thence run N 89°58'13" E for a distance of 41.53 feet to a found 1/2" rebar; thence run easterly on and along the arc of a curve to the left to a found 1/2" rebar, said curve having a radius of 465.00 feet, an arc length of 131.61 feet, a chord bearing of N 81°51'44" E, a chord length of 131.17 feet, and a delta angle of 16°13'00"; thence run easterly on and along the arc of a curve to the right to a set 1/2" rebar, said curve having a radius of 1060.00 feet, an arc length of 89.03 feet, a chord bearing of N 76°09'36" E, a chord length of 89.00 feet, and a delta angle of 04°48'44"; thence run N 00°12'17" W for a distance of 271.12 feet to a 1/2" rebar set on the south line of the Infinity RE, LLC parcel as described in Deed Book 4123 at Page 22; thence run S 89°47'43" W along the south line of said Infinity RE, LLC and Realty Income Properties 20, LLC parcels for a distance of 279.79 feet back to the **POINT OF BEGINNING**, and containing 1.91 acres, more or less.

SO RESOLVED by the Mayor and Board of Aldermen of the City of Ridgeland, Madison County, Mississippi, at a regular meeting held on ____ day of _____, 2022.

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

Alderman Ken Heard (Ward 1) voted:	_____
Alderman Chuck Gautier (Ward 2) voted:	_____
Alderman Kevin Holder (Ward 3) voted:	_____
Alderman Brian Ramsey (Ward 4) voted:	_____
Alderman Scott Jones (Ward 5) voted:	_____
Alderman Wesley Hamlin (Ward 6) voted:	_____
Alderman D.I. Smith (At large) voted:	_____

Whereupon, the Mayor declared the motion carried and the Resolution adopted.

The foregoing Resolution is approved, this the _____ day of _____, 2022.

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

Attest:

Paula Tierce, City Clerk
[S E A L]



public works

TO: Mayor Gene F. McGee and Board of Aldermen

FROM: Christopher W. Bryson, P.E., City Engineer 

DATE: October 26, 2022

RE: **CONTRACTOR PAY ESTIMATE NO. 2**
Lewis Electric, Inc. - Pay Period Ending October 6, 2022
City of Ridgeland Traffic Signal Equipment Safety Improvements
STP-0213-00(035) LPA-108013-701000
City of Ridgeland, Madison County, Mississippi

We respectfully request the Mayor and Board of Aldermen approve payment in the amount of **\$25,123.00** to Lewis Electric, Inc. for work completed on the referenced project during the period between August 12, 2022 and October 6, 2022. During this time the contractor completed installation of the traffic signal preemption and remote monitoring system field devices at 4 intersections along Highland Colony Parkway. Through this period the Contractor completed 33.4% of the work on the project in 13.5% of the contract time. 100% of this payment will be reimbursed with Federal funds. We received MDOT reimbursement in the entire requested amount of \$341,252.00 for Contractor Pay Estimate No. 1. We are currently anticipating project completion sometime in early 2023.

Upon your approval, the Mayor will need to sign the cover LPA-001 form as our LPA Official. The executed Estimate No. 2 package will be submitted digitally to the MDOT LPA Invoice Division for reimbursement.

Thank you for your consideration of our request. Please contact me if you have any questions.

Cc: Alan Hart, Public Works Director

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

LPA-001 v 1.2

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

STP-0213-00(035)/108013701

Revised Apr. 02, 2009

Contractor's Estimate - Recap Sheet

Printed: 10/26/2022 06:55 am

Vendor Number	3100034217 0	Completion Date	00/00/0000
Contract ID	LSTP021300035	Time Units / Days to be Allowed	137.00
In Account With	City of Ridgeland P.O. Box 217, Ridgeland, MS, 39158		
FMS Contract Number	OG00001352		
Estimate Number	0002 PROGRESS	Period	08/12/2022 Thru 10/06/2022
Project County: MADISON (45)	Current Period	Previous Estimate	Total Allowed to Date
Project Number: 108013701000 [STP-0213-00(035)/108013701]			
Total Cost (Participating)	\$25,123.00	\$341,252.00	\$366,375.00
Total Cost	\$25,123.00	\$341,252.00	\$366,375.00
Project Total	\$25,123.00	\$341,252.00	\$366,375.00
Total Net Amount Owed to LPA	\$25,123.00	\$341,252.00	\$366,375.00
Total Contract Net Work Due	\$25,123.00	\$341,252.00	\$366,375.00
Time Units / Days Used	3.000000	15.500000	18.500000
Contract % Complete (Dollars)	2.29 %	31.11 %	33.40 %
Contract % Elapsed Time	2.190000%	11.310000%	13.500000 %

Quantities Checked
Original Signed
Bryson, Christopher
(15-10)


Project Engineer

LPA Official:

Approved:

Chief Engineer by

Original Signed

Lee Frederick, P.E.

LPA Engineer

Completion Date: 00/00/0000

Calendar Days to be Allowed: 137.00

Total Contract Bid Amount: \$1,096,915.00

Total Contract Current Amount: \$1,096,915.00

Productive Days to be Allowed: 137.000000

Total Productive Days Assessed: 18.500000

Contract % Elapsed Time (Productive Days): 13.500000 %

Progress of Project: 19.900000%

CAD002 v 1.7

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

STP-0213-00(035)/108013701

Revised Oct. 10, 2008

Contractor's Estimate - Detail Sheet

Printed: 10/26/2022

Vendor Number		3100034217 0			Date Let		12/09/2021		MPC		Not Found	
Contract ID		LSTP021300035			Award Date		01/31/2022					
In Account With		City of Ridgeland P.O. Box 217, Ridgeland, MS, 39158										
Surety		Default Surety For LPA Contract										
FMS CC Number		OG00001352										
Estimate Number		0002 PROGRESS			Period		08/12/2022 Thru 10/06/2022					
Project Number		108013701000 STP-0213-00(035)/108013701 MADISON (45)					Category		Roadway			
	Line No	Item Number	AC	Item	Total Quantities			Unit	Unit Price	Amount		
					Contract Qty	Current	Allowed-to-Date			Current	Allowed-to-Date	
1	0030	907-632-D001		Solid State Traffic Actuated Controller, Type 1	12.000	0.000	12.000	EA	4,300.00	0.00	51,600.00	
1	0040	907-632-G001		Malfunction Management Unit	7.000	0.000	0.000	EA	1,500.00	0.00	0.00	
1	0050	907-633-A001		Uninterruptable Power Supply	15.000	0.000	0.000	EA	14,000.00	0.00	0.00	
1	0060	907-637-C028		Traffic Signal Conduit, Underground, Type 4, 2"	150.000	0.000	166.000	LF	15.00	0.00	2,490.00	
1	0070	907-639-E001		Type 2 Radio/GPS Module Vehicle Device	5.000	0.000	0.000	EA	7,000.00	0.00	0.00	
1	0080	907-639-E001		Type 2 Radio/GPS Module Intersection Device	26.000	2.000	2.000	EA	7,000.00	14,000.00	14,000.00	
1	0090	907-643-A004		Video Vehicle Detection Sensor, Type 1A	18.000	0.000	18.000	EA	6,000.00	0.00	108,000.00	
1	0100	907-643-B001		Video Vehicle Detection Cable	3,330.000	0.000	3,385.000	LF	2.50	0.00	8,462.50	
1	0110	907-643-E001		Multi-Sensor Vehicle Detection Sensor	8.000	0.000	8.000	EA	11,000.00	0.00	88,000.00	
1	0120	907-643-F001		Multi-Sensor Vehicle Detection Cable	1,900.000	0.000	1,702.000	LF	2.50	0.00	4,255.00	
1	0130	647-A001		Removal of Existing Traffic Signal Equipment	1.000	0.000	0.500	LS	10,000.00	0.00	5,000.00	
1	0140	907-659-B002		Traffic Management Center Modifications - Monitor Systems Monitor Systems, Signal Performance Monitoring Systems	26.000	0.000	0.000	EA	6,800.00	0.00	0.00	
1	0150	907-659-B002		Traffic Management Center Modifications - Monitor Systems Monitor Systems, Traffic Volume Monitoring Systems	16.000	0.000	0.000	EA	3,600.00	0.00	0.00	
1	0160	907-632-D001		Solid State Traffic Actuated Controller, Type 1	1.000	0.000	1.000	EA	3,500.00	0.00	3,500.00	
1	0170	907-632-G001		Malfunction Management Unit	1.000	0.000	0.000	EA	1,200.00	0.00	0.00	
1	0180	907-633-A001		Uninterruptable Power Supply	3.000	0.000	0.000	EA	11,000.00	0.00	0.00	
1	0190	907-637-C028		Traffic Signal Conduit, Underground, Type 4, 2"	30.000	0.000	16.000	LF	13.00	0.00	208.00	
1	0200	907-639-E001		Type 2 Radio/GPS Module Intersection Device	3.000	2.000	2.000	EA	5,500.00	11,000.00	11,000.00	
1	0210	907-659-B002		Traffic Management Center Modifications - Monitor Systems Monitor Systems, Signal Performance Monitoring Systems	3.000	0.000	0.000	EA	5,500.00	0.00	0.00	
Total Roadway Items									25,000.00	296,515.50		

Total Participating Direct Items									25,000.00	296,515.50	
Total Non-Participating Direct Items									0.00	0.00	
Total Direct Items on Contract = 1,015,915.00						Total Direct Items			25,000.00	296,515.50	
Dependent Items											
Part	Line No	Item Number	AC	Item	Total Quantities			Unit	Unit Price	Amount	
					Contract Qty	Current	Allowed-to-Date			Current	Allowed-to-Date
1	0010	618-A001		Maintenance of Traffic	1.000000	0.0246	0.2919	LS	5,000.00	123.00	1,459.50
1	0020	620-A001		Mobilization	1.000000	0.0000	0.9000	LS	76,000.00	0.00	68,400.00
Total Participating Dependent Items									123.00	69,859.50	
Total Non-Participating Dependent Items									0.00	0.00	
Total Dependent Items									123.00	69,859.50	
Total Project Participating Construction Items									25,123.00	366,375.00	
Total Project Non-Participating Construction Items									0.00	0.00	
Total Project Construction Items									25,123.00	366,375.00	
Stockpiled Material Adjustments											
	Line No	Item Number	Item Description				Adjustment Description		Current	Allowed-to-Date	
Total Participating Stockpiled Material Adjustments									0.00	0.00	
Total Participating Costs (on CAD001)									25,123.00	366,375.00	
Total Non-Participating Costs (on CAD001)									0.00	0.00	
Project: 108013701000 STP-0213-00(035)/108013701					Total Costs (on CAD001)			25,123.00	366,375.00		
Fuel And Material Adjustments											
	Line No	Item Number	Item Description			Adjustment Description		Price Difference	Current	Allowed-to-Date	
Total Participating Fuel And Material Adjustments									0.00	0.00	
Total Non-Participating Fuel And Material Adjustments									0.00	0.00	
Total Fuel And Material Adjustments									0.00	0.00	
Total Construction Cost on Contract = 1,096,915.00					Total Contract Net Work Due (on CAD001)				25,123.00	366,375.00	

**STATEMENT OF LOCAL PUBLIC AGENCY
PROGRESS AND FINAL ESTIMATES FOR CONSTRUCTION**

LPA-001 and LPA-002

State of Mississippi

County: MADISON

Local Public Agency (LPA): CITY OF RIDGELAND

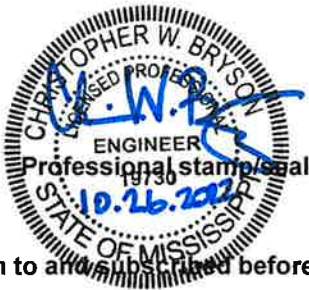
Project Number: STP-0213-00(035) LPA-108013-701000

Project Description: City of Ridgeland Traffic Signal Equipment Safety Improvements

Project Engineer/Architect's Name: CHRISTOPHER W. BRYSON, P.E.

I, CHRISTOPHER W. BRYSON, P.E., hereby verify for the attached estimate on the above listed project that:

- a. All computations have been checked and are correct.
- b. The final total amount allowed to the contractor is accurate and proper.
- c. The last payment to the contractor is the difference between the amount previously paid the contractor and the total amount owed to the contractor.
- d. All quantities listed are accurate and proper.
- e. I understand that payment to the contractor will be based exclusively on my signature on the LPA-001 for which I bear full responsibility.



C.W.B.

Project Engineer/Architect (signature)

Sworn to and subscribed before me this _____ day of _____, _____.

Notary stamp/seal

My Commission Expires: _____

Notary (signature)

LPA PROJECT

CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS

Project No: STP-0213-00(035) LPA-108013-701000 County: MADISON

Prime Contractor: LEWIS ELECTRIC, INC.

Project Engineer: CHRISTOPHER W. BRYSON, P.E.

THIS IS TO CERTIFY THAT PAYMENT HAS BEEN MADE TO THE FOLLOWING SUBCONTRACTING FORMS FOR THE AMOUNT INDICATED FOR WORK PERFORMED OR MATERIALS/SUPPLIES PURCHASED, ON THE REFERENCED PROJECT TO SATISFY THE DBE REQUIREMENTS. *** THIS REPORT IS SUBJECT TO AUDIT ***

Prime Contractor	Date of Payment	Amount Paid This Period	Total Paid to Date
DBE ☒ Yes / ☐ No			

NO Subs

DBE Firm (listed on OCR-481 to meet Project Goal)	Type of Firm	Date of Payment	Amount Paid This Period	Total Paid to Date	Amount of Retainage Withheld	Amount of Retainage Paid	Percent of Retainage Paid	% Sub-Contract Complete

DBE Firm (not listed on OCR-481 to meet Project Goal)	Type of Firm	Date of Payment	Amount Paid This Period	Total Paid to Date	Amount of Retainage Withheld	Amount of Retainage Paid	Percent of Retainage Paid	% Sub-Contract Complete

Non-DBE Firm	Type of Firm	Date of Payment	Amount Paid This Period	Total Paid to Date	Amount of Retainage Withheld	Amount of Retainage Paid	Percent of Retainage Paid	% Sub-Contract Complete

Jeffrey Lewis Russell
Submitted by
President
Title

Total DBE Project Goal: _____

Date: 10/26/22

*** INSTRUCTIONS ***

1. Contractor must submit this report for **EVERY PROJECT** each month to the Project Engineer.
2. If no payments are made this period, submit a negative or no change report to the Project Engineer.
3. The Project Engineer will attach a copy of the OCR-484 to the Monthly Estimate; Project Engineer will submit original to the Office of Civil Rights.
4. Progress estimates will be withheld if Contractor fails to submit OCR-484.
5. Type of firm is either (S) for Supplier, (C) for Contractor, (B) for Bonding, (M) for Miscellaneous, or (CS) for Consultant.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ASSESSMENT REPORT FOR AVAILABLE WORKING DAYS

Date: 10/25/2022
Project No: STP-0213-00(035)/108013701
County: MADISON (45)
PERIOD 8/1/2022 To 8/31/2022

<u>August</u>	1	<u>0</u>	17	<u>0</u>
<u>Month</u>	2	<u>0</u>	18	<u>0</u>
	3	<u>0</u>	19	<u>0</u>
	4	<u>0</u>	20	<u>0</u>
	5	<u>0</u>	21	<u>0</u>
	6	<u>0</u>	22	<u>0</u>
	7	<u>0</u>	23	<u>0</u>
	8	<u>1</u>	24	<u>0</u>
	9	<u>1</u>	25	<u>0</u>
	10	<u>1</u>	26	<u>0</u>
	11	<u>0.5</u>	27	<u>0</u>
	12	<u>0</u>	28	<u>0</u>
	13	<u>0</u>	29	<u>0</u>
	14	<u>0</u>	30	<u>0</u>
	15	<u>0</u>	31	<u>0</u>
	16	<u>0</u>		

TOTAL WORKING DAYS ASSESSED DURING THIS PERIOD	<u>3.5</u>
TOTAL WORKING DAYS PREVIOUSLY ASSESSED	<u>12</u>
TOTAL WORKING DAYS ASSESSED	<u>15.5</u>
TOTAL WORKING DAYS ALLOWED	<u>137</u>
PERCENT COMPLETE	<u>11.31 %</u>

Project Engineer

Original: Contractor
Copies: Project File
District Engineer

FOR CONTRACTOR USE
 Contractor's Signature
I ☒ Agree / ☐ Disagree with the working days assessed during this period. If disagree is marked, please provide a written explanation.
The Contractor shall sign, mark appropriate box above, and return the original to the Project Engineer with a copy to MDOT Construction Division, 401 North West Street, Jackson, MS 39201.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ASSESSMENT REPORT FOR AVAILABLE WORKING DAYS

Date: 10/25/2022
Project No: STP-0213-00(035)/108013701
County: MADISON (45)
PERIOD 9/1/2022 To 9/30/2022

September	1	0	17	0
Month	2	0	18	0
	3	0	19	0
	4	0	20	0
	5	0	21	0
	6	0	22	0
	7	0	23	0
	8	0	24	0
	9	0	25	0
	10	0	26	0
	11	0	27	0
	12	0	28	0
	13	0	29	0
	14	0	30	0
	15	0	31	
	16	0		

TOTAL WORKING DAYS ASSESSED DURING THIS PERIOD

0

TOTAL WORKING DAYS PREVIOUSLY ASSESSED

15.5

TOTAL WORKING DAYS ASSESSED

15.5

TOTAL WORKING DAYS ALLOWED

137

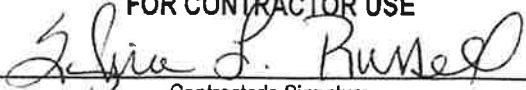
PERCENT COMPLETE

11.31 %

Project Engineer

Original: Contractor
Copies: Project File
District Engineer

FOR CONTRACTOR USE


Contractor's Signature

I ☒ Agree / ☐ Disagree with the working days assessed during this period. If disagree is marked, please provide a written explanation.

The Contractor shall sign, mark appropriate box above, and return the original to the Project Engineer with a copy to MDOT Construction Division, 401 North West Street, Jackson, MS 39201.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ASSESSMENT REPORT FOR AVAILABLE WORKING DAYS

Date: 10/25/2022
Project No: STP-0213-00(035)/108013701
County: MADISON (45)
PERIOD 10/1/2022 To 10/31/2022

October Month	1	<u>0</u>	17	<u> </u>
	2	<u>0</u>	18	<u> </u>
	3	<u>0</u>	19	<u> </u>
	4	<u>1</u>	20	<u> </u>
	5	<u>1</u>	21	<u> </u>
	6	<u>1</u>	22	<u> </u>
	7	<u> </u>	23	<u> </u>
	8	<u> </u>	24	<u> </u>
	9	<u> </u>	25	<u> </u>
	10	<u> </u>	26	<u> </u>
	11	<u> </u>	27	<u> </u>
	12	<u> </u>	28	<u> </u>
	13	<u> </u>	29	<u> </u>
	14	<u> </u>	30	<u> </u>
	15	<u> </u>	31	<u> </u>
	16	<u> </u>		

TOTAL WORKING DAYS ASSESSED DURING THIS PERIOD	<u>3</u>
TOTAL WORKING DAYS PREVIOUSLY ASSESSED	<u>15.5</u>
TOTAL WORKING DAYS ASSESSED	<u>18.5</u>
TOTAL WORKING DAYS ALLOWED	<u>137</u>
PERCENT COMPLETE	<u>13.50 %</u>

Project Engineer

Original: Contractor
Copies: Project File
District Engineer

FOR CONTRACTOR USE
 Contractor's Signature
I ☒ Agree / ☐ Disagree with the working days assessed during this period. If disagree is marked, please provide a written explanation.
The Contractor shall sign, mark appropriate box above, and return the original to the Project Engineer with a copy to MDOT Construction Division, 401 North West Street, Jackson, MS 39201.



TO: Mayor and Board of Aldermen

FROM: Alan Hart, Public Works Director

DATE: September 21, 2022

SUBJECT: Correction to Term Bid – Aggregate, Soil ad Fill Materials, Line Item #12

The Mayor and Board of Aldermen previously awarded the items on Aggregate, Soil and Fill Materials on September 20, 2022. We received an email from James Coleman from Holcim and he stated that he put his bid on the wrong line item. On his bid form he bid \$36.64 on line item #12 for Crushed Concrete, which made him the alternate bidder. He does not sell crushed concrete and he stated he intended to bid on line item #11 Crushed Limestone but put his amount on the wrong line. We would like to correct this and award Crushed Limestone to Holcim in the amount of \$36.64.

We ask that you please approve the correction and we will send out the correct tabulation.

AH/rb

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.L. 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



October 21, 2022

Chris Bryson
City of Ridgeland
P.O. Box 217
Ridgeland, Ms. 39157

Chris,

This letter is in response to our conversation yesterday regarding the pricing of material from our Canton Yard operation. In the bid I bid on crushed concrete by mistake and I should have put my pricing under the Crushed Limestone instead. I would like to inform you that I will honor that pricing I gave for the crushed concrete for our crushed limestone. Your price for the material FOB our Canton Yard is \$ 36.64. Please let me know if there is anything else that I can do for you.

Sincerely,



Jim Coleman

Territory Manager Holcim Inc

136 Marietta Way// Canton Ms.// 39146

CITY OF RIDGELAND, MS
PUBLIC WORKS DEPARTMENT

Project: Annual bid materials and services.
Bids Received: August 26, 2022, 10:00 a.m.
Project: Aggregate, Soil and fill Materials

AMENDED BID FORM 11/1/22

				BIDDER Southern Crushed Concrete Madison, MS		BIDDER Holcim Canton, MS	
ITEM NO.	ITEM DESCRIPTION	PROPOSAL QUANTITY	UNIT ITEM	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	Clay Gravel	50	Ton	N/B	0.00	N/B	0.00
2.	Washed Road Gravel	50	Ton	N/B	0.00	N/B	0.00
3.	River Sand Unwashed & Schreened	50	Ton	N/B	0.00	N/B	0.00
4.	Concrete Sand	50	Ton	N/B	0.00	N/B	0.00
5.	Mason Sand	50	Ton	N/B	0.00	N/B	0.00
6.	Pea Gravel	50	Ton	N/B	0.00	N/B	0.00
7.	Red Sand	50	Ton	N/B	0.00	N/B	0.00
8.	Top Soil	50	Ton	N/B	0.00	N/B	0.00
9.	Red Sugar Sand	50	Ton	N/B	0.00	N/B	0.00
10.	Bedding Material						
(a)	Class B	50	Ton	N/B	0.00	N/B	0.00
(b)	Class C	50	Ton	N/B	0.00	N/B	0.00
(c)	Class C Modified	50	Ton	N/B	0.00	N/B	0.00
11	Crushed Limestone	50	Ton	N/B	0.00	36.64	1,832.00
12	Crushed Concrete	50	Ton	23.50	1,175.00	0.00	0.00
13	100 Pound Rip-Rap	100	Ton	N/B	0.00	43.64	4,364.00
14	200 Pound Rip-Rap	100	Ton	N/B	0.00	43.64	4,364.00

TRUCK ROUTE APPROVAL FORM

City of Ridgeland

1. Destination (Physical Address) 204 Hillside Street
2. Building Permit # _____
3. Number and Type of Trucks 2 Gunite trucks / 1 dump truck
4. Number of estimate loads 6 total loads
5. Purpose of Loads Pool Construction
6. Gross Vehicle Weight Rating and Classification 45-60k pounds
7. Trucking Company Various independent trucks Gulf Pool Pros
Phone # 251-591-4097
8. Trucking Company Address 1475 McKinnell Rd., Mobile AL 36695
9. Start Point(Physical Address) 118 Cedarstone Drive, Madison MS 39110
10. Start Time: 8:00am
11. Expiration Date: 10/25/23
12. Approved Truck Route: Hwy 51 → Lake Harbour → Highland Colony Parkway
Old Agency Parkway → Dismar Crossing → Winemere Way → Hillside St.
* Reverse Route Upon Exit

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

Drew Smith

Building Official City of Ridgeland

Date: 10/25/22

TRUCK ROUTE APPROVAL FORM

City of Ridgeland

1. Destination (Physical Address) 112 Bridgewater Bend
2. Building Permit # _____
3. Number and Type of Trucks 300 Tandem 24 yard
Dump Trucks, 15 trailers
4. Number of estimate loads 300
5. Purpose of Loads clearing trees site work building house pad
6. Gross Vehicle Weight Rating and Classification 35,000 lb - 50,000 lb

7. Trucking Company Various independent trucks K. Barnes Trucking
Phone # 601-941-6418

8. Trucking Company Address 163 Lake Castle Madison 39110

9. Start Point(Physical Address) Flora

10. Start Time: 10/12/22

11. Expiration Date: 11/12/22

12. Approved Truck Route: West Countyline Rd North on N. Livingston
East on Old Agency Rd Patterson Crossing
Bridgewater Bend (reverse to exit)

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

Dan Smith

Building Official City of Ridgeland

Date: 10/13/22



September 27, 2022

The Mayor and Board of Aldermen
City of Ridgeland
P.O. Box 217
Ridgeland, MS 39157

Dear Mayor McGee and Board of Aldermen:

Pursuant to the terms of our contract for collection and disposal of solid waste services. We are submitting for you to review the annual CPI Calculation for the October 1, 2022 rate adjustment. I have included with this letter a copy of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Water, Sewer and Trash. The calculation of the CPI increase is as follows not to exceed 3.6%:

	All Items	
June 2020	260.400	
July 2021	<u>271.925</u>	
Change	4.43%	Increase NTE 3.6%

The rate calculation effective date is October 1, 2022 is as follows:

	Residential	Light Commercial
Current Rate	\$14.60	\$20.40
	<u>.53</u>	<u>.73</u>
New Rate	\$15.13	\$21.13

Your Next invoice will reflect the change along with the adjustment. We are very proud to list the City of Ridgeland as one of our valued customers and look forward to a successful future.

Best Regards,

David Holloway
Public Sector Solutions

City of Ridgeland

MAS Acct 780-14659
City of Ridgeland
Renee Buckner
PO Box 217
304 Highway 51
Ridgeland, MS 39158

Page 17 - Price Adjustments (a)

October 1st Rate Modification Date

Bureau of Labor Statistics, US City Average, Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) - All Items
Index Value Base Year May, Current Year June, 90% of change, maximum of 2.5%

As soon as possible after Rate Modification Date:

- i. Index value on 1st full month prior to commencement of contract
- ii. index value on rate modification date preceding the date of statement
- iii. net percentage change
- iv. lower of 90% of net percentage change or 2.5%
- v. increase or decrease in fees

Current Rates

Households	\$ 14.60
Home PRV	\$ 14.60
Bear Creek	\$ 14.60
CHPU	\$ 20.40

of Units

Households	6,482
Home PRV	383
Bear Creek	28
CHPU	157

Current Charges

Households	\$ 94,637.20
Home PRV	\$ 5,591.80
Bear Creek	\$ 408.80
CHPU	\$ 3,202.80
	\$ 103,840.60

CPI - WST CPI for All Urban Consumers (CPI-U)

- i. CPI - WST All Items 260.400 Index Value 1st full month prior to commencement - June 2021
- ii. CPI - WST 271.925 Index Value on rate modification date preceding date of statement - June 2022
- iii. % Change 4.43% NTE 3.6%

v. Change in Fees - Effective October 1, 2022

	Old Rate	CPI % Increase	Increase Amount	New Rate
Households	\$ 14.60	3.60%	\$ 0.53	\$ 15.13
Home PRV	\$ 14.60	3.60%	\$ 0.53	\$ 15.13
Bear Creek	\$ 14.60	3.60%	\$ 0.53	\$ 15.13
CHPU	\$ 20.40	3.60%	\$ 0.73	\$ 21.13

Households	\$ 15.13	6,482	\$ 98,072.66
Home PRV	\$ 15.13	383	\$ 5,794.79
Bear Creek	\$ 15.13	28	\$ 423.64
CHPU	\$ 21.13	157	\$ 3,317.41

\$ 107,608.50

\$ 3,767.90 Increase/Month

45,214.80 Annual Increase

CPI for All Urban Consumers (CPI-U) Original Data Value

Series Id: CUUR0000SEHG,CUUS0000SEHG

Not Seasonally Adjusted

Series Water and sewer and trash collection services in U.S.

Area: U.S. city average

Item: Water and sewer and trash collection services

Base: DECEMBER 1997=100

Period:

Years: 2012 to 2022

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2012	183.984	185.499	186.280	187.473	187.788	188.489	189.750	191.927	191.833	192.370	192.921	193.237		
2013	194.553	195.505	195.981	196.319	196.727	196.989	198.173	198.736	198.804	199.759	200.004	200.203		
2014	201.169	202.149	202.657	203.084	203.124	203.396	205.022	206.171	206.363	207.633	208.562	209.414		
2015	210.243	211.397	211.738	212.153	212.542	212.863	213.873	215.844	216.173	216.380	217.004	217.386		
2016	218.370	219.036	219.649	220.506	221.360	221.396	221.358	222.554	223.111	223.420	224.399	224.745		
2017	226.411	227.277	227.553	228.133	228.396	228.599	229.008	229.772	230.142	230.614	231.522	231.842		
2018	232.977	233.858	234.215	235.141	235.878	236.493	237.186	238.439	238.512	238.936	241.774	242.204	234.760	239.509
2019	241.606	242.011	242.611	243.490	243.774	244.322	244.943	245.549	245.903	246.741	247.364	247.567	242.969	246.345
2020	248.846	249.751	250.359	250.673	250.921	251.435	252.401	253.974	254.266	254.781	255.650	256.456	250.331	254.588
2021	257.722	258.763	259.204	259.581	259.542	260.400	261.706	262.810	263.747	264.278	264.580	265.365	259.202	263.748
2022	268.128	269.521	269.621	270.419	270.844	271.925							270.076	
	4.04%	4.16%	4.02%	4.18%	4.35%	4.43%								

2. **TERM**

The term of this Agreement shall begin October 1, 2020, ("Commencement Date") and continue through September 30, 2026; provided however, that the term of this Agreement may be extended for up to four (4) one year terms upon the mutual agreement of the parties expressed in writing before the termination of the then current Agreement.

10. **COMPENSATION**

As compensation for this service, the City shall pay to the Contractor the sum of Thirteen and 90/100 Dollars (\$13.90) per Residential Unit eligible to receive garbage and refuse collection under the terms of this Agreement and the sum of Nineteen and 50/100 Dollars (\$19.50) for each Light Commercial Entity eligible to receive the services described in Section 3 herein. The current cost of disposal tipping fees is included in these fees.

The rates for service to municipal facilities is set forth in Exhibit A.

The Compensation payable by the City to the Company shall be annually adjusted by the same percentage as the Consumer Price Index for Water, Sewer, and Trash CPI, Not Seasonally Adjusted, All Areas, WST CPI ("C.P.I.") shall have increased or decreased

5

during the preceding twelve months; provided, however, no single annual adjustment shall exceed three and 6/10 percent (3.6%). In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision. The initial rate adjustment shall take effect on the first anniversary date of the Commencement Date, and rate adjustments for succeeding contract years shall take effect on the successive anniversary dates of the Commencement Date during each succeeding year throughout the term hereof. Monthly payments due by the City to the Company shall be adjusted to compensate for such annual rate increases.

Contractor shall be entitled to an increase in compensation to offset any increase in disposal and fuel costs or landfill fees should the Contractor pay such fees. Documentation of such increases shall be submitted to the City at its request. The Contractor also shall be entitled to an increase in its service rate to offset any increased costs associated with longer haul distance if the City designates an alternate transfer station or landfill for disposal. In addition, in the event Contractor becomes liable for or is required to collect and/or pay any governmental tax or surcharge upon collection or disposal of such garbage and solid waste, such tax or surcharge shall be the responsibility of the City to be paid along with Contractor's normal monthly compensation.



police department

October 25, 2022

TO: Mayor & Board of Alderman
FROM: Brian Myers, Chief of Police 
SUBJECT: Budget Amendment-Investigative Fee

Please receive check #1563 in the amount of \$620.00 made payable to the Ridgeland Police Department. This is reimbursement for investigative fees from the Defendant Morgan Alexander for \$150.00 (RPD Case # 2019003851) and Angela Thornhill for \$470.00 (RPD Case #2018011495).

I am requesting this reimbursement totaling \$620.00 be deposited into account 001-000-333 (Investigative Fees).

Date Received	Amount	Defendant(s)
10/25/2022	\$150.00	Morgan Alexander
10/25/2022	\$470.00	Angela Thornhill

I am additionally requesting the following budget transfer:

Transfer \$620.00 from account 001-000-333 (Investigative Fees) to account 001-100-540 (Operating Supplies)

Your consideration and approval of this request will be 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 • Brian Myers - 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



police department

October 25, 2022

TO: Mayor & Board of Aldermen

From: Brian Myers, 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 Sidney Hughes, Officer Michael Rafidi, and Officer Ryan Stacy have been appointed as Deputy Court Clerk.

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

CC: Michele Wallace, Court Clerk

Attachments (3)

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

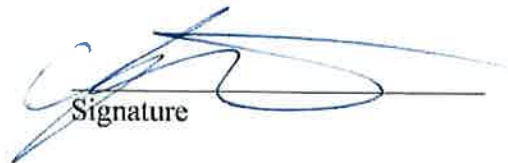
Gene F. McGee, cmo - mayor • Brian Myers - chief of police
board of aldermen: D.I. Smith, cmo - at-large • Ken Heard, cmo - ward 1 • Chuck Gautier, cmo - ward 2
Kevin Holder, cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Bill Lee - ward 5 • Wesley Hamlin, cmo, mayor pro tempore - ward 6

OATH OF OFFICE

STATE OF MISSISSIPPI

COUNTY OF MADISON

I, RYAN A Stacy, 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 11 day of October, 2022.


MUNICIPAL COURT JUDGE


Witness



OATH OF OFFICE

STATE OF MISSISSIPPI

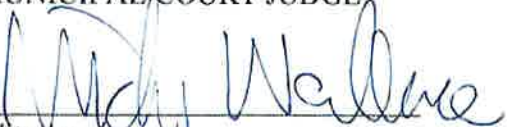
COUNTY OF MADISON

I, Sidney Cole Hughes, 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 October, 2022.


MUNICIPAL COURT JUDGE


Witness



OATH OF OFFICE

STATE OF MISSISSIPPI

COUNTY OF MADISON

I, Michael Bufici, 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 October, 2022.


MUNICIPAL COURT JUDGE

Michael Wallace
Witness



October 25, 2022

The Honorable Gene McGee
Mayor of Ridgeland
100 West School Street
Ridgeland, Mississippi 39157

Dear Mayor McGee and Board of Alderman:

Please consider this letter as an official request for the re-appointment of Todd Leach, General Manager of the Springhill Suites in Ridgeland, to represent the hotel/lodging industry on the Board of Directors for the Ridgeland Tourism Commission. The term Mr. Leach will serve is November 2022 to November 2025.

Todd Leach has been a loyal board member the last three years, offering his time and expertise at any given request. His years of management experience has been an asset to the Ridgeland Tourism Commission and the Board of Directors. Mr. Leach offers a proven track record of leadership for our industry. We are pleased with this nomination and hope to continue working with him.

Please contact me with any questions or concerns.

Sincerely,

Chris Chapman

Chris Chapman
President/CEO



DATE: OCTOBER 26, 2022
TO: MAYOR & BOARD OF ALDERMEN
FROM: PAULA TIERCE, CITY CLERK/HR DIRECTOR
RE: SEWER ADJUSTMENTS

The following accounts are entitled to sewer adjustments and I recommend approval of same:

09-6102-00	206 Hidden Creek Circle	\$79.00
09-6108-01	220 Hidden Creek Circle	\$98.75
06-1690-01	150 Mill Cove	\$47.40
03-3915-00	169 Trace Ridge	\$19.75
01-2375-00	611 S Pear Orchard	\$758.40
08-2600-03	1966 Lincolnshire	\$294.28
01-3315-06	215 Wanut Ridge	\$3.95

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



MAINTENANCE AGREEMENT FOR BUILDING ENVIRONMENTAL SYSTEMS

Proposal Date	Proposal Number	Agreement No.
08/09/2022	PC6995AD	

BY AND BETWEEN:

STAR SERVICE, INC. OF JACKSON
P.O. BOX 720339
BYRAM, MS 39272

AND

CITY OF RIDGELAND
100 W SCHOOL ST
RIDGELAND, MISSISSIPPI 39157

hereinafter CONTRACTOR

hereinafter CUSTOMER

SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):

CITY OF RIDGELAND, MS

Contractor will provide the services described in the maintenance program indicated below, which are attached hereto and made a part of this Agreement, in accordance with the terms and conditions set forth on the following maintenance program pages.

MAINTENANCE PROGRAM:

Customized Professional Maintenance IV

and associated Terms and Conditions

AGREEMENT coverage will commence on October 01, 2022 (date). The AGREEMENT price is \$51,240.00 per year, payable \$4,270.00 per Month in advance beginning on the effective date of October 01, 2022.

This AGREEMENT price will be \$51,240.00 per Annual from October 01, 2022 (date) through September 30, 2023 (date).

IN WARRANTY ONLY: During the warranty, the AGREEMENT price will be _____ per _____. It is understood that the warranty expires on _____(date).

SCHEDULES INCLUDED:

4-Special Services/Provisions

1-Inventory of Equipment

2-Air Filter Service

3-Water Treatment Service

This proposal is the property of Contractor and is provided for Customer's use only. Contractor guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This proposal will become a binding Agreement only after acceptance by Customer and approved by an officer of Contractor as evidenced by their signatures below. This Agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein. This annual Agreement shall continue in effect from year to year unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date.

CONTRACTOR

Adam R Davis

Signature (Sales Representative)

Adam Davis

CUSTOMER

Signature (Authorized Representative)

Approved For Contractor

Stan Rasberry

Signature

Stan Rasberry VP / General Manager

Name & Title

08-09-2022

Date

Name (Print/Type)

Title

Date



CUSTOMIZED PROFESSIONAL MAINTENANCE PROGRAM IV

Proposal Date	Proposal Number	Agreement No.
08/09/2022	PC6995AD	

CONTRACTOR WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON SCHEDULE 1 (INVENTORY OF EQUIPMENT):

TEST AND INSPECT:

Job labor, travel labor and travel expenses required to visually inspect and test equipment to determine its operating condition and efficiency.

- Testing for excessive vibration, motor winding resistance; refrigerant charge; fan RPM; refrigerant oil (acid); water condition; flue gas analysis; safety controls; combustion and draft; crankcase heaters; control systems, etc.
- Inspecting for worn, failed or doubtful parts; mountings; drive couplings; oil level; rotation; soot; flame composition and shape; pilot and ignitor; steam, water, oil, and/or refrigerant leaks, etc.

PREVENTIVE MAINTENANCE:

Job labor, travel labor, and travel expenses required to:

- CLEANING condenser coil surfaces; fan blades and housings.
- TIGHTENING electrical connections; mounting bolts; pipe clamps. refrigerant piping fittings; damper sections, as needed.
- ADJUSTING belt tension; controls set points.
- LUBRICATING motor and fan bearings.

EQUIPMENT CONDITION REPORT:

A detailed report will be written outlining any deficiencies or potential problems with you HVAC systems. A quotation on any repair work needed will be submitted for your approval before any repairs are made.

FREQUENCY OF SERVICE:

Star Service, Inc. of Jackson will provide the above services quarterly (4 times per year).

FILTER SERVICE:

Filter service will be provided quarterly, (4 times per year) as stated in Schedule 2. (See Special Provisions, Schedule 4).

CONTROLS FOR CITY HALL (BUILDING AUTOMATION SYSTEM)

Job labor, travel labor, and travel expenses required to inspect, review, and install system software updates



CUSTOMIZED PROFESSIONAL MAINTENANCE PROGRAM IV

Proposal Date	Proposal Number	Agreement No.
08/09/2022	PC6995AD	

during (2) onsite visits. Each site visit will consist of the following:

Provide and install software updates for the web-based building controller and all unit controllers as needed annually

Alarm log review

Schedule review

Override review

Review of trends for RTU and VAV boxes

Check all wall temperature sensors and record battery condition and signal strength

Check wiring connections in building controller panel and clean enclosure

Review all findings with customer

8 hours of remote review and/or customer assistance will be provided via the secure remote access portal that is in place for the web-based controller.



CUSTOMIZED PROFESSIONAL MAINTENANCE PROGRAM IV TERMS AND CONDITIONS

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during Contractor's normal working hours.
2. In case of any failure to perform its obligations under this Agreement, Contractor's liability is limited to repair or replacement at its option and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse, and shall not extend beyond the term of this Agreement.
3. The annual Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs, Contractor may either remove the unacceptable system(s), component(s) or part(s) from its scope of responsibility and adjust the annual Agreement price accordingly or cancel this Agreement.
4. The annual Agreement price is subject to adjustment on each commencement anniversary to reflect increases in labor, material and other costs.
5. Customers shall be responsible for all taxes applicable to the service and/or materials hereunder.
6. Customer will promptly pay invoices within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
7. This Agreement applies only to the maintainable portions of the system(s). Repair or replacement of non-maintainable parts such as duct work, boiler shell and tubes, cabinets, boiler refractory material, main power service and electrical wiring, piping, tube bundles, valve bodies, coils, structural supports, oil storage tanks and other similar items are excluded.
8. Any alteration to, or deviation from, this Agreement involving extra work, cost of material or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement.
9. Contractor will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
10. This Agreement does not include responsibility for design of the system, obsolescence, safety test, removal and reinstallation of valve bodies and dampers, repair or replacement necessitated by freezing weather, electrical power failure, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s), negligence of others (including Customer), failure of Customer to properly operate the system(s), requirements of governmental, regulatory or insurance agencies, or other causes beyond control of Contractor.
11. Customer shall permit only Contractor's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Contractor's personnel perform such work, Contractor may, at its option, cancel this Agreement or eliminate the involved item of equipment from inclusion in this Agreement.
12. In the event Contractor must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
13. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
14. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
15. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agents and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or in directly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
16. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) and/or Safety Data Sheets (SDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
17. Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Contractor's work under this agreement.
18. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
19. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

Equipment Inventory

City of Ridgeland HVAC Equipment

MAKE	MARK #	LOCATION	MODEL		
TRANE	UNIT 7	CITY HALL	TZD210F4R0C0YKG		
TRANE	UNIT 8	CITY HALL	TZD210F4R0C0YKG		
TRANE	UNIT 9	CITY HALL	TCD420B40Y9B2E		
TRANE	UNIT 10	CITY HALL	TCD420B40Y9B2E		
MITSUBISHI	UNIT 2	CITY HALL	PUZ-A24NHA7		
MITSUBISHI	UNIT 3	CITY HALL	PUZ-A24NHA7		
MITSUBISHI	UNIT 1	CITY HALL	TUMYP0481AK42NA		
TRANE	UNITS 11-67	CITY HALL	VCEF		
COOK	UNITS 4,5,6	CITY HALL	120PR/101ACE/90ACF		
TRANE	UNIT 48	LIBRARY	TTA0364300B0		
TRANE	UNIT 49	LIBRARY	TTA0364300B0		
GOODMAN	UNIT 50	LIBRARY	GSC130481		
TRANE	UNIT 51	LIBRARY	TTA060A300B0		
TRANE	UNIT 52	LIBRARY	TTA060A300B0		
TRANE	UNIT 53	LIBRARY	TTA060A300B0		
TRANE	UNIT 47	LIBRARY	TTA060A300B0		
TRANE	UNIT 1	POLICE DEPT	RTAA80		
TEMPROL	UNIT 2	POLICE DEPT	WF-BT-37		
TACO	UNIT 3	POLICE DEPT	4VN184TTFR4050AN		
TACO	UNIT 4	POLICE DEPT	4VN184TTFR4050AN		
RAYPAK	UNIT 5	POLICE DEPT	43-1336		
TACO	UNIT 6	POLICE DEPT	V12508		
TACO	UNIT 7	POLICE DEPT	V12508		
MCQUAY	UNIT 8	POLICE DEPT	VP59A0107		
GREENHECK	UNIT 9	POLICE DEPT	850-200-20		
YORK	UNIT 10	POLICE DEPT	81HA036A25A		
GREENHECK	UNIT 11	POLICE DEPT	GB-120-4X-QD		
GREENHECK	UNIT 12	POLICE DEPT	GB-90-4X-OD-R4		
GREENHECK	UNIT 13	POLICE DEPT	GB-90-4X-OD-R4		
GREENHECK	UNIT 14	POLICE DEPT	GB-160-5X-QD		
GREENHECK	UNIT 15	POLICE DEPT	GB-140-5X-QD		
N/A	16-46	POLICE DEPT	N/A REHEAT COILS		
TPI CORP	UNIT 47	POLICE DEPT	F1FS103CAIN		
GREENHECK	UNIT 48	POLICE DEPT	RSEP-90-4		
GREENHECK	UNIT 49	POLICE DEPT	CSP-252		
MCQUAY	UNIT 50	POLICE DEPT	VP59A0107		
GREENHECK	UNIT 51	POLICE DEPT	BSQ-120-5		
GREENHECK	UNIT 52	POLICE DEPT	SQ120-B		
TRANE	UNIT 53	POLICE DEPT	TSC036A3R0A1L		
YORK	UNIT 30	COURT	M1DB076SCB		
CARRIER	UNIT 31	COURT	PA10JA024-C		

Equipment Inventory

TRANE	UNIT 32	COURT	TTA048A300AD		
TRANE	UNIT 33	COURT	TTA048A300AD		
TRANE	UNIT 34	COURT	TTA048300A0		
YORK	UNIT 35	COURT	H2DB048525A		
TRANE	UNIT 36	COURT	TTA048A300A0		
N/A	UNIT 37	COURT	N/A		
N/A	UNIT 38	COURT	N/A		
N/A	UNIT 39	COURT	N/A		
N/A	UNIT 40	COURT	N/A		
N/A	UNIT 41	COURT	N/A		
N/A	UNIT 42	COURT	N/A		
N/A	UNIT 43	COURT	N/A		
N/A	UNIT 44	COURT	N/A		
TRANE	UNIT 66	COURT	TTB724A100A1		
CENT ENVIR	UNIT 21	PUBLIC WORKS	HAMC-T048SA		
CENT ENVIR	UNIT 22	PUBLIC WORKS	PKED23N600IA		
GRAINGER	UNIT 23	PUBLIC WORKS	4LX46B		
GRAINGER	UNIT 24	PUBLIC WORKS	ELX46A		
GRAINGER	UNIT 25	PUBLIC WORKS	3E227E		
GRAINGER	UNIT 26	PUBLIC WORKS	4LX46A		
GRAINGER	UNIT 27	PUBLIC WORKS	4LX46A		
GRAINGER	UNIT 28	PUBLIC WORKS	4LX46A		
MANTOWOC	UNIT 29	PUBLIC WORKS	SD0852A		
GIBSON	UNIT 71	PUBLIC WORKS	GAM155A1N1		
YORK	UNIT 4	P/W STREET DEPT	H4DB048S06A		
DAYTON	UNIT 6	P/W STREET DEPT	4LX/A56A		
DAYTON	UNIT 7	P/W STREET DEPT	4LX/A56A		
HOSHIZAKI	UNIT 8	P/W STREET DEPT	KM-515MAH		
CARRIER	UNIT 10	CENT FIRE STA	38TG060510		
CARRIER	UNIT 11	CENT FIRE STA	38TG060510		
CARRIER	UNIT 12	CENT FIRE STA	38TG060510		
STERLING	UNIT 13	CENT FIRE STA	OVF-200S		
STERLING	UNIT 14	CENT FIRE STA	OVT-200S		
MANITOWOC	UNIT 70	CENT FIRE STA	OD0212A		
LENNOX	UNIT 15	FIRE STA 2	HS18-511-4T		
LENNOX	UNIT 16	FIRE STA 2	HS18-511-4P		
CARRIER	UNIT 17	FIRE STA 2	52BQA309301AA		
JANITORL	UNIT 18	FIRE STA 2	N/A		
JANITORL	UNIT 19	FIRE STA 2	RZUDAP0755000		
MANITOWOC	UNIT 20	FIRE STA 2	QD0212A		

Equipment Inventory

TRANE	UNIT 1	FIRE STA 3	TTB060C100B1		
TRANE	UNIT 2	FIRE STA 3	TTB048C100A1		
MODINE	UNIT 3	FIRE STA 3	N/A		
MODINE	UNIT 4	FIRE STA 3	N/A		
GREENHECK	UNIT 5	FIRE STA 3	SBF-1H30-5		
GREENHECK	UNIT 6	FIRE STA 3	CUBF-140-G		
GREENHECK	UNIT 7	FIRE STA 3	08-GTSW-21-10-T		
MANITOWOC	UNIT 8	FIRE STA 3	QM45A		
YORK	UNIT 1	FIRE STA 4	H1RA048S25G		
YORK	UNIT 2	FIRE STA 4	H1RA048S25G		
YORK	UNIT 3	FIRE STA 4	H1RA024S060		
YORK	UNIT 4	FIRE STA 4	H1RA024S060		
HEAT CONTROL	UNIT 5	FIRE STA 4	A-HMH12AS		
HEAT CONTROLLER	UNIT 6	FIRE STA 4	A-HMH12AS		
RE-VERBER-RAY	UNIT 7	FIRE STA 4	DX2-20-100N		
RE-VERBER-RAY	UNIT 8	FIRE STA 4	DX2-20-100N		
RE-VERBER-RAY	UNIT 9	FIRE STA 4	DX2-20-100N		
GREENHECK	UNIT 11	FIRE STA 4	GHEW-450-5		
GREENHECK	UNIT 12	FIRE STA 4	CUBE-101-4-6		
GREENHECK	UNIT 13	FIRE STA 4	SP-8150-QD		
GREENHECK	UNIT 14	FIRE STA 4	SP-8150-QD		
GREENHECK	UNIT 15	FIRE STA 4	SP-8150-QD		
GREENHECK	UNIT 16	FIRE STA 4	SP-8150-QD		
GREENHECK	UNIT 17	FIRE STA 4	SP-A390-QD		
GREENHECK	UNIT 18	FIRE STA 4	SP-A510-QD		
GREENHECK	UNIT 19	FIRE STA 4	8SD-140-10		
GREENHECK	UNIT 20	FIRE STA 4	BSQ90-3		
GREENHECK	UNIT 21	FIRE STA 4	SBE-1H20-3		
GREENHECK	UNIT 22	FIRE STA 4	A1410-QD		
GREENHECK	UNIT 23	FIRE STA 4	SP-A290-D		
MANITOWOC	UNIT 24	FIRE STA 4	QD0212A		
TRANE	UNIT 1	FREEDOM RIDGE	TTB024C100A2		
MITSUBISHI	UNIT 2	FREEDOM RIDGE	NAXSEL24A112AA		
MITSUBISHI	UNIT 3	FREEDOM RIDGE	NAXSEL18A112AB		
MITSUBISHI	UNIT 4	FREEDOM RIDGE	NTXMMX36A142AA		
MITSUBISHI	UNIT 5	FREEDOM RIDGE	MU12NN2		
COMFORT AIRE	UNIT 6	FREEDOM RIDGE	HMH30AS		
SAMSUNG	UNIT 7	FREEDOM RIDGE	MH080FXCA4A		
SAMSUNG	UNIT 8	FREEDOM RIDGE	MH023FNCA		
SAMSUNG	UNIT 9	FREEDOM RIDGE	MH026FNCA		
SAMSUNG	UNIT 10	FREEDOM RIDGE	NJ052MHXCA		
MANITOWOC	UNIT 11	FREEDOM RIDGE	QD0452A		
MANITOWOC	UNIT 12	FREEDOM RIDGE	QD0602A		
MANITOWAC	UNIT 1	TENNIS CENTER	GD0602A		
YORK	UNIT 2	TENNIS CENTER	E1FB090A25A		
YORK	UNIT 3	TENNIS CENTER	E1B030S06A		
RHEEM	UNIT 61	RESERVOIR LODGE	RAWL-121CAZ		
INTER-CITY	UNIT 62	RESERVOIR LODGE	CAB120SNHAAA100HA1		
LENNOX	UNIT 63	RESERVOIR LODGE	B3-1350-FW		

Equipment Inventory

PAYNE	UNIT 64	RESERVOIR LODGE	PG8UAA066111		
N/A	UNIT 65	RESERVOIR LODGE	N/A		
MANITOWOC	UNIT 68	RESERVOIR LODGE	JB020A		



Air Filter Schedule

CONTRACTOR WILL FURNISH AND INSTALL AIR FILTER MATERIAL(S) AS LISTED BELOW:

Unit	Qty	Changes Per Year	Filter Type Description
Split Systems			

Star Service Inc. of Jackson will provide Quarterly Filter Service to all HVAC equipment covered under the agreement.

THE SERVICES DESCRIBED ABOVE BY THE TERMS AND CONDITIONS OF THE PROGRAM OF WHICH THIS SCHEDULE IS PART.

If this program is terminated, Contractor reserves the right to remove Contractor's frames.

*Should experiences show that more of less frequent media changes are required, the Agreement price will be adjusted based on Contractor's rate then in effect.



Water Treatment Service

Proposal Date	Proposal Number	Agreement No.
08/09/2022	PC6995AD	

CONTRACTOR WILL PROVIDE A WATER TREATMENT PROGRAM FOR THE FOLLOWING SYSTEM(S):

SUPPLIES AND MATERIALS: Contractor will provide all monitoring equipment and non-polluting, biodegradable chemicals necessary to maintain proper water condition(s).

PREVENTIVE MAINTENANCE: A professionally designed and directed water treatment program for control of scale, corrosion, and biological fouling will be provided to preserve the equipment, maximize its efficiency, minimize maintenance requirements, and minimize system(s) or equipment malfunction(s). Contractor will regularly examine, test and adjust all water treatment feeding equipment and perform periodic water analyses. After each service call, a detailed completed Service Report will be provided for Customer's review, approval signature and records.

THE SERVICES DESCRIBED ABOVE ARE GOVERNED BY THE TERMS AND CONDITIONS OF THE PROGRAM OF WHICH THIS SCHEDULE IS A PART.

NOTE: All monitoring and chemical feeding equipment provided by the Contractor is, and will remain, the property of the Contractor. Contractor will maintain this equipment to assure proper working order.

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Special Services/Provisions

Proposal Date	Proposal Number	Agreement No.
08/09/2022	PC6995AD	

CPM Special Provisions

1. All units and corresponding controls will be labeled, and all reports and equipment tasking will refer to these numbers.
2. Star Service, Inc. of Jackson will provide filter materials and labor necessary to perform filter service in accordance with Schedule 2. If environmental conditions require an increase of filter frequency, Star Service will adjust the agreement price, accordingly, pending customer's approval.
3. Star Service, Inc. will comply with all SAFETY and SECURITY RULES and REGULATIONS.
4. Star Service, Inc. will provide Refrigerant Tracking and Recording as required by law, if Star Service, Inc. will be the only HVAC contractor providing service for this customer
5. Star Service, Inc. will provide Priority Emergency Service 24hrs./7days, with a (2) hour response (Labor Rates Apply).
6. All extra work "outside the scope" of the contract will be performed at Star's effective rates or quoted.
7. All condenser coils will be washed annually. Evaporator coil cleaning will be excluded from the agreement.

Preferred Customer Labor rates:

\$90.00 per hour regular time (7:30 am – 4:30 pm Monday thru Friday)

\$135.00 per hour overtime (4:30 pm – 7:30 am Monday thru Friday, and all-day Saturday, Sunday, and Holidays)

Vehicle charge: \$30.00 per emergency service call

8. **Covid 19:** OWNER and SERVICE CONTRACTOR acknowledge that at the time that the Agreement was executed the COVID 19 pandemic was severely impacting the location where the services will be performed. As a result, Federal, State and Local guidelines

Special Services/Provisions

Proposal Date	Proposal Number	Agreement No.
08/09/2022	PC6995AD	

And requirements have been and will continue to be imposed and modified, which may impact the timing and cost of the services under the Agreement. Consequently, OWNER and SERVICE CONTRACTOR agree that: (1) OWNER and SERVICE CONTRACTOR will both use commercially reasonable efforts with respect to the services under the Agreement; (2) OWNER and SERVICE CONTRACTOR and their respective employees, agents and representatives will comply with applicable Federal, State and Local government quarantines, shelter in place orders, regulations, executive orders and/or directives, including but not limited to any recommendations or requirements of the Centers for Disease Control, U.S. Department of Labor, U.S. Department of Health and Human Services, and/or any comparable State or Local agencies (collectively, "COVID 19 Requirements"); (3) OWNER and SERVICE CONTRACTOR will both use commercially reasonable efforts to keep each other informed of pertinent updates or developments regarding their obligations to comply with COVID 19 Requirements; and (4) if SERVICE CONTRACTOR's performance of the services under the Agreement is delayed, suspended and/or effected by COVID 19 Requirements and/or by the impacts of the COVID 19 pandemic, SERVICE CONTRACTOR shall be entitled to adjustments to the schedule and/or the prices under the Agreement, provided SERVICE CONTRACTOR notifies OWNER within a reasonable period of time after SERVICE CONTRACTOR learns of the delay, suspension and/or effect.

9. In the event of significant price increase of material occurring during the performance of the contract through no fault of the Contractor, the contract sum, time of performance, and contract requirements shall be equitably adjusted. A change in price of an item of material shall be considered significant when the price of an item increases (3) percent or greater between the commencement date of this contract and the commencement anniversary date as stated in this contract

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF
RIDGELAND, MISSISSIPPI, DETERMINING THAT THE CITY OF RIDGELAND
IS WITHOUT JURISDICTION TO CALL A REFERENDUM VOTE
FOR ALLOWING THE CULTIVATION, PROCESSING, SALE AND/OR
DISTRIBUTION OF MEDICAL CANNABIS AND CANNABIS PRODUCTS**

WHEREAS, the Mississippi Legislature passed the Mississippi Medical Cannabis Act legalizing the cultivation, processing, sale and distribution of medical cannabis and cannabis products; and

WHEREAS, the Mississippi Medical Cannabis Act allows the governing authorities of municipalities to hold a vote whether to opt out of allowing the cultivation, processing, sale and/or distribution of medical cannabis and cannabis products; and

WHEREAS, as provided by the Mississippi Medical Cannabis Act, the Mayor and Board of Aldermen provided notice of their intent to hold a vote regarding opting out of allowing the cultivation, processing, sale and/or distribution of medical cannabis and cannabis products; and

WHEREAS, the City of Ridgeland did vote to opt out of the cultivation, processing, sale and/or distribution of medical cannabis and cannabis products; and

WHEREAS, a Petition was submitted by the Healthcare Freedom Network to the City of Ridgeland to call a referendum vote to make the cultivation, processing, sale and/or distribution of medical cannabis and cannabis products legal in the City; and

WHEREAS, upon receipt of the Petition, the City Clerk reviewed the Petition to verify that the signatures were from registered voters of the City of Ridgeland and that their address and signature matched the address and signature on the Statewide Elections Management System (SEMS); and

WHEREAS, Mississippi law requires the governing authorities of municipalities to determine whether the signatures contained on the Petition were of qualified electors residing in

the city, and whether the Petition contains the sufficient number of verified signatures for the city to call a referendum vote; and

WHEREAS, on September 20, 2022, the Mayor and Board of Aldermen were presented with the City Clerk's Certificate for the Petition to call a referendum and voted to accept the City Clerk's Certificate finding that the Petition did not meet the required 1,500 verified signatures for the City of Ridgeland to call a referendum vote to make the cultivation, processing, sale and/or distribution of medical cannabis and cannabis products legal in the City;

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN FOR THE CITY OF RIDGELAND, MISSISSIPPI, as follows:

1. The City Clerk examined the Petition and the Statewide Elections Management System (SEMS) to verify the signatures on the Petition.
2. The 1,500 signatures required by the Mississippi Medical Cannabis Act to call a referendum vote were not met because the addresses and signatures on the Petition did not match the addresses and signatures on the Statewide Elections Management System (SEMS).
3. The City of Ridgeland is without jurisdiction to call a referendum vote to make the cultivation, processing, sale and/or distribution of medical cannabis and cannabis products legal in the City.
4. The required jurisdictional finding was implicit in the vote to accept the City Clerk's Certificate at the September 20, 2022, meeting of the Mayor and Board of Aldermen.

SO RESOLVED, this the ____ day of November 2022.

CITY OF RIDGELAND, MISSISSIPPI

BY: _____
Gene F. McGee, Mayor

ATTEST

Paula Tierce, City Clerk

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

A meeting of the Zoning Board of the City of Ridgeland, Mississippi (the "Board") was duly called, held, and conducted on Thursday, October 20, 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:

Larry Miller
Don Roberts
Bernie Giessner
Michelle Caballero
Judy Rice

Absent:

Drew Malone
Tabatha Baum
Theresa Kennedy

Also present:

Zachary L. Giddy and Andrew J. Garza, Attorneys
Jordan Lohman, City of Ridgeland

* * * * *

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

Bernie Giessner led the Pledge of Allegiance and Larry Miller opened the meeting with prayer.

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

1. Call to Order/Invocation.

2. Adoption of Minutes.
3. Withdrawal of Petition and Application for Dimensional Variance Permit for **Bill Croswell (Craft Croswell)** – *Petitioner*

Property Address/Description:
116 Ridgeland Plaza

Tax Parcel No:
072I-30C-038/00.00, 072I-30C-036/00.00, 072I-30C-035/00.00
(September 22, 2022)
4. Public Hearing for Petition and Application for Conditional Use Permit for **Bruce Patel (C-Store)** – *Petitioner*

Property Address/Description:
NE Corner of Harbour Pointe Crossing and Old Canton Road

Tax Parcel No:
072H-33B-142/03.00, 072H-33B-142/02.00
(October 20, 2022)
5. Old Business/New Business.
6. Adjourn

The Board next considered the Minutes of the July 21, 2022, meeting. Larry Miller moved to approve the minutes as written. The motion was seconded by Michelle Caballero and approved unanimously.

The Board next considered the Minutes of the September 22, 2022, meeting. Michelle Caballero moved to approve the minutes as written. The motion was seconded by Larry Miller and approved unanimously.

Public Hearing for Petition and Application for Dimensional Variance Permit for Bill Croswell (Craft Croswell)

It was next announced that Item 3 on the agenda is the Petition and Application for Dimensional Variance Permit for Bill Croswell for property located at 116 Ridgeland Plaza in the City of Ridgeland was withdrawn by Petitioner. No action taken.

Public Hearing for Petition and Application for Conditional Use Permit for Bruce Patel (C-Store)

Mr. Bernie Giessner opened the Public Hearing on the Petition and Application for Conditional Use Permit for Bruce Patel (C-Store) for a parcel of land containing 1.91 acres, more or less, subject property being located northeast of the intersection of Old Canton Road and Harbour Pointe Crossing and situated in the NW Quarter of the NW Quarter of Section 33, T7N, R2E in the City of Ridgeland. The property is on southwest corner across from Freshway Produce. The subject property is presently zoned C-2A. Mr. Stephen Baldwyn appeared and spoke on behalf of the Petition confirming notice was sent. Mr. Baldwyn addressed the Zoning Board and spoke regarding Petitioner's request for a conditional use to allow Petitioner to construct and operate a gas station with convenience store and liquor store on the subject property in the C-2A zoning district. There was discussion and concerns by the Commissioners over only point of ingress and egress being on Old Canton Road. In answering further questions by Commissioners, Mr. Baldwyn stated that Petition intends that the business will close at 10:00 p.m. but that service area will be open access 24/7 with eight double pumps (16 total pumps). Mr. Baldwyn further stated that Petitioner has plan for future tenant to be a liquor store.

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

Chairman Bernie Giessner closed the Public Hearing and called for a vote on the Petition. On motion by Ms. Rice and seconded by Ms. Caballero, the Board voted unanimously to recommend to the Mayor and Board of Aldermen that they approve a conditional use to allow Petitioner construct and operate a gas station with convenience store and liquor store on the subject property in the C-2A zoning district.

OLD BUSINESS

None.

NEW BUSINESS

Ms. Rice expressed her concerns regarding the elimination of the maximum density for residential, and the need for reinstatement. Ms. Caballero agreed. There was discussion had. No action taken.

Ms. Caballero recommended the need to move liquor stores to a conditional use permit. There was discussion had. No action taken.

There was no further business to be presented.

ADJOURN

Ms. Caballero moved that the meeting be adjourned. The motion was seconded by Ms. Rice and approved unanimously.

WITNESS OUR HANDS, this the _____ day of _____, 2022.

BERNIE GIESSNER, Chairman

MICHELLE CABALLERO, Vice Chairman/Secretary