

**MEETING OF THE
MAYOR AND BOARD OF ALDERMAN OF THE
CITY OF RIDGELAND, MISSISSIPPI
October 7, 2014
6:00 PM**

INVOCATION

PLEDGE OF ALLEGIANCE

CONSIDERATION OF MINUTES FROM PRIOR BOARD MEETING

Approve Minutes of September 16, 2014 Board of Aldermen's Meeting

CONSIDERATION OF MINUTES FROM PRIOR WORK SESSION

Approve Minutes of September 15, 2014 Work Session

Approve Minutes of September 24, 2014 Special Work Session

1. AGENDA ITEMS

- a) CONTINUATION OF PUBLIC HEARING to Consider a Petition and Application for Class A Nonconforming Use, Lot, Structure, or Occupancy for Madison Apartments, LLC - The Gable's Apartment Complex (Rebuttal Only)
- b) Consider a Petition and Application for Class A Nonconforming Use, Lot, Structure, or Occupancy for MADISON APARTMENTS, LLC – THE GABLE’S APARTMENT COMPLEX
- c) Consider Resolution Authorizing and Directing The Issuance Of General Obligation Public Improvement Refunding Bonds, Series 2014
- d) Accept Settlement Check from Jones Walker L.L.P. Trust Account

2. CONSENT ITEMS

- a) Receive Synopsis of Fiscal Year 2015 Approved Budget by Mayor Gene F. McGee
- b) Designate Fiscal Year 2015 Privilege License Numbers 00001-99999
- c) Budget Amendment Increasing Account 404-650-760 (EMCRS-Capital Utility System) \$16,855.00 and Decreasing Account 404-650-576 (EMCRS-W/S System Maintenance) \$16,855.00
- d) Budget Amendment Increasing Account 375-000-391 (Bond Proceeds) \$5,100,000.00, Account 375-601-850 (Bond Cost) \$110,000.00, and Account 375-000-192 (2014 Bond Issue Fund Balance) \$4,990,000.00

- e) Budget Amendment Increasing Account 001-060-601 (Legal Fees) \$88.00 and Decreasing Account 001-040-601 \$88.00 (Administration Legal Fees)
- f) Special Event - Kincade's Fine Clothing
- g) Special Event - Smok'n on the Rez
- h) Special Event - Craftsman Guild
- i) Special Event - Holiday Potpourri
- j) Special Event - Business Communications
- k) Taylor Power Systems Service Agreement
- l) Approve Lake Harbour Drive Extension Maps & Deeds Pay Estimate #6
- m) Approve Preliminary Plat for Butler Drive Subdivision
- n) Approve Contract Extension of Phase II Stormwater Implementation
- o) Approve SBA Contract for Central Fire Station Tower (Land)

3. PAYMENT OF CLAIMS

- a) Payment of Claims 118342-118804, September 18, 2014 Payroll and October 3, 2014 Payroll

ADJOURNMENT

INFORMATION FOR MAYOR AND BOARD

City Attorney for Services Rendered thru 9/26/2014

September 2014 Privilege License Report

**MEETING OF THE
MAYOR AND BOARD OF ALDERMAN OF THE
CITY OF RIDGELAND, MISSISSIPPI
September 16, 2014
6:00 PM**

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

The Mayor and Board of Aldermen were provided documentation of payments received from Madison County, the August 2014 Privilege License Report, the August 2014 Financial Statement, and the September 2014 Sales Tax Report.

Next came the recognition of Officer Noell Bass for being selected “Officer of the Month” for August, 2014. The Mayor informed the Board of Aldermen that on Saturday, August 9, 2014, Officer Bass overheard information relayed by dispatch that the Madison Police Department had reported numerous auto burglaries at local ball parks in their jurisdiction. Officer Bass began to patrol the local ball fields in Ridgeland for any suspicious activity. Another auto burglary was reported in Madison and the suspect vehicle was described and was said to be southbound into Ridgeland on Highway 51. Officer Bass immediately realized the suspect vehicle was in his view and he calmly advised other units to respond to his location in an effort to make a safe apprehension with no chance for a pursuit. The suspect vehicle was safely stopped; evidence was seized from the vehicle that belonged to victims from the Madison auto burglaries. It was also discovered this individual was responsible for numerous auto burglaries in the City of Ridgeland over the past months. Madison officers took the suspect into custody and warrants were later obtained by the Ridgeland Police Department for crimes committed here. Officer Noel Bass’ vigilance led to the arrest of a serial criminal who came to this area regularly from another state to plague this area with crime. Mayor McGee commended Officer Bass for his calmness, forethought and diligence and thanked him for his dedication and service to the City of Ridgeland. Officer Bass thanked the Mayor and Board of Aldermen and expressed his appreciation for the opportunity to work for the City of Ridgeland.

Next came the matter of accepting the Minutes of the September 2, 2014 Mayor and Board of Aldermen Meeting. The Minutes were accepted with no corrections noted.

(Alderman Chuck Gautier entered meeting at 6:05 pm)

Next came the matter of conducting a hearing for the property located at 121 Clearwater Cove, Ridgeland, Madison County, Mississippi pursuant to Mississippi Code 21-19-11 to determine if said property is in such a state of uncleanness to be a menace to the public health, safety, and/or welfare of the community. The City Clerk adjudicated that proper notice was made, a copy of which is attached hereto as Exhibit “A”. Code Enforcement Officer Drew Smith provided current photographs, which are attached hereto as Exhibit “B”, to the Mayor and Board of Aldermen and requested that the property be deemed a menace to public health, safety and welfare of the community. The Mayor asked if there was anyone present in the audience that would like to address the Board of Aldermen regarding the property located at 121 Clearwater

Cove, Ridgeland, Madison County, Mississippi and there was no response. The Board inquired as to whether the owner was residing in the residence and Code Enforcement Officer Drew Smith informed that the property is unoccupied and the owner is not currently even residing in Ridgeland any longer. Jerry Mills, City Attorney, requested the opportunity to ensure that proper notice was made before demolition begins. Alderman Wes Hamlin moved to declare the property a menace to public health, safety, and welfare to the community contingent upon the City Attorney, Jerry Mills, confirming proper notice was given by the Community Development Department. Alderman Brian Ramsey seconded the Motion and a vote was taken thereon as follows:

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

The Mayor declared the Motion carried.

Next came the matter of conducting a hearing for the property located at 139 McCormack Drive, Ridgeland, Madison County, Mississippi pursuant to Mississippi Code 21-19-11 to determine if said property is in such a state of uncleanness to be a menace to the public health, safety, and/or welfare of the community. The City Clerk adjudicated that proper notice was made, a copy of which is attached hereto as Exhibit “C”. Code Enforcement Officer Drew Smith provided current photographs, which are attached hereto as Exhibit “D”, to the Mayor and Board of Aldermen and informed that the grass had been cut, but deficiencies such as trash and the dilapidated shed remained. Code Enforcement Officer Drew Smith requested that the property be deemed a menace to public health, safety and welfare of the community. The Mayor asked if there was anyone present in the audience that would like to address the Board of Aldermen regarding the property located at 139 McCormack Drive, Ridgeland, Madison County, Mississippi and there was no response. Alderman Ken Heard moved to declare the property a menace to public health, safety, and welfare to the community. Alderman D. I. Smith seconded the Motion and a vote was taken thereon as follows:

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

The Mayor declared the Motion carried.

Next came the matter of conducting a hearing for the property located at 517 Sycamore Circle, Ridgeland, Madison County, Mississippi pursuant to Mississippi Code 21-19-11 to determine if said property is in such a state of uncleanness to be a menace to the public health, safety, and/or welfare of the community. The City Clerk adjudicated that proper notice was made, a copy of which is attached hereto as Exhibit “E”. Code Enforcement Officer Drew Smith provided current photographs, which are attached hereto as Exhibit “F”, to the Mayor and Board of Aldermen and requested that the property be deemed a menace to public health, safety and welfare of the community. The Mayor asked if there was anyone present in the audience that would like to address the Board of Aldermen regarding the property located at 517 Sycamore Circle, Ridgeland, Madison County, Mississippi and there was no response. The Board inquired as to whether the owner was residing in the residence and Code Enforcement Officer Drew

Smith informed that the property was in foreclosure and the property is vacant. Alderman Wes Hamlin moved to declare the property a menace to public health, safety, and welfare to the community. Alderman Brian Ramsey seconded the Motion and a vote was taken thereon as follows:

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

The Mayor declared the Motion carried.

Next came the request of Ardell Hinton for a variance to allow the parking of a recreational vehicle at the property located at 326 Longmeadow Drive, Ridgeland, Madison County, Mississippi. Ms. Hinton addressed the Mayor and Board of Aldermen and informed them that she suffered flooding due to property elevation when she purchased the home. Ms. Hinton informed the Board that she filed a complaint with the Real Estate Commission because she was not informed of previous flooding issues by the real estate agent prior to the purchase. Ms. Hinton further informed the Board that she hired an attorney when she did not receive any results from the Real Estate Commission, but again did not receive any relief. Ms. Hinton continued to inform the Board she had berms built and moved her fence to the corners of her residence in an attempt to alleviate future flooding. Ms. Hinton expressed that the improvements were made in an effort to alleviate her flooding issues, but did not want to cause flooding issues to her neighbors. Ms. Hinton expressed to the Mayor and Board that she did not consider future issues such as the construction of a gate when she moved her fence to the corners of her residence and plants trees, which now prevents the construction of a gate. Ms. Hinton stated that eventually the City of Ridgeland made drainage improvements by installing a larger drain pipe of which she is very appreciative. Alderman Chuck Gautier expressed his concern about the matter being considered in the absence of Alderman Kevin Holder since the property is located in his ward. Alderman Ken Heard expressed his desire that the issue be studied in an effort to determine what modifications would be needed to the fence or garage so that the recreational vehicle could be properly stored. Alderman Ken Heard inquired as to the length of time Ms. Hinton had owned the recreational vehicle and how often she used the recreational vehicle. Ms. Hinton informed the Mayor and Board that she purchased the recreational vehicle about five years after purchasing the property and stated that she uses the recreational vehicle often during the summer and fall months. Alderman Scott Jones inquired about the issue of parking the recreational vehicle in the garage and Ms. Hinton again stated that the garage was also constructed for the main purpose of alleviating flooding and the recreational vehicle would not fit. Alderman Chuck Gautier again expressed his concerns of considering the issue in the absence of Alderman Kevin Holder and moved that the matter be deferred to the next meeting. Alderman Brian Ramsey seconded the Motion and a vote was taken thereon as follows:

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

The Mayor declared the Motion carried. Ms. Hinton was informed that no citations would be issued until the Board fully considered and acted on her request for a variance.

CONSENT AGENDA

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

- a) 904-A Glastonbury Circle – Cost Resolution – *Resolution Attached Hereto as Exhibit “F”*
- b) Renew Blackboard Connect Contract for Period 10/1/2014 thru 9/30/2014 – *Order Attached Hereto as Exhibit “G”*
- c) Approve Budget Amendment Decreasing 001-080-610 (HR Travel) \$1,279.00 and Increasing Account 001-350-630 (Library Utilities) \$264.91 and Increasing Account 001-350-637 (Library Maintenance of Public Buildings) \$1014.09 – *Order Attached Hereto as Exhibit “H”*
- d) Approve \$4,405.00 Budget Amendment Increasing Account 001-000-313 (Park Revenue) and Account 001-340-545 (Park Sports Equipment & Uniforms) – *Order Attached Hereto as Exhibit “I”*
- e) FY13 ODP Homeland Security Grant 13HS316T – *Order Attached Hereto as Exhibit “J”*
- f) DUI Agreement – *Order Attached Hereto as Exhibit “K”*
- g) Special Event – Special Olympics – *Order Attached Hereto as Exhibit “L”*
- h) Special Event – Latin Fest – *Order Attached Hereto as Exhibit “M”*
- i) Special Event – Tolar Wood Purvis Run – *Order Attached Hereto as Exhibit “N”*
- j) Special Event – Mayor’s Fun Walk – *Order Attached Hereto as Exhibit “O”*
- k) Approve Lake Harbour Extension Preliminary Engineering Estimate #23 – *Order Attached Hereto as Exhibit “P”*
- l) Approve Resolution Authorizing Mayor to Initiate the Project Activation Request for Highland Colony Parkway Rehabilitation from County Line Road to Business Park Drive – *Order Attached Hereto as Exhibit “Q”*
- m) Approve Award of Term Bids for Public Works Department – *Order Attached Hereto as Exhibit “R”*
- n) Approve Recommendation of Selection Committee for Emergency Debris Removal Proposals – *Order Attached Hereto as Exhibit “S”*
- o) Approve Recommendation of Selection Committee for Emergency Debris Monitoring Proposals – *Order Attached Hereto as Exhibit “T”*

The Motion was seconded by Alderman D. I. Smith and a vote was taken thereon as follows:

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

The Mayor then declared the Motion carried.

PAYMENT OF CLAIMS

There next came for consideration the matter of payment of claims. Alderman Wes Hamlin moved that claim numbers 118032 through 118341 and the September 5, 2014 Payroll, which totals \$1,080,511.61, be approved and paid. The Motion was seconded by Alderman D. I. Smith and a vote was taken thereon as follows:

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

The Mayor then declared the Motion carried.

CONTINUATION OF PUBLIC HEARING

The Mayor reconvened the recessed public hearing on June 17, 2014 to consider a petition and application for a Designated Class A Nonconforming Use, Lot, Structure, or Occupancy for Madison Apartments, LLC – The Gable’s Apartment Complex.

Alan Hart, Director of Community Development, handed out the September 7, 1995 Ordinance amending Section 1003.03A of the Comprehensive Zoning Ordinance of 1992, which is attached hereto as Exhibit “25”. Mr. Hart stated that this exhibit further demonstrates the City of Ridgeland’s efforts to reduce the density of Multi-Family Residential Districts to 10 units per acre. Following the completion of the 1994 study by Bridge, the Mayor and Board of Aldermen adopted the 1995 Ordinance, which amended the maximum density requirements in areas zoned R-5A from 17 units to 10 units per acre. At that time, the property where the Gables is now constructed was zoned R-5A. The 1995 Ordinance does grant an exception of 17 units per acre if as of September 7, 1995, a development plan had been submitted and approved and on which infrastructure in the furtherance of the development plan shall have been constructed and dedicated for public usage. However, the 1995 Zoning Ordinance represents a major shift in the City’s policy on density by requiring that multi-family residential districts be limited to a maximum density of 10 units per acre.

Mr. Hart then handed out a letter from Chris Bryson dated September 12, 2014, which is attached hereto as Exhibit “26”. Mr. Hart informed the Mayor and Board that this letter supplements Mr. Bryson’s previous letter, Exhibit “8”, by further explaining why decreasing the density is the only practical solution to addressing the traffic congestion in the applicable section of Old Canton Road. Mr. Bryson addresses why Travel Demand Management and widening the road are not desirable.

Mr. Hart then handed out a letter from John McCollum dated September 10, 2014, which is attached hereto as Exhibit “27”. Mr. Hart informed the Mayor and Board that this letter supplements Mr. McCollum’s previous letter, Exhibit “10” by explaining why decreasing the volume of sewer effluent is the only practical solution currently available for addressing the City’s sewer capacity issues. Mr. McCollum explains why other alternatives explored by the City are cost prohibitive.

Mr. Hart then handed out the January 21, 2014 Minutes of the Meeting of the Mayor and Board of Aldermen, which are attached hereto as Exhibit “28”. Mr. Hart informed the Mayor and Board of Aldermen that the Public Hearing presentation by him addresses the need for the zoning changes adopted in 2014. Mr. Hart stated that it shows both the changes that have impacted the City of Ridgeland since the 2001 Official Zoning Ordinance was adopted and the need to revise the ordinances to encourage redevelopment of older areas that have declined and stop the progressive increase of blight and dilapidation. In the Preamble to the 2014 Zoning Ordinance, the Mayor and Board expressed specific concern for the problems attendant to densely populated apartment complexes. This exhibit demonstrates that blight and dilapidation have become increasingly worse since 2001 warranting enforcement of Section 40 and bringing nonconformities such as the density violation at the Gables to an eventual end through the use of the amortization formula.

Mr. Hart then handed out a copy of the First Specialty Insurance Corporation, Policy Declarations for Heritage Properties, Inc., which is attached hereto as Exhibit “29”. Mr. Hart informed the Mayor and Board that this exhibit is the Gables’ declaration page showing they purchase ordinance and law coverage for the property. It shows that the Gables’ owner knew it was a nonconforming property and there were risks attendant to owning a nonconforming property.

Mr. Hart then entered into the record a document titled “Supplemental Presentation by Alan Hart September 16, 2014”, which is attached hereto as Exhibit “30”.

Robert Ireland, attorney of record for Madison Apartments, LLC – The Gables’ Apartment

Complex, addressed the Mayor and Board of Aldermen and stated that there were four reasons why the petition and application should be granted. Mr. Ireland stated that the City's classification of the Gables is not correct and the Board should find that the Gables' is not a non-conforming property. Mr. Ireland stated that the City is equitable estopped from prohibiting the Gables' from operating under the "as built" specifications. Mr. Ireland said even if the Gables is a non-conforming property, its continued operation is not contrary to the public health, safety, and welfare of the City and would not significantly depress property values of nearby properties. Mr. Ireland then stated the Gables' meets the definition of a Class A Non-Conforming property and meets the classification without consideration of any other elements. Further, Mr. Ireland stated that continued operation of the Gables' is also consistent with the spirit of the ordinance and would be a useful purpose by strict application of the ordinance.

Mr. Ireland introduced into the record a copy of a letter dated July 24, 2014 addressed to The Madison Apartments, LLC from Ledgewood, which is attached hereto as Exhibit "31". Mr. Ireland informed the Mayor and Board that the letter terminated the agreement between The Madison Apartments, LLC and Ledgewood to purchase the property as a result of the zoning classification by the City of Ridgeland. Alderman Chuck Gautier objected to the letter and stated that the sales agreement had not been presented and the Board was not aware of the terms of said sales agreement. Mr. Ireland rebutted Alderman Chuck Gautier's objection to the letter.

Mr. Ireland then introduced into the record a copy of the 1992 Official Zoning Ordinance, which is attached hereto as Exhibit "32". Mr. Ireland stated to the Mayor and Board of Aldermen that the Gables' was constructed under the 1992 Official Zoning Ordinance and should be allowed to continue operation and be granted "grandfathered" compliance to the Revised Zoning Ordinance.

Mr. Ireland then introduced into the record a copy of the approved site plans for the Gables', which are attached hereto as Exhibit "33". Mr. Ireland continued to state to the Mayor and Board that the original site plans were approved by the City of Ridgeland and that the Gables' should be allowed to continue operation and that the Petition and Application for Class A Nonconforming Use, Lot, Structure, or Occupancy for Madison Apartments, LLC-The Gables' Apartment Complex should be granted.

Mr. Ireland then introduced copies of excerpts of the approved site plans for the Gables', copies of which are attached hereto as Exhibit "34" and "35".

Mr. Ireland then introduced a report dated September 12, 2014 prepared on behalf of The Gables Apartments, a copy of which is attached hereto as Exhibit "36". Ms. Tracy K. Wofford then covered the facts contained in her report prepared for The Gables Apartment. Ms. Wofford informed the Mayor and Board of Aldermen that, based on the points covered in her report and her professional experience, The Gables multifamily community did not currently negatively influence or significantly depress the surrounding market values.

Mr. Ireland then introduced a report prepared by Robert L. Johnson dated September 15, 2014 prepared on behalf of The Gables Apartments, a copy of which is attached hereto as Exhibit "37". Mr. Johnson then covered the facts contained in his report prepared for The Gables Apartment. Mr. Johnson informed the Mayor and Board of Aldermen that, based on the information provided and the accuracy thereof, the Gables has a negligible crime rate when compared to similar sized complexes and various Ridgeland subdivisions. Mr. Johnson further stated that there is no basis to conclude that The Gables' "density" may contribute to a propensity for an increase in crime. Mayor McGee then asked Mr. Johnson what percentage of crime is acceptable and Mr. Johnson's response was that no crime is acceptable. Alderman Chuck Gautier asked Mr. Johnson did the percentage of rental property have any correlation with crime in Ridgeland and Mr. Johnson did not provide a definitive response. Alderman Chuck Gautier then asked if Mr. Johnson had looked at the crime stats for the surrounding apartment complexes to get a better understanding of the big picture and Mr. Johnson declared that he had not. Alderman Chuck Gautier then asked Mr. Johnson if it was possible that a decrease in density could have an impact on crime and Mr. Johnson said yes.

Mr. Ireland then introduced the crime stats provided by the City of Ridgeland Police Department in accordance with a Public Records Request, copies are attached hereto as Exhibit "38".

Mr. Ireland then introduced an article regarding sewer interceptor systems receiving new liners,

which was included in *Ridgeland Life, Fall Edition*. A copy of said article is attached hereto as Exhibit “39”. Mr. Ireland stated to the Mayor and Board that it appeared the City of Ridgeland was having issues with rainwater and groundwater infiltrating the systems and not high density. Mr. Ireland then introduced into the record the 2013 Wastewater Facilities Plan, a copy of which is attached hereto as Exhibit “40”.

Mr. Ireland then introduced into the record a report prepared by S. Donovan Scruggs dated September 15, 2014 and titled “Land Use Report for The Gables Apartment Complex”, a copy of which is attached hereto as Exhibit “41”. Mr. Scruggs covered the points contained in his report and stated that any attempt to classify the Gables as anything other than a Class A Non-Conformity would be contrary to the RAMP and the Zoning Ordinance. Mr. Scruggs stated that The Gables was consistently rated as one of the best complexes within the City. Mr. Scruggs stated that reduction of The Gables density from 14.2 units per acre to 10 units per acre will have no significant impact on traffic congestion, wastewater capacity, or criminal activity. Mr. Scruggs declared that a buffer is not necessary because there is a 6 foot high privacy fence and, in some cases, the fence is on top of a 4 foot high retaining wall. Mr. Scruggs declared that a second access is not necessary based on the number of units. Alderman Brian Ramsey and Alderman Chuck Gautier both questioned Mr. Scruggs about what would happen if there were a wreck at the entrance that blocked access to an emergency within the apartment complex. Mr. Scruggs explained that the good news is that the apartment buildings have fire suppression sprinklers. Mr. Scruggs went on to claim that the Gables is located within the core of the City of Ridgeland, which he declares to be the best place to have high density residential. Further, Mr. Scruggs stated that the City has made significant progress in dealing with substandard apartment complexes in its effort to adopt the Property Maintenance Code, improve its code enforcement, and routinely inspect the complexes. Mr. Scruggs stated that a 2009 report prepared by the City of Ridgeland shows that the Gables passes inspection at a 97% pass rate. Mr. Scruggs continued and stated the intentions of the RAMP and the Ordinance were not to rid the City of all apartment complexes. Mr. Scruggs stated that the City of Ridgeland is required to follow the regulations that it has adopted. The Class A Non-Conformity requirements clearly indicate that non-conformities deemed not contrary to the public health, safety or welfare, or the spirit of the February 4, 2014 Official Zoning Ordinance should be allowed to continue.

Mr. Scruggs continued and stated that his professional opinion that the continued operation and maintenance of The Gables at its current density and configuration would be consistent with both the RAMP and the Zoning Ordinance. Mr. Scruggs explained that predictability and consistency are important features of land use planning. Mr. Scruggs declared that the City of Ridgeland’s practice to update its zoning ordinance every 10 to 13 years does not offer predictability and consistency. Mr. Scruggs explained that RAMP declares that sewer capacity will exist and that the elimination of 50 units will not improve sewer capacity. Mayor Gene McGee asked Mr. Scruggs if he has reviewed the sewer capacity of the Savannah Street Jackson Treatment Plant and Mr. Scruggs stated that he had not. Any requirement to reduce the density would serve no identifiable purpose. Allowing The Gables to remain and function in its current condition would not be contrary to the health, safety, or general welfare of the City of Ridgeland and would be considered consistent with the spirit of the Ordinance.

Mr. Ireland then introduced the Comparative Apartment Analysis Summary into the record, a copy of which is attached hereto as Exhibit “42”. Mr. Ireland referred back to a timeline originally entered into the record by Mr. Alan Hart, Exhibit “1” and then introduced into the record an additional timeline, a copy of which is attached hereto as Exhibit “43”. Mayor McGee asked Mr. Ireland if he researched the zoning of property before being annexed into the City of Ridgeland and Mr. Ireland’s response was that he did not.

Mr. Ireland then requested the Mayor and Board of Aldermen to grant the Petition and Application for Class A Non-conforming Use, Lot, Structure, or Occupancy for Madison Apartments, LLC-The Gables Apartment.

Alan Hart readdressed the Mayor and Board of Aldermen and informed them that some of the exhibits entered by Mr. Ireland were not made available to him until today and could not be properly reviewed in the absence of Mr. McCollum and Mr. Bryson, who were out of the office on official business. Mr. Hart then introduced into the record copies of emails, copies of which are attached hereto as Exhibit “44”.

Mr. Hart requested that the public hearing be recessed until a later date in order that he have sufficient time to review documents submitted by Mr. Ireland with the assistance of Mr. McCollum and Mr. Bryson. Mayor McGee continued the public hearing until October 7, 2014 at 6:00 p.m. for rebuttal purposes only.

Mr. Ireland hired a court reporter and a copy of the transcript is attached hereto as Exhibit “45”.

The Mayor informed the Board of Aldermen of a need to go into Closed Session to discuss the need to go into Executive Session to discuss pending litigation and a personnel issue. Alderman Brian Ramsey moved to go into Closed Session to discuss the need to go into Executive Session to discuss pending litigation and a personnel issue. Alderman Wes Hamlin seconded the motion and a vote was taken thereon as follows:

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

The Mayor then declared the Motion carried.

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

Alderman Chuck Gautier moved to go into Executive Session to discuss pending litigation and a personnel issue. The Motion was seconded by Alderman Ken Heard and a vote was taken thereon as follows:

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

The Mayor then declared the Motion carried.

The Mayor reopened the meeting and announced that the Board of Aldermen were going into Executive Session to discuss pending litigation.

EXECUTIVE SESSION

Alderman Scott Jones moved to leave Executive Session. The Motion was seconded by Alderman Brian Ramsey and a vote was taken thereon as follows:

Alderman D. I. Smith	Aye
Alderman Scott Jones	Aye
Alderman Wes Hamlin	Aye
Alderman Chuck Gautier	Aye
Alderman Kevin Holder	Absent
Alderman Brian Ramsey	Aye

Alderman Ken Heard Aye

The Mayor then declared the Motion carried.

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

ADJOURNMENT

There being no further business before the Mayor and Board of Aldermen, the Mayor declared the second regular August 2014 meeting adjourned at 7:42 p.m.

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

GENE F. MCGEE, MAYOR

ATTEST:

PAULA TIERCE, CITY CLERK

**MINUTES OF THE WORK SESSION
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF RIDGELAND
SEPTEMBER 15, 2014
6:00 P.M.**

The Mayor opened the work session of September 15, 2014 of the Mayor and Board of Aldermen. Present were Mayor Gene F. McGee, Alderman D. I. Smith, Alderman Scott Jones, Alderman Brian Ramsey, Alderman Kevin Holder, Alderman Ken Heard, City Attorney Jerry Mills, City Attorney James Gabriel, and City Clerk Paula Tierce. Absent were Alderman Chuck Gautier and Alderman Wes Hamlin.

(Alderman Wes Hamlin entered meeting at 6:04)

(Alderman Chuck Gautier entered meeting at 6:06)

The Mayor presented the proposed agenda, attached hereto as Exhibit “A”, and each item was discussed with no action being taken by the Mayor & Board of Aldermen. Items “a” and “b” under Consent Items were moved to Agenda Items.

The meeting concluded at 6:38 p.m.

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

Gene F. McGee, Mayor

ATTEST:

Paula Tierce, City Clerk

**MINUTES OF THE SPECIAL WORK SESSION
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF RIDGELAND
SEPTEMBER 24, 2014
5:30 P.M.**

The Mayor opened the special work session of September 24, 2014 of the Mayor and Board of Aldermen. Present were Mayor Gene F. McGee, Alderman D. I. Smith, Alderman Wes Hamlin, Alderman Scott Jones, Alderman Brian Ramsey, Alderman Chuck Gautier, Alderman Kevin Holder, Alderman Ken Heard, and City Clerk Paula Tierce. A copy of the Notice of Special Meeting that was posted on the entrance of City Hall is attached hereto as Exhibit "A".

Each item was discussed with no action being taken by the Mayor & Board of Aldermen. The meeting adjourned at 9:48 p.m.

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

Gene F. McGee, Mayor

ATTEST:

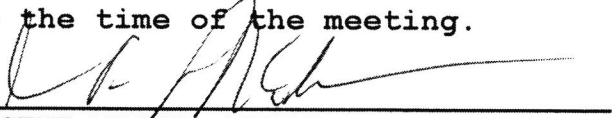
Paula Tierce, City Clerk

NOTICE OF SPECIAL MEETING

Pursuant to Section 21-3-21 of the Mississippi Code of 1972 (Annotated), notice is hereby given that a special meeting of the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi will be convened, held, and conducted on Wednesday, September 24, 2014 at 5:30 p.m. at the City of Ridgeland Recreation Center in Ridgeland, Mississippi. The following item will be addressed:

- Bond Refinancing
- Zoning Update
- Exposed Cable Lines
- City of Ridgeland App Update
- One Time Street Repairs
- Review of Street Resurfacing Plan
- Management Policy & Procedure Manual
 - Acceptance of Miscellaneous Checks
 - Approval and Re-Approval of Pay Raises
 - Mayor & Board of Aldermen Travel
- Budget Planning & Preparation
 - Development of Master Fleet Plan
 - Compressed Natural Gas & Cost Efficiency
 - Consent Decree Update
 - Mosquito Control
- Additional Motorcycle for Ridgeland Police Department
- Take Home Vehicles for Ridgeland Police Department
- Vehicle Being Used as Sign Advertisement
- Sports & Local Economic Drivers
- Development of Central Overlay District
- Urban Forest Modification
- Gateway Appearances & Major Corner Landscape Program
- Special Event Permit Process
- Municipal Court Retreat Update
- Any other items requested by Mayor & Board of Aldermen

The undersigned attests that this notice was posted in the City Hall in a public place at approximately 9:00 a.m. on Wednesday, September 24, 2014, and delivered to each Aldermen at least three (3) hours prior to the time of the meeting.



GENE MCGEE, MAYOR

MEMORANDUM

To: Mayor and Board of Aldermen

From: Alan Hart, Director
Community Development Department

Date: May 28, 2014

Re: Petition and Application for Class A Nonconforming Use, Lot, Structure, or Occupancy:

MADISON APARTMENTS, LLC – THE GABLE’S APARTMENT COMPLEX

I recommend that the Mayor and Board of Aldermen discuss and consider the above referenced Petition after the conclusion of the Public Hearing. Thank you for your consideration of this matter. Please contact me if you have any questions.

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

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

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

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

**PETITION AND APPLICATION FOR CLASS A
NONCONFORMING USE, LOT, STRUCTURE,
OR OCCUPANCY**

(Official Form March 2014)

COMES NOW, The Madison Apartments, LLC, (the "Petitioner") and
[Name of Petitioner(s)]

respectfully petitions the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi, to grant Class A Nonconforming status as set forth in Section 40 of the City of Ridgeland Zoning Ordinance, 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:

The Madison Apartments, LLC
1. The name of the Petitioner is a Mississippi Limited Liability Company
(hereinafter referred to as "Petitioner").

2. The Petitioner's mailing address is 880 William Blvd., Ridgeland, MS 39157

and (if applicable) the Petitioner's

attorney or representative's name and mailing address is Robert B. Ireland, III

Watkins & Eager PLLC, P.O. Box 650, Jackson, MS 39205

3. The Petitioner's phone number is (601) 991-0202 and the Petitioner's

attorney' or representative's phone number is (if applicable) (601) 965-1829

4. The record title holder of the property is The Madison Apartments, LLC
A copy of the property deed with legal description is attached hereto as Exhibit "A".

5. If the Petitioner is not the owner of the property, the owner's address and phone number
is

6. A copy of the written authority of the owner's representative to act on behalf of the Owner is attached hereto as Exhibit "B", if applicable.

7. The street address of the property is: "The Gables" Apartment Complex

880 William Boulevard

Ridgeland, Mississippi 39157

Tax Parcel ID Number(s): 072H-JJC-100/01.00

8. A survey of the property certified by a licensed land surveyor is attached as Exhibit "C". The certified plat or map clearly illustrates and indicates the total acreage, number of residential or commercial units in each building (if applicable), and exterior facilities.

9. The property is presently zoned Multi-Family Residential (R-5), according to the official zoning map of Ridgeland, Mississippi.

10. Petitioner requests the follow Nonconforming Class Status (check one):

☐ Administrative Class A Nonconformity (Section 40.03.C)

☒ Designated Class A Nonconformity (section 40.03.D)

11. 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.

12. A list of the names and addresses of all owners of property within 160 feet of the subject property, excluding road rights-of-way, according to the most recent county tax roll is attached as Exhibit "E".

13. Site and architectural plans for development/improvement of the property may be attached as Exhibit "F".

14. Petitioner intends to use the subject property for the following purpose(s) in accord with requested Class A Nonconforming Status: _____

The Madison Apartments, LLC seeks to continue the use of the property as originally
contemplated, before construction was started in 2002, and as it has been used ever since.

Namely, it seeks to continue operation of this apartment complex at the density of 14.2 units
per acre and, if and when it becomes necessary, to repair and rebuild to property in its
current form. It does not have current plans to further develop this property, let alone to
increase the density of units.

15. Class A Nonconforming Status of the property is requested for the following reason(s):

The Madison Apartments, LLC seeks this designation in the light of the City's adoption of
the new zoning ordinance. Designation of the property as a Class A Nonconforming
Status will resolve how the property may be used on a going forward basis.

16. Petitioner declares that the continuance of the described Nonconforming Use, Lot, Structure, or Occupancy would not be contrary to the public health, safety or welfare, or the spirit of this Ordinance, if approved. Petitioner offers the following statement to support this declaration (attach additional sheets, if necessary): _____

See attached response.

17. Petition declares that the use, lot, structure, or occupancy does not and is not likely to significantly depress the value of nearby properties. Petitioner offers the following statement to support this declaration: _____

See attached response.

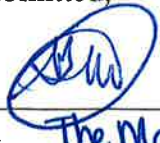
18. Petitioner declares that the use, lot, structure, or occupancy was lawful at the time of its inception and that no useful purpose would be served by strict application of the provisions or requirements of this Ordinance to the nonconformity. Petitioner offers the following statement to support these declarations: _____

See attached response.

19. Petitioner files herewith one original (1) and ten (10) legible copies of this Petition and all exhibits attached hereto.
20. In the event that the Petitioner is seeking and Administrative Class A Nonconforming Status, Petitioner acknowledges the Petitioner must give at least fifteen (15) days notice, to all property owners owning property within 160' of the subject property by certified mail, return receipt requested, of the request set forth in this petition and of the end date of the comment period. Except as otherwise determined, all certified mail receipts and any certified mail return receipts shall be submitted prior to the granting of the status.
21. Petitioner acknowledges that Petitioner has received a copy of the Procedural Rules of the City of Ridgeland Zoning Board, has read the same and fully understands the requirements, rights and duties set forth therein.
22. The required \$150.00 filing fee has been paid with the filing of this Petition.

Respectfully submitted,

PETITIONER


The Madison Apartments, LLC
a Mississippi Limited Liability Company
By: Manager, George R. Walker III

DATE

5/7/14



RESPONSE TO QUESTION NO. 16

As set forth in more detail in response to question 18, The Gables apartment complex was planned, developed, and built (*i.e.*, at all stages) in cooperation with, not to mention with the approval of, the City of Ridgeland, the Division of Community Development, and the Mayor and Board of Alderman. The apartment complex was built with, and continues to have, a density of 14.2 units per acre; the density requirement of the current zoning ordinance is 10 units per acre. Thus, the question posed in this section is whether the continued use of the apartment complex at density of 4.2 additional units per acre is contrary to public health, safety or welfare, and the spirit of the Ordinance.

Applicant believes that there is no question that the continued operation of The Gables, much less at this additional density, would not be contrary to these interests. This is a gated community with one entry to and from the property and firm boundaries between adjacent property owners. No tangible health and safety concerns have developed during the life of this complex to date, let alone could any such problems, if they existed, be attributed to the fact there are 14.2 units per acre, rather than 10 units per acre. In this way, any perceived "dimensional variance" in the density requirement is less than 50% of the units per acre (under current ordinances). This is not a legally (or otherwise) significant variance. Indeed, before the defined "uses" of Multi-Family Dwellings was purportedly changed via the new law variances of less than 50% of the dimensional requirements could be granted by the Director of Community Development without further action. This recognition, on the part of the City, of small impact of variances of less than 50% of dimensional requirements further supports this answer and The Gables' Petition for Designation of a Class A Non-Conforming Use.

RESPONSE TO QUESTION NO. 17

The City of Ridgeland permitted The Gables to be built at a density not to exceed 15 units per acre, and The Gables has (and continues to be) operated within those parameters. The question posed by this section is whether the continued operation of The Gables at this permitted density, rather than 10 units per acre, would “significantly” depress the value of nearby properties.

Applicant denies that operation of The Gables at this additional density (4.2 units per acre) would depress the value of nearby properties. The Gables and adjacent properties (indeed all properties accessible via William Blvd.) are located far from the intersection of William Blvd. and Old Canton Road. William Blvd. winds its way east, with significant trees on either side of the road, before reaching any properties, which eliminates any view of this major thoroughfare. This gives an additional measure of privacy to The Gables and adjacent and other properties accessible via William Blvd. The Gables ensures further privacy via its gated entrance, enhancing the desirability of this location. There is also a fence barrier with adjacent single-family dwellings to the east. Otherwise, The Gables is bordered by other apartment complexes. As set forth in more detail, the attached letter is the opinion of appraiser, Mark S. Irby, MAI, that The Gables does not and is not likely to depress, let alone “significantly depress” (a term used in the ordinance), the values of adjacent properties. Moreover, he is of the opinion The Gables has increased, and will continue to increase, the values of adjacent properties. In addition, he is of the opinion that the fact The Gables operates at a density of 14.2 units per acre, as compared to 10 units per acre, has no effect on property values.

Additional materials supporting this response are attached.

IRBY & ASSOCIATES, INC.
REAL ESTATE VALUATIONS
116 ONE MADISON PLAZA, SUITE 2100
MADISON, MS 39110

MARK S. IRBY, MAI

PHONE (601) 927-3809

May 7, 2014

Robert B. Ireland, III
Watkins & Eager, PLLC
P.O. Box 650
Jackson, MS 39205

Dear Mr. Ireland,

My name is Mark S. Irby. I graduated with a Bachelor's Degree from the University of Mississippi in 1987, where I majored in real estate. I have worked for over 25 years valuing and selling property, including specifically multi-family properties and income producing properties. I hold licenses in the State of Mississippi as a Real Estate Broker and Appraiser and have achieved the MAI Designation from the Appraisal Institute. I also take continuing education courses to remain current on both licenses and my MAI designation. I have conducted appraisals for institutional lenders, DUS Agency Lenders (Fannie Mae and Freddie Mac), Federal and state governments, insurance companies and regional and local banks. The scope of my practice includes valuation, market rent estimates, highest and best use analysis, lease analysis, and vacant land analysis. I am also a former member of the City of Ridgeland Zoning Board and Planning Commission.

You have asked me to give opinions in connection with an application filed by The Madison Apartments, LLC, a Mississippi limited liability company, with the City of Ridgeland regarding The Gables apartment complex. Specifically, you have asked my opinion whether The Gables is or is likely to significantly depress the value of nearby properties. You also asked me to consider this question in the context of the current density of The Gables, 14.2 units per acre, versus operation of that facility (or a similar apartment complex) at a 10 unit per acre density, *i.e.* if the fact that The Gables has 4.2 additional units has any effect at all on the values of adjacent property owners.

I am and have been familiar with The Gables apartment complex and other properties adjacent to it. The Gables apartment complex is located on William Boulevard, in a zone classified (at the time of construction in 2003 and still today) as a Multi-Family Residential District (R-5) according to Ridgeland zoning ordinances. The purpose of this District is to provide for the development of higher density multiple family residential uses, such as apartment complexes and residential condominium complexes. Adjacent properties include single family dwellings and other apartment complexes.

The Gables is a gated community, with only one entrance/exit to the apartment complex. In terms of design, layout, and quality of construction, The Gables is a very nice facility. At 11 years old, it can still be considered fairly new construction, and particularly so for the City as a whole, which is an asset to the property and those surrounding it. Based on my review, The Gables is in very good condition and has been very well maintained, which, as much as anything, contributes both to its value and the value of surrounding properties.

It is my opinion that The Gables does not and is not likely to depress, let alone significantly depress, property values of adjacent properties on a going forward basis. Moreover, it is also my opinion that, given the good, well maintained condition of this 11 year old development, and the other factors discussed above, this apartment complex has in fact increased the value of adjacent properties during this time and will do so going forward.

Moreover, as to the more density issue you raised, my opinion is that this difference in the density, standing alone, does not affect the value of properties adjacent to The Gables whatsoever. More specifically, The Gables has the same positive effect on the values of adjacent properties with 14.2 units per acre, as it would if it had 10 units per acre.

Please let me know if you need any additional information from me in connection with the application filed with the City of Ridgeland regarding The Gables apartment complex.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Mark S. Irby".

Mark S. Irby, MAI

AFFIDAVIT OF GEORGE R. WALKER III

STATE OF MISSISSIPPI

COUNTY OF MADISON

I, **GEORGE R. WALKER III**, am above the age of 21, and of sound mind, and, having been first duly sworn, testify as follows:

1. I am Manager of The Madison Apartments, LLC, which owns and operates the apartment complex at 880 William Blvd., Ridgeland, Mississippi 39157, known as The Gables.

2. There are 168 apartment units in The Gables apartment complex.

FURTHER AFFIANT SAYETH NOT.



GEORGE R. WALKER III

SWORN TO AND SUBSCRIBED BEFORE ME, this the 7th day of May, 2014.



NOTARY PUBLIC

MY COMMISSION EXPIRES:

Aug. 18, 2017



RESPONSE TO QUESTION NO. 18

I. Description of Property

The Gables is a gated, apartment complex with 168 units located on an 11.829 acre parcel on William Boulevard. It is located in an area zoned as Multi-Family Residential (R-5). William Boulevard is accessible via its intersection with Old Canton Road.

William Boulevard winds its way east, with wooded areas on both sides of the road, before reaching The Gables and other properties. This prevents any view of Old Canton Road and gives a very private or secluded feel to this area.

The Gables apartments are accessible via one gated entrance/exit.



The office and a swimming pool are located at the entrance to the property.



The elevation of the property decreases the further away (North) one travels from William Boulevard. The first apartments are located behind an iron fence.



Much of the rest of the property is hidden from view given the elevation change, increasing the privacy of this small community.

In addition to the iron fence along the south side of the property (facing William Blvd), there is a fence that separates The Gables from the single family residential neighborhood located on the east side of the property. There is a natural barrier to the west side of the property that separates The Gables from the development to the west. There is an apartment complex known as Lexington Apartments located to the South, across William Boulevard.

II. Development of The Gables

The owners of the property on which The Gables apartment complex is built have, at all times, cooperated with, and sought approvals from, the City of Ridgeland and its Community Development Department.

1. Approval Initially Sought in 1999, During Planning Stages

Specifically, the then owners sought and obtained approval of the density requirements (or units per acre) for this development. By March 23, 1999, the owners obtained approval (through the Architectural Review level) of initial site plans and landscaping plans of this development, which was being planned together with a separate development on adjacent property known as the Lexington Apartment Homes. The Board of Aldermen then met twice (on April 20, 1999, and then May 4, 1999) to consider this development. On May 4, 1999, the Board approved an agreement between the City and the then owners and developers of the property to build The Gables at a density of 15 units per acre. See Board Minutes of May 4, 1999, including

attached letter memorializing terms of agreement. Pursuant to this agreement, the City agreed not to impose any additional requirements (except as to density).¹

As all parties contemplated, construction on The Gables (Phase 2) was to follow completion of construction on the Lexington Apartment homes (Phase 1).²

2. Approvals Sought Prior to Construction

In 2001, the owners began the process to obtain approval of the more detailed Site Plans for The Gables required before construction. At that time, the City had a Site Plan Review Policy pursuant to which the Mayor and Board of Aldermen were charged with approving plans once they had been “reviewed and evaluated by appropriate City employees in their field of expertise”. By November 15, 2001, the City provided comments on those plans, which were subsequently (and timely) revised. According to available records, the site plans passed the “Site Plan Review Checklist” on or about February 4, 2002. These Site Plans were later approved by the Architectural Review Board, and then the City signed off on them, paving the way for construction.

3. Director Affirms and Reaffirms Zoning Requirements

During this same time frame, the owners verified that the proposed plans for The Gables would comply with governing zoning requirements.

On November 1, 2001, John McCollum, then Director of Community Development, confirmed that the property is located in the R-5 Zoning District, or Multi-Family Dwellings, and that “[a] multi-family development allowing up to 17 units per acre is permitted in the R-5 district”.

On June 24, 2002, Director McCollum again confirmed this information.

4. Interim Director Acknowledges Zoning Compliance

On July 9, 2002, Interim Director of Community Development Ben Hays also confirmed this information and *stated that the site plans for The Gables complied with “all applicable zoning ordinance and regulations”*:

¹ At this time, the density requirement was 17 units per acre.

² Once construction of the first phase was completed (Lexington Apartments), John McCollum, then Director of Community Development for the City of Ridgeland, acknowledged the approved use of that property was considered a permitted use: “4. No Further Approvals of Licenses Required. The current use of the Project by its present owners for multi-family residential purposes is a permitted use under the Zoning Ordinance without the necessity of any rezoning, special exceptions, use permit, variance or other approval. We are not aware of any other permit or license required by this jurisdiction that a purchaser must obtain before it may acquire the Project or before the Project may continue to be used in the manner in which it is presently being used.”

“We have examined the plans and specifications for the apartment project to be constructed on this property to be known as The Gables Apartments. If the project is built in accordance with the plans and specifications, it will comply with all applicable zoning ordinance and regulations.”

5. Construction and Certificates of Occupancy

On June 20, 2002, the City of Ridgeland provided building permit No. 6779 for construction of The Gables.³ Ultimately, after numerous inspections of the construction by local officials, the City issued Certificates of Occupancy for The Gables. The Certificate for the first building was issued on October 17, 2003; the Certificate for the last building was issued on December 3, 2003. These Certificates specifically note that the complex was “in compliance with the various ordinances of the Jurisdiction regulating building construction *or use*.”

III. Summary

The Gables was built according to density and other requirements specifically approved by the City of Ridgeland, the Board of Aldermen, and the Department of Community Development. Indeed, construction did not proceed until this approval was obtained. As set forth above, The Gables was lawful and permitted when built.

Furthermore, there will be no useful purpose served by strict adherence to the current zoning ordinance’s density requirements for The Gables. This development has thrived since its construction in 2003 as a complex with 14.2 units per acre, without compromising (and in fact enhancing) the ideals of the City of Ridgeland.

Additional materials supportive of this response are attached.

³ Per regulations, the permit was not to be issued unless the proposed use of the property conformed to the requirements of the zoning ordinance. (See § 600.02-E (2001 Ord.)).

**MINUTES OF THE FIRST REGULAR MAY 1999 MEETING OF THE
MAYOR AND BOARD OF ALDERMEN OF THE
CITY OF RIDGELAND, MISSISSIPPI**

**MAY 4, 1999
6:30 P.M.**

The Mayor called the first regular May 1999 meeting to order. Present were Mayor Gene F. McGee, Alderman Linda Trunzler, Alderman Gerald Steen, Alderman Ann Hurd, Alderman Lisa Walters, Alderman Larry Roberts, City Clerk Michael McPhearson, and City Attorney Jerry Mills. Alderman Scott Jones entered the meeting at 6:35 p.m. The meeting opened with the Pledge of Allegiance and an invocation. *5/18/99*

CONSIDER MINUTES

The first order of business was accepting the minutes from the April 20, 1999 meeting. The minutes were accepted with no corrections.

CONSENT AGENDA

There next came for consideration the matter of approving items set out on the Consent Agenda. Alderman Steen moved to approve the following Consent Agenda:

- (a) Site Plans:-Order attached hereto as Exhibit "A"
 - i. Lake Harbour Crossing
 - ii. Lefoldt Building
- (b) Appraisal of North Lagoon Property-Order attached hereto as Exhibit "B"
- (c) Budget Amendment/Police Department-Order attached hereto as Exhibit "C"
- (d) Pepsi Pops/Special Events Permit-Order attached hereto as Exhibit "D"
- (e) Petition to Rezone Real Property/BankPlus-Order attached hereto as Exhibit "E"
- (f) Engineering Service Fee Proposal/Highway 51 Utilities Relocation-Order attached hereto as Exhibit "F"

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

Alderman Trunzler	Aye
Alderman Steen	Aye
Alderman Hurd	Aye
Alderman Walters	Aye
Alderman Davis	Aye
Alderman Roberts	Aye
Alderman Jones	Absent

The Mayor then declared the Motion carried.

At this point, Alderman Jones entered the meeting.

LEXINGTON APARTMENT HOMES/SITE PLAN

There next came for consideration the matter of approving a site plan for the Lexington Apartment Homes proposed to be constructed on a 13.201 acre tract south of William Boulevard. Alderman Steen moved to table the matter to allow time to consult with

the City Attorney. Alderman Trunzler seconded the Motion.

Alderman Jones made a Substitute Motion to close the meeting to determine the necessity for an executive session regarding potential litigation.

The Substitute Motion was seconded by Alderman Trunzler and a vote was taken thereon as follows:

Alderman Trunzler	Aye
Alderman Steen	Aye
Alderman Hurd	Aye
Alderman Walters	Aye
Alderman Davis	Aye
Alderman Roberts	Aye
Alderman Jones	Aye

Mayor then declared the Substitute Motion carried.

The meeting was closed and discussion followed regarding the necessity of going into executive session.

Alderman Walters moved that the Mayor and Board of Aldermen go into executive session to discuss potential litigation.

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

Alderman Trunzler	Aye
Alderman Steen	Aye
Alderman Hurd	Aye
Alderman Walters	Aye
Alderman Davis	Aye
Alderman Roberts	Aye
Alderman Jones	Aye

The Mayor then declared the Motion carried.

The Mayor reopened the meeting and announced that, by unanimous vote, the Mayor and Board of Aldermen were going into executive session to discuss potential litigation. The meeting was then closed and the Board went into executive session.

After discussion, during which no formal action was taken, Alderman Walters moved that the Board come out of executive session.

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

Alderman Trunzler	Aye
Alderman Steen	Aye
Alderman Hurd	Aye
Alderman Walters	Aye
Alderman Davis	Aye
Alderman Roberts	Aye
Alderman Jones	Aye

The Mayor then declared the Motion carried.

The meeting was then reopened, whereupon the Mayor informed the public that no action was taken during executive session.

Next, Alderman Jones moved to approve Lexington Apartment's site plan for the first

phase of Lexington Apartment Homes to be located on a 13.201 acre tract south of William Boulevard; and that the letter to City Attorney Jerry Mills from Gee Ogletree, Lexington's attorney, be made a part of the minutes; and that the second phase of the development to be located on a 11.829 acre tract north of William Boulevard be restricted to 15 units per acre. A copy of Gee Ogletree's letter is attached hereto as Exhibit "G".

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

Alderman Trunzler	Nay
Alderman Steen	Nay
Alderman Hurd	Aye
Alderman Walters	Aye
Alderman Davis	Aye
Alderman Roberts	Nay
Alderman Jones	Aye

The Mayor then declared the Motion carried.

AIRBORNE LASER TERRAIN MAPPING/ GIS NEEDS ASSESSMENT PROPOSAL

There next came for consideration the matter of Waggoner Engineering's Airborne Laser Terrain Mapping/GIS Needs Assessment Proposal. Alderman Trunzler moved to authorize the Mayor to negotiate and execute a written agreement with Waggoner Engineering, Inc. for the provision of :

1. GIS Needs Assessment
2. Airborne Laser Terrain Mapping

provided that notice to proceed with work shall not commence prior to an appropriate budget amendment or adoption of a new budget making provision for said work in the new fiscal year.

Further provided that any agreement with Waggoner Engineering, Inc. shall provide that if the City undertakes a project in which topographical surveying is required, it may purchase the survey information from Waggoner and that the full price paid for such information shall be deducted from the total cost by Waggoner. Copies of documents related to this matter are attached hereto as Exhibit "H".

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

Alderman Trunzler	Aye
Alderman Steen	Nay
Alderman Hurd	Aye
Alderman Walters	Aye
Alderman Davis	Aye
Alderman Roberts	Nay
Alderman Jones	Aye

The Mayor then declared the Motion carried.

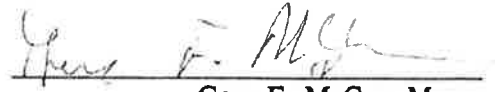
At this time, Alderman Trunzler left the meeting.

000399

ADJOURNMENT

There being no further business before the Mayor and Board of Aldermen the Mayor declared the first regular May 1999 meeting adjourned.

WITNESS MY SIGNATURE this the 10th day of May 1999.


Gene F. McGee, Mayor



ATTEST:


Michael McPhearson, City Clerk

ADAMS AND REESE LLP

Attorneys at Law
Baton Rouge
Houston
Jackson
Mobile
New Orleans
Washington, DC

May 4, 1999

Mr. Jerry L. Mills
Pyle Dreher Mills & Dye, P.A.
779 Avery Blvd. N Suite 200
Ridgeland, Mississippi 39157

Via Facsimile (601) 957-7440

Powell G. Ogletree, Jr.
(601) 292-0740
ogletreepg@arlaw.com

Re: Lexington Apartments

Dear Jerry:

This letter shall memorialize the final agreement between my clients, Ridgeland Construction One, L.L.C. and Dawn Properties, Inc. ("Owners and Developers"), and the City of Ridgeland ("City") concerning the Lexington Apartment Homes ("Lexington") pertaining to property being approximately 11.829 acres north and 13.201 acres south of William Boulevard in Section 33, Township 7 North, Range 2 East in the City in Madison County, Mississippi (the "Property").

The Owners and Developers acknowledge that they desire to develop the Property as one development in two phases. The City approves the plans and specifications for the Lexington on the first phase, the 13.201 acre tract south of William Boulevard, acknowledging that the density of this tract is 17 units to the acre. The City approves the first phase of the Lexington subject to the terms of this agreement.

The Owners and Developers acknowledge that they have not yet completed all plans and specifications for the second phase of the Lexington, the 11.829 acre tract north of William Boulevard and anticipate presenting that information to the City within three to four weeks. The City and the Owners and Developers acknowledge that the density on this tract is 15 units to the acre. The Owners and Developers acknowledge that, except for the lowering of the density to 15 units to the acre and the Owners' and Developers' commitment to construct at least four free standing connected garages on the second phase, the landscaping, unit design, general layout, and amenities on the second phase of the Lexington shall be substantially similar to the first phase (the 13.201 acre tract). The City agrees to not impose additional requirements on the second phase that were not imposed on the first phase and agrees to approve the plans and specifications for the second phase so long as they comply with the terms of this agreement. Unless the site plan for phase two is approved within sixty days with such approval not to be unreasonably withheld, the Owners and Developers shall place covenants on phase two restricting the density to a maximum of 15 units per acre

000437

Mr. Jerry Mills
May 4, 1999
Page 2

and imposing conditions on initial construction consistent with the terms of this paragraph.

Although the Property will be developed in two phases, the Owners and Developers anticipate completing phase one (south of William Boulevard) prior to beginning construction of phase two (north of William Boulevard).

Thank you for your help and cooperation in this matter. My clients are looking forward to beginning work on the Lexington. They will continue to be good business citizens of the City of Ridgeland and anticipate the continuation of their good relationship with the City and its officials.

If you have any questions, please contact me.

Sincerely,

ADAMS AND REESE LLP


Gee Ogletree

cc: Ridgeland Construction One, L.L.C.
Dawn Properties, Inc.

MAYOR
Gene F. McGee
CITY CLERK
David W. Overby



BOARD OF ALDERMEN

Ken Heard, Ward 1
Chuck Gautier, Ward 2
Carole A. Davis, Ward 3
Larry Roberts, Ward 4
Scott Jones, Ward 5
Linda Davis Trunzler, Ward 6
Mayor Pro Tempore
Gerald Steen, At-Large

November 1, 2001

George Walker, President
Heritage Properties, Inc.
7570 Old Canton Road, Suite 100
Madison, MS 39110

Subject: Zoning verification for Tax parcel 72H-33C-100/01

Dear Mr. Walker,

Thank you for your request for a zoning clarification on the above mention property located on William Blvd described in attached exhibit "A" is located in the R-5 Zoning District. A multi-family development allowing up to 17 units per acre is permitted in the R-5 district.

Thank you for your request in this matter. Please do not hesitate to call me at 601-856-3877 if you have any questions,

Sincerely,

John M. McCollum
Director for Community Development

City of Ridgeland

EXHIBIT "A"
LEGAL DESCRIPTION

A tract of land containing 11.829 acres situated in the Northern Half (N1/2) of the Southwest Quarter (SW 1/4) of Section 33, Township 7 North, Range 2 East, Ridgeland, Madison County, Mississippi and being more particularly described as follows:

COMMENCE at the Southeast corner of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 33, Township 7 North, Range 2 East, and run North 621.74 feet; thence West for a distance of 1524.18 feet to the POINT OF BEGINNING for the property herein described as follows: run thence along the Northern right-of-way line of William Boulevard, as it is now in use, the following courses: South 89 degrees 56 minutes 02 seconds West for a distance of 339.02 feet to the beginning of a curve to the left; thence Westerly, counterclockwise along the arc of said curve for a distance of 223.02 feet to the point of a reverse curve, said curve having a central angle of 10 degrees 33 minutes 14 seconds, a radius of 1210.77 feet and a chord bearing of South 84 degrees 40 minutes 33 seconds West for a distance of 222.71 feet; thence Westerly, clockwise along the arc of said curve for a distance of 201.15 feet to the point of tangency, said curve having a central angle of 25 degrees 30 minutes 00 seconds, a radius of 451.97 feet and a chord bearing of North 87 degrees 51 minutes 04 seconds West for a distance of 199.50 feet; thence North 75 degrees 18 minutes 30 seconds West to the Eastern boundary of the Sunchase of Ridgeland, LTD property; thence North 16 degrees 33 minutes 00 seconds East along said Eastern boundary for a distance of 725.77 feet to the Southern boundary of Lincoln Village Subdivision; thence North 89 degrees 53 minutes 59 seconds East along said Southern boundary for a distance of 642.47 feet to the Western boundary of Hawthorn Green Subdivision, Part 1; thence South 02 degrees 46 minutes 25 seconds West along said Western boundary for a distance of 698.63 feet to the POINT OF BEGINNING.

SIGNED FOR IDENTIFICATION PURPOSES THIS 1ST DAY OF MARCH, 2001.

JAMES P. CARNEY

GEORGE R. WALKER, III

City of Ridgeland
Community Development
Post Office Box 217
304 Highway 51
Ridgeland, Mississippi 39158
601.856.3877
www.ridgelandms.org



Gene F. McGee
Mayor

John M. McCollum
Director of Community
Development

Board of Aldermen
Ken Heard, Ward 1
Chuck Gautier, Ward 2
Carole A. Davis, Ward 3
Larry Roberts, Ward 4
Scott Jones, Ward 5
Linda Davis Trunzler, Ward 6
Mayor Pro Tempore
Gerald Steen, At-Large

THE CITY OF

RIDGELAND

June 24, 2002

Mr. George Walker, President
Heritage Properties Inc.
7570 Old Canton Road, Suite 100
Madison, Mississippi 39110

Re: Zoning Verification:
Tax Parcel #072H-33C-100/01

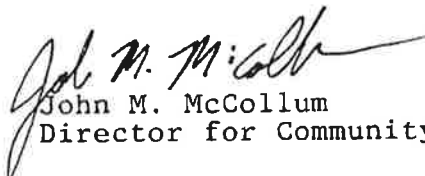
Dear Mr. Walker:

Per your request for a zoning clarification on the above mentioned property located on William Blvd. as described in the attached Exhibit "A"; the said property is located in the R-5 Zoning District. A multi-family development allowing up to seventeen (17) units per acre is permitted in the R-5 District.

Thank you for your request in this matter. Please do not hesitate to call me at 601-856-3877 if you have any questions.

Sincerely,

CITY OF RIDGELAND


John M. McCollum
Director for Community Development

JMM/kk

City of Ridgeland
Community Development
Post Office Box 217
304 Highway 51
Ridgeland, Mississippi 39158
601.856.3877
www.ridgelandms.org



July 9, 2002

Paula B. Carruth, Director
U.S. Department of HUD
A.H. McCoy Federal Bldg., Room 910
100 West Capitol Street
Jackson, MS 39269

RE: Project Name: The Gables Apartments
Project Location: Ridgeland, MS
Project No.: 065-35531-PM
Tax Parcel No.: 072H-33C-100/01

Dear Ms. Carruth:

The above referenced property located in Section 33, Township 7 North, Range 2 East, which is more particularly described on Exhibit "A" attached hereto, is located in the R-5 Zoning District, which permits multifamily apartment buildings with commercial and related facilities.

We have examined the plans and specifications for the apartment project to be constructed on this property to be known as The Gables Apartments. If the project is built in accordance with the plans and specifications, it will comply with all applicable zoning ordinance and regulations.

Sincerely,

City of Ridgeland

Ben R. Mays
Interim Director of Community Development

Gene F. McGee
Mayor

John M. McCollum
Director of Community
Development

Board of Aldermen
Ken Heard, Ward 1
Chuck Gautier, Ward 2
Carole A. Davis, Ward 3
Larry Roberts, Ward 4
Scott Jones, Ward 5
Linda Davis Trunzler, Ward 6
Mayor Pro Tempore
Gerald Steen, At-Large

THE CITY OF

RIDGELAND

City of Ridgeland
Community Development
Post Office Box 217
304 Highway 51
Ridgeland, Mississippi 39158
601.856.3877
www.ridgelandms.org



Gene F. McGee
Mayor

John M. McCollum
Director of Community
Development

Board of Aldermen
Ken Heard, Ward 1
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Larry Roberts, Ward 4
Scott Jones, Ward 5
Linda Davis Trunzler, Ward 6
Mayor Pro Tempore
Gerald Steen, At-Large

THE CITY OF

RIDGELAND

November 15, 2001

Mr. Ed Springer
Springer Engineering, Inc.
206 Old West Point Road
Starkville MS 39759

RE: MADISON APARTMENTS

Dear Mr. Springer:

We have reviewed the site plans submitted and the following additional comments or questions must be addressed before being placed on the Agenda for the Architectural Review Board:

WATER AND SEWER REQUIREMENTS

1. Why are there separate domestic and fire water lines?
2. We recommend that a single 8" water line be installed with more isolation valves.
3. How will the water service be metered and where will the meters be installed?
4. Dimentioned is spelled wrong.
5. Standard detail sheets should be included for water and sewer utilities.
6. Plan and profile sheets should be included for the sewer lines.

HYDROLOGY & HYDRAULICS REQUIREMENTS

1. Submit tabulation of stage-storage-discharge for runoff thru detention pond.
2. Show details of basin including outlet structure.

SITE PLAN REQUIREMENTS

1. The zoning of adjacent lots. (Type of proposed business).

November 15, 2001

Page 2

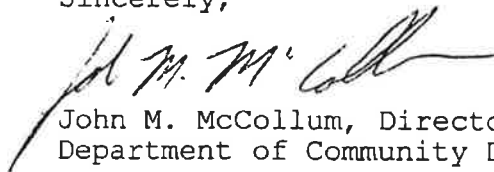
RE: MADISON APARTMENTS

2. Accessways, curb cuts, driveways and parking and loading areas.
3. Floodplain and floodway designations from Federal Emergency Management Agency, Federal Insurance Administration Maps Existing and proposed storm drainage facilities, including any proposed floodway modifications. Drainage plans shall indicate adjacent off-site drainage courses and projected storm water volumes from off-site and on-site sources.

Please find attached comments from Deputy Fire Chief Bob Hill of the Ridgeland Fire Department regarding fire protection.

If you have any questions or alternatives to the above comments, please call me at 856-3877.

Sincerely,



John M. McCollum, Director
Department of Community Development

JMM/cr



CITY OF RIDGELAND FIRE DEPARTMENT

P.O. Box 361
Ridgeland, Mississippi 39158

Gene F. McGee
Mayor
856-7113

Elmer E. Waits, Jr.
Fire Chief
856-7004

MEMORANDUM

TO: THE MADISON APARTMENTS PROJECT MANAGER.

FROM: JOE KELLY, FIRE INSPECTOR JK

DATE: NOVEMBER 14, 2001

SUBJECT: FIRE PROTECTION

LOCATION: WILLIAM BOULEVARD, RIDGELAND MS.

Listed below are some items that need to be addressed at this time for the above project.

1. The international fire code (503.2.1) requires all access roads shall have an unobstructed width of not less than twenty (20) feet.
2. Please see the water, sewer and fire protection plans that we reviewed for the locations of the fire department connections.
3. The fire extinguishers shall not be less than 2A 10 BC.

Please give us a call if we can be of any assistance.

McClellan Apts.

2/4/02

I. SITE PLAN REVIEW CHECKLIST & POLICY

SITE PLAN REVIEW POLICY

Under the Development Review Ordinance of the City of Ridgeland, the Mayor and Board of Aldermen are charged with the duty of site plan review. In order to properly evaluate site plans for final approval, the Mayor and Board of Aldermen rely on the professional review of various City employees. It is the policy of the City of Ridgeland that prior to the submission of a site plan to the Mayor and Board of Aldermen, the proposed site plan shall have been first reviewed and evaluated by appropriate City employees in their field of expertise. The Public Works Director shall devise an appropriate checklist to assure that each item required to be contained in a site plan shall have been included and shall be reviewed by the appropriate departments of the City of Ridgeland. Said checklist, together with all recommendations of reviewing City employees shall be submitted to the Mayor and Board of Aldermen with the Site Plan.

All items on the Site Plan Review Checklist will be on Applicants Plans or THEY WILL NOT BE PUT ON THE AGENDA FOR ARCHITECTURAL REVIEW BOARD.

CITY OF RIDGELAND
SITE PLAN REVIEW CHECKLIST

(1) Lot Lines (Property Lines). YES ☒ NO ☐ COMMENTS: _____
(Survey for New Projects
by Registered Surveyor
or Engineer)

(2) The Zoning of Adjacent Lots. YES ☐ NO ☒ COMMENTS: _____
(Type of Proposed Business)
OK
BOM
RESIDENTIAL

(3) The Names of Owners of Adjacent Lots. YES ☒ NO ☐ COMMENTS: _____

(4) Rights-of-Way of Existing and Proposed Streets, including Streets Shown on the Adopted Thoroughfares Plan. YES ☒ NO ☐ COMMENTS: _____

(5) Accessways, Curb Cuts, Driveways and Parking and Loading Areas. YES ☒ NO ☐ COMMENTS: _____

*Eedwards Note
Dated 1/25/02*

Correct dimensions

(6) All Existing and Proposed Easements.

YES ☒

NO ☐

COMMENTS: _

(7) All Existing and Proposed Water and Sanitary Sewer Lines.

YES ☒

NO ☐

COMMENTS: _

(8) Floodplain and Floodway Designations from Federal Emergency Management Agency, Federal Insurance Administration Maps Existing and Proposed Storm Drainage Facilities, Including Any Proposed Floodway Modifications. Drainage Plans Shall Indicate Adjacent Off-Site Drainage Courses and Projected Storm Water Volumes From Off-Site and On-Site Sources.

YES ☒

NO ☐

COMMENTS: _

*OK
See full letter
Date 1/5/02
Yes but need detention
volume*

(9) Landscape Plan With Legend.
(Must Meet Landscape Ordinance)

YES ☒

NO ☐

COMMENTS: _

*Need more details
on plants*

(10) Building Lines and the Location of All Structures, Existing and Proposed.

YES ☒

NO ☐

COMMENTS: _

(11) Building Elevations.

YES ☒ NO ☐ COMMENTS: _

(12) Proposed Uses of the Land
and Buildings.

YES ☒ NO ☐ COMMENTS: _

(13) Contours at Vertical
Intervals of Two (2) Feet
of Less.

YES ☒ NO ☐ COMMENTS: _

(14) Open Space and Recreation
Areas, When Required.

YES ☒ NO ☐ COMMENTS: _

(15) Area (in Square Feet and/or
Acres) of Parcel.

YES ☒ NO ☒ COMMENTS: _

11.829 ACRES
515,271.24 S.F.

(16) Proposed Gross Lot Coverage
by Buildings and Structures.

YES ☒ NO ☒ COMMENTS: _

22.37% COVERAGE

(17) Drainage - Before & After
Run Off Calculations.

YES ☒ NO ☐ COMMENTS: _

(18) Number and Type of Dwelling Units (Where Proposed).

YES ☒ NO ☒ COMMENTS: Include Density
BUILDING TABULATION INCLUDED

(19) A "Development Plan" (see Section 2511.02) When Staging of Development is Proposed.

YES ☒ NO ☐ COMMENTS: NA

(20) The Location of any Existing and Proposed Free-Standing Signs. (Must Meet Sign Ordinance)

YES ☒ NO ☒ COMMENTS: Provide Details
SIGN DETAIL ATTACHED

(21) Garbage Storage.

YES ☒ NO ☐ COMMENTS: NA

(22) Truck Loading Facilities and Routing.

YES ☒ NO ☐ COMMENTS: NA

(23) Grease Traps.

YES ☒ NO ☐ COMMENTS: NA

(24) Fire Protection (Fire Department).

YES ☒ NO ☐ COMMENTS: NA

(25) 1000:1 Scale Vicinity Map.

YES



NO



COMMENTS: _

(26) Site Lighting with Cut Sheet.

YES



NO

COMMENTS: _

(27) Architectural Review Board
Checklist (Filled Out By
Applicant).

YES



NO

COMMENTS: _

(28) Additional Data Necessary To
Allow for a Thorough Evaluation
of the Proposed Use.

YES



NO

COMMENTS: _

PLEASE KEEP POSTED ON SITE AT ALL TIMES

CITY OF RIDGELAND

PERMIT No 6779

ISSUED TO: THE CABLE'S APARTMENT (OWNER)

For the
XXX erection or construction
_____ excavation or site work
_____ repair or alteration
_____ moving
_____ Other: _____

Of a structure or facility:
_____ one or two-family dwelling
XXX multi-family complex dwelling
_____ commercial structure
_____ other: _____

Located at: 880 WILLIAM BLVD.

Contractor: HERITAGE CONSTRUCTION CO., INC. (Name)

or
Builder: 605-6116 ext 121 (Phone Number)

Date Issued: 06-20- 20 02

Official Issuing Permit

* * * * *

INSPECTION RECORD

(For Use of Building Official)

Site work	_____	Reinspection	_____	Charges	_____
Rough plumbing	_____	Reinspection	_____	Charges	_____
Foundation	_____	Reinspection	_____	Charges	_____
Electrical	_____	Reinspection	_____	Charges	_____
and Framing	_____	Reinspection	_____	Charges	_____
Final	_____	Other Charges:	_____	Charges	_____

TO: City Clerk

Final inspection having been made, and approved, you may issue
certificate of occupancy upon payment of charges in the total amount of
\$ _____

MAYOR
Gene F. McGee
CITY CLERK
David W. Overby



BOARD OF ALDERMEN

Ann Brame Hurd, Ward 1
Lisa DeCell Walters, Ward 2
Carole A. Davis, Ward 3
Larry Roberts, Ward 4
Scott Jones, Ward 5
Linda Davis Trunzler, Ward 6
Gerald Steen, At-Large
Mayor Pro Tempore

May 15, 2001

Salomon Brothers Realty Corp.
C/O Charles E. Schrank
Sidley & Austin
Bank One Plaza
10 South Dearborn Street
Chicago, IL 60603

RE: Lexington Apartments, 879 William Blvd., Ridgeland MS 39157: Tax
Parcel No. 072H-33C-097

Ladies and Gentlemen:

In response to the letter from James L. Martin dated May 14, 2001 requesting certain land use information regarding the Property and Project, we have provided the following material:

Approved Site Plan for the Project, evidencing approval by the applicable zoning enforcement official.

Information on specific zoning or other land use approvals

Certificates of occupancy pertaining to the project.

All other information with regard to the zoning ordinance and map is available at no charge on the City of Ridgeland web site. The City's website address is www.rideglandms.org

1. Current Zoning. The land on which the Project is constructed is zoned R-5 and is subject only to the use restrictions generally applicable to that classification which are contained in the Zoning Ordinance. Exception: See the attached agreement between the City of Ridgeland and Mr. Denis Ford.

2. Conformance with Current Zoning Requirements. Based on the materials available from our records, we have no reason to believe that either the use of the Property or the improvements thereon are nonconforming.

3. Right to Rebuild following Casualty. In the event of casualty, the Project may be rebuilt substantially in its current form (i.e., no loss of square footage, same building footprint) upon satisfaction of the following conditions and or the limitations:

Compliance with any newly adopted technical codes i.e. Building, Gas, Plumbing, Mechanical, Electrical or Fire Codes.

4. No Further Approvals or Licenses Required. The current use of the Project by its present owners for multi-family residential purposes is a permitted use under the Zoning Ordinance without the necessity of any rezoning, special exceptions, use permit, variance or other approval. We are not aware of any other permit or license required by this jurisdiction that a purchaser must obtain before it may acquire the Project or before the Project may continue to be used in the manner in which it is presently being used.

5. Compliance with Subdivision Regulations. The Project complies with, or is otherwise exempt from, applicable subdivision regulations.

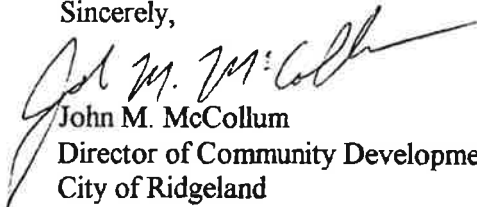
6. No Applications pending. No applications for rezoning of the Project, or for a special or conditional use permit or variance in connection with the Project, is now pending. No proceeding to challenge the zoning, or other governmental approval or use of the Project is pending, or, to the best of our knowledge, overtly threatened.

7. Certificates of Occupancy Issued. It is not necessary for a new purchaser of the Property to obtain either a new certificate of occupancy or an amendment to the existing certificates of occupancy in order to own, use and occupy the Project in the manner in which it is presently being used by the current owners and their tenants.

8. No Violations; All Development-Related Fees Paid. We are unaware of the existence of any violations or alleged violations of any zoning, subdivision building or similar ordinances or regulations applicable to the Project within the past three years or any enforcement proceedings against the Project that are pending or contemplated. The parking impact fee in the amount of \$11,000 dollars has not been paid and will be accessed on the property taxes for 2001. All other fees have been paid in connection with the development and use of the Project, including impact related fees, (with the exception of parking impact) have been paid, and no such fees which would have applicability to the Project are otherwise pending or contemplated

9. No Rent Control. The Project is not subject to any rent control regulations.

Sincerely,


John M. McCollum
Director of Community Development
City of Ridgeland

Certificate of Occupancy

THE GABLES APARTMENT

Department of Community Development Building Inspections Division

This Certificate issued pursuant to the requirements of the Standard Building Code certifying that at the time of issuance this structure was in compliance with the various ordinances of the Jurisdiction regulating building construction or use. For the following:

Use Classification Multi-Family Residential Bldg. Permit No. 6779
Group R Type Construction VI Fire District M/A
Owner of Building The Gables Apartment Address _____
880 William Blvd. Locality Ridgeland, Mississippi
Building Address _____
(Clubhouse/Leasing Office) By Chris Ramsey
Chris Ramsey Date October 17, 2003
Building Official

POST IN A CONSPICUOUS PLACE

Certificate of Occupancy

THE CABLES APARTMENT

Department of Community Development Building Inspections Division

This Certificate issued pursuant to the requirements of the Standard Building Code certifying that at the time of issuance this structure was in compliance with the various ordinances of the jurisdiction regulating building construction or use. For the following:

Use Classification Multi-Family Residential Bldg Permit No 6779
Group R Type Construction VI Fire District N/A
Owner of Building The Cables Apartment Address _____
Building Address 880 William Blvd. Locality Ridgeland, Mississippi
(Building #1)
Chris Ramsey City Miss. Ridge
Building Official Date October 17, 2003

POST IN A CONSPICUOUS PLACE

Certificate of Occupancy

THE CABLES APARTMENT

Department of Community Development
Building Inspections Division

This Certificate issued pursuant to the requirements of the Standard Building Code certifying that at the time of issuance this structure was in compliance with the various ordinances of the jurisdiction regulating building construction or use. For the following:

Use Classification Multi-Family Residential Bldg. Permit No. 6779
Group R Type Construction VI Fire District N/A
Owner of Building The Cables Apartment Address Ridgeland, Mississippi
880 William Blvd. Locality Chris Ramsey
(Building #2) Building Official Chris Ramsey Date October 17, 2003

POST IN A CONSPICUOUS PLACE

Certificate of Occupancy

THE GABLES APARTMENTS

Department of Community Development
Building Inspections Division

This Certificate issued pursuant to the requirements of the Standard Building Code certifying that at the time of issuance this structure was in compliance with the various ordinances of the Jurisdiction regulating building construction or use. For the following:

Use Classification Multi-Family Residential Bldg. Permit No. 6779
Group R Type Construction VI Fire District N/A
Owner of Building The Gables Apartment Address _____
Building Address 880 William Blvd. Locality Ridgeland, Mississippi
(Building #3)
By Chris Ramsey
Building Official Date October 20, 2003

POST IN A CONSPICUOUS PLACE

Certificate of Occupancy

THE GABLES APARTMENTS

Department of Community Development

Building Inspections Division

This Certificate issued pursuant to the requirements of the Standard Building Code certifying that at the time of issuance this structure was in compliance with the various ordinances of the Jurisdiction regulating building construction or use. For the following:

Use Classification Multi-Family Residential Bldg. Permit No. 6779
Group R Type Construction VI Fire District N/A
Owner of Building The Gables Apartment
Building Address 880 William Blvd. Locality Ridgeland, Mississippi
(Building #4)
By Chris Ramsey
Building Official Date October 20, 2003

POST IN A CONSPICUOUS PLACE

Certificate of Occupancy

THE GABLES APARTMENT

Department of Community Development
Building Inspections Division

This Certificate issued pursuant to the requirements of the Standard Building Code certifying that at the time of issuance this structure was in compliance with the various ordinances of the jurisdiction regulating building construction or use. For the following:

Use Classification **Multi-Family Residential** Wide Permit No. **6779**
Group **R** Type Construction **VI** Fire District **N/A**
Owner of Building **The Gables Apartment** Address _____
Building Address **880 William Blvd.** Locality **Ridgeland, Mississippi**
(Building #5) City _____
Chris Ramsey Date **October 23, 2003**
Building Official

POST IN A CONSPICUOUS PLACE

Certificate of Occupancy

THE GABLES APARTMENT

Department of Community Development
Building Inspections Division

This Certificate issued pursuant to the requirements of the Standard Building Code certifying that at the time of issuance this structure was in compliance with the various ordinances of the jurisdiction regulating building construction or use. For the following:

Use Class: Multi-Family Residential Bag Permit No. 6779
City: R State: VI N/A
Order of this AG: The Gables Apartment
Building Address: 880 William Blvd. Address: Ridgeland, Mississippi
(Building #6)
By: Chris Ramsey
Building Official: November 5, 2003

POST IN A CONSPICUOUS PLACE

Certificate of Occupancy

THE GABLES APARTMENT

Department of Community Development
Building Inspections Division

This Certificate issued pursuant to the requirements of the Standard Building Code certifying that at the time of issuance this structure was in compliance with the various ordinances of the Jurisdiction regulating building construction or use. For the following:

Use Classification Multi-Family Residential VI N/A 6779
Group R Type Construction VI Fire District
Owner of Building The Gables Apartment Address Ridgeland, Mississippi
Building Address 880 William Blvd. Locality
(Building #7)
By Chris Ramsey Date November 24, 2003
Building Official

POST IN A CONSPICUOUS PLACE

Certificate of Occupancy

THE GABLE APARTMENT

Department of Community Development
Building Inspections Division

This Certificate issued pursuant to the requirements of the Standard Building Code certifying that
at the time of issuance this structure was in compliance with the various ordinances of the
Jurisdiction regulating building construction or use. For the following:

Use Classification Multi-Family Residential R VI N/A 6779
Group R VI N/A 6779
Owner of Building The Gables Apartment Ridgeland, Mississippi
Building Address 880 William Blvd. (Building #8) By Chris Ramsye
Chris Ramsye November 25, 2003
Building Official Chris Ramsye November 25, 2003

POST IN A CONSPICUOUS PLACE

Certificate of Occupancy

THE GABLE APARTMENTS

Department of Community Development
Building Inspections Division

This Certificate issued pursuant to the requirements of the Standard Building Code certifying that at the time of issuance this structure was in compliance with the various ordinances of the Jurisdiction regulating building construction or use. For the following:

Use Classification Multi-Family Residential Bldg. Permit No. 6779
Group R Type Construction VI Fire District N/A
Owner of Building The Gable Apartments address _____
Building Address 880 William Blvd. Locality Ridgeland, Mississippi
(Building #9)
Chris Ramsey By Chris Ramsey
Building Official Date December 3, 2003

POST IN A CONSPICUOUS PLACE

Certificate of Occupancy

THE GABLES APARTMENT

Department of Community Development
Building Inspections Division

This Certificate issued pursuant to the requirements of the Standard Building Code certifying that at the time of issuance this structure was in compliance with the various ordinances of the Jurisdiction regulating building construction or use. For the following:

Use Classification **R** Type Construction **VI** Fire District **N/A** Bldg. Permit No. **6779**
Owner of Building **The Gables Apartment** Address **Ridgeland, Mississippi**
Building Address **880 William Blvd. (Building #10)** Locality **Chris Ramsey** By **Chris Ramsey** Date **November 24, 2003**
Building Official **Chris Ramsey**

POST IN A CONSPICUOUS PLACE

Certificate of Occupancy

THE GABLES APARTMENT

Department of Community Development

Building Inspections Division

This Certificate issued pursuant to the requirements of the Standard Building Code certifying that at the time of issuance this structure was in compliance with the various ordinances of the jurisdiction regulating building construction or use. For the following:

Use Classification Multi-Family Residential Bag Permit No. 6779

Group R Type Classification VI Fire District N/A

Owner of Building The Gable Apartment Address

Building Address 880 William Blvd. Locality Ridgeland, Mississippi

(Building #11)

By Chris Ramsey

Building Official

Date

November 24, 2003

POST IN A CONSPICUOUS PLACE

372908

BOOK 0514 PAGE 940

RETURN TO: ~~FILED~~ ~~RECORDED~~ ~~INDEXED~~
 TAYLOR, COMINGTON & SMITH
 P.O. BOX 3508
 JACKSON, MS 39207-3508
 601-969-7817

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid; and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, the undersigned JAMES P. CARNEY and GEORGE R. WALKER III do hereby sell, convey and warrant unto THE MADISON APARTMENTS, LLC, a Mississippi limited liability company, the following described land and property lying and being situated in Madison County, State of Mississippi, more particularly described as follows, to-wit:

A tract of land containing 11.829 acres situated in the Northern Half (N ½) of the Southwest Quarter (SW ¼) of Section 33, Township 7 North, Range 2 East, Ridgeland, Madison County, Mississippi and being more particularly described as follows:

Commence at the Southeast corner of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of Section 33, Township 7 North, Range 2 East, and run North 621.74 feet; thence West for a distance of 1524.18 feet to the point of beginning for the property herein described as follows: run thence along the northern right-of-way line of William Boulevard as it is now in use, the following courses: South 89 degrees 56 minutes 02 seconds West for a distance of 339.02 feet to the Beginning of a curve to the left; thence westerly, counterclockwise along the arc of said curve for a distance of 223.02 feet to the point of a reverse curve, said curve having a central angle of 10 degrees 33 minutes 14 seconds, a radius of 1210.77 feet and a chord bearing of south 84 degrees 40 minutes 33 seconds west for a distance of 222.71 feet; thence westerly, clockwise along the arc of said curve for a distance of 201.15 feet to the point of tangency, said curve having a central angle of 25 degrees 30 minutes 00 seconds, a radius of 451.97 feet and a chord bearing of North 87 degrees 51 minutes 04 seconds West for a distance of 199.50 feet; thence North 75 degrees 18 minutes 30 seconds West for a distance of 57.19 feet to the eastern boundary of the Sunchase of Ridgeland, Ltd. property; thence North 16 degrees 33 minutes 00 seconds East along the eastern boundary for a distance of 725.77 feet to the Southern boundary of Lincoln Village Subdivision; thence North 89 degrees 53 minutes 59 seconds East along said southern boundary for a distance of 642.47 feet to the western boundary of Hawthorn Green Subdivision Part 1; thence South 02 degrees 46 minutes 25 seconds West along said western boundary for a distance of 698.63 feet to the Point of Beginning.

The above described and conveyed property constitutes no part of the homestead of the grantors.

IT IS AGREED AND UNDERSTOOD that the taxes for the current year have been prorated as of this date on an estimated basis, and when said taxes are actually determined, if the proration as of this date is incorrect, then the grantor agrees to pay to said grantees or their assigns any deficit on an actual proration.

THIS CONVEYANCE and the warranty herein contained are subject to the following:

1. That certain Right of Way to MP&L recorded in Book 7 at Page 93 of the aforesaid land records.

0514-941

2. That certain Easement to the City of Ridgeland recorded in Book 132 at Page 671 of the aforesaid land records.
3. That certain reservation of a one-half (1/2) non-participating royalty interest in Warranty Deed executed by Mrs. L. A. Kile and Mr. J. E. Richardson to W. W. Ford, Jr. dated February 8, 1940 and recorded in Book 127 at Page 347.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized officer/representative on this the 11th day of July, 2002.

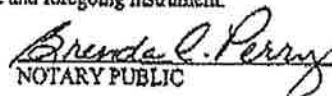

JAMES P. CARNEY

GEORGE R. WALKER III

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 11th day of July, 2002, within my jurisdiction, the within named JAMES P. CARNEY, who acknowledged that he signed and delivered the above and foregoing instrument.


NOTARY PUBLIC

My Commission Expires:

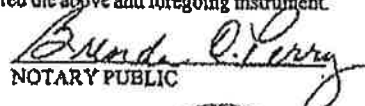
Notary Public State of Mississippi At Large
My Commission Expires January 7, 2006
Bonded Thru Helton, Brooks & Garland, Inc.



STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 11th day of July, 2002, within my jurisdiction, the within named GEORGE R. WALKER III, who acknowledged that he signed and delivered the above and foregoing instrument.


NOTARY PUBLIC

My Commission Expires:

Notary Public State of Mississippi At Large
My Commission Expires January 7, 2006
Bonded Thru Helton, Brooks & Garland, Inc.



0514-942

Address & Phone of Grantor:

7570 Old Canton Road, Suite 100
Madison, MS 39110
Home Phone: N/A
Business Phone: 601/605-1015

Address and Phone of Grantee:

7570 Old Canton Road, Suite 100
Madison, MS 39110
Home Phone: N/A
Business Phone: 601/605-1015

Indexing Instructions:

11.829 acres situated in the N 1/4 of the SW 1/4 of
Section 33, Township 7 North, Range 2 East,
Ridgeland, Madison County

Prepared By:

Taylor, Covington & Smith
Post Office Box 3509
Jackson, MS 39207-3509
601/969-7817



STATE OF MISSISSIPPI, COUNTY OF MADISON

I certify that the within instrument was filed for record in my office this 16 day
of Jul, 2002 at 10 o'clock A.M., and was duly recorded
on the JUL 16 2002, Book No. 514, Page 940.
MIKE CROOK, CHANCERY CLERK BY: B. Richards D.C.

372915

BOOK 1427 PAGE 364

Mississippi - UCC1 FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

Brenda O. Perry, Paralegal @ 601-969-7817

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Taylor, Covington & Smith, P.A.
P. O. Box 3509
Jackson, MS 39207-3509

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

The Madison Apartments, LLC

OR 1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

7570 Old Canton Road, Suite 100

CITY

Madison

STATE

MS

POSTAL CODE

39110

1d. COUNTY #

45

ADDL INFO RE
ORGANIZATION
DEBTOR1e. TYPE OF ORGANIZATION
limited liability co.1f. JURISDICTION OF ORGANIZATION
Mississippi1g. ORGANIZATIONAL ID #, if any
701317☐ NONE2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

2d. COUNTY #

ADDL INFO RE
ORGANIZATION
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

☐ NONE3. SECURED PARTY'S NAME (w/ NAME of TOTAL ASSIGNEE of ASSIGNOR S.P.) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

GMAC Commercial Mortgage Corporation

OR 3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

P. O. Box 1015

CITY

Horsham

STATE

PN

POSTAL CODE

19044-8015

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

All the following described property located or to be located on the real estate owned by Debtor, described in Exhibit A attached hereto:

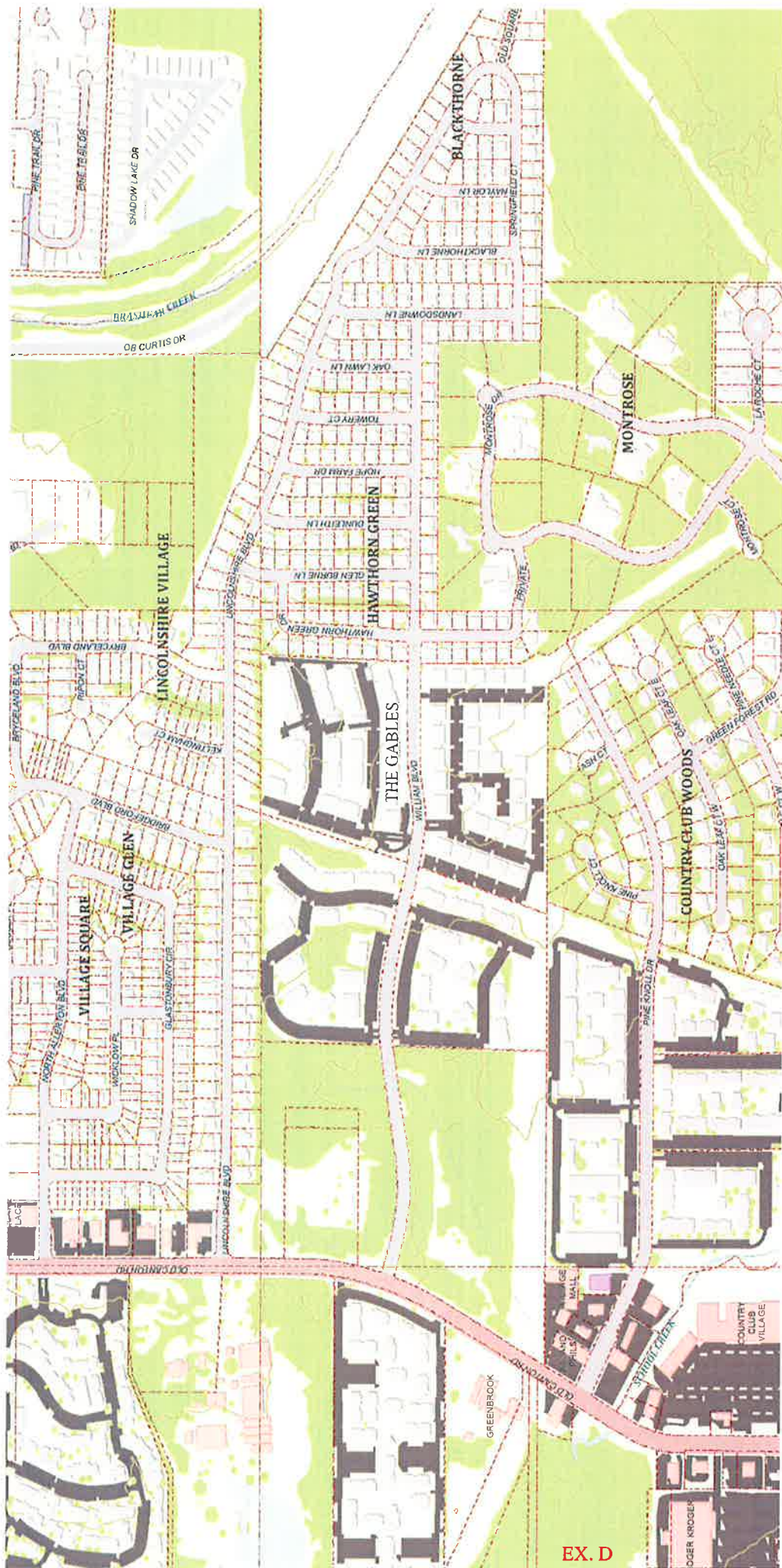
All fixtures, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and located in, on, or used or intended to be used in connection with or in the operation of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing; all building materials, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by the Debtor for the purpose of being used or useful in connection with the improvements located or to be located on the real estate described in Exhibit A attached hereto, whether such materials, equipment, fixtures and fittings are actually located on or adjacent to said real estate or not, and whether in storage or otherwise, wheresoever the same may be located, together with all rents, issues, profits, royalties or other benefits derived from the real estate.

5. ALTERNATIVE DESIGNATION (if applicable):		LESSOR/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LEND	NON-UCC FILING		
6. (a) This FINANCING STATEMENT is to be filed (w/ records) (or recorded) in the REAL ESTATE RECORDS. (b) INDEXED (c) YES (d) NO		7. CHECK TO REQUEST SEARCH REPORT (S) on Debtor(s) (optional)			ALL Debtors			Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA									

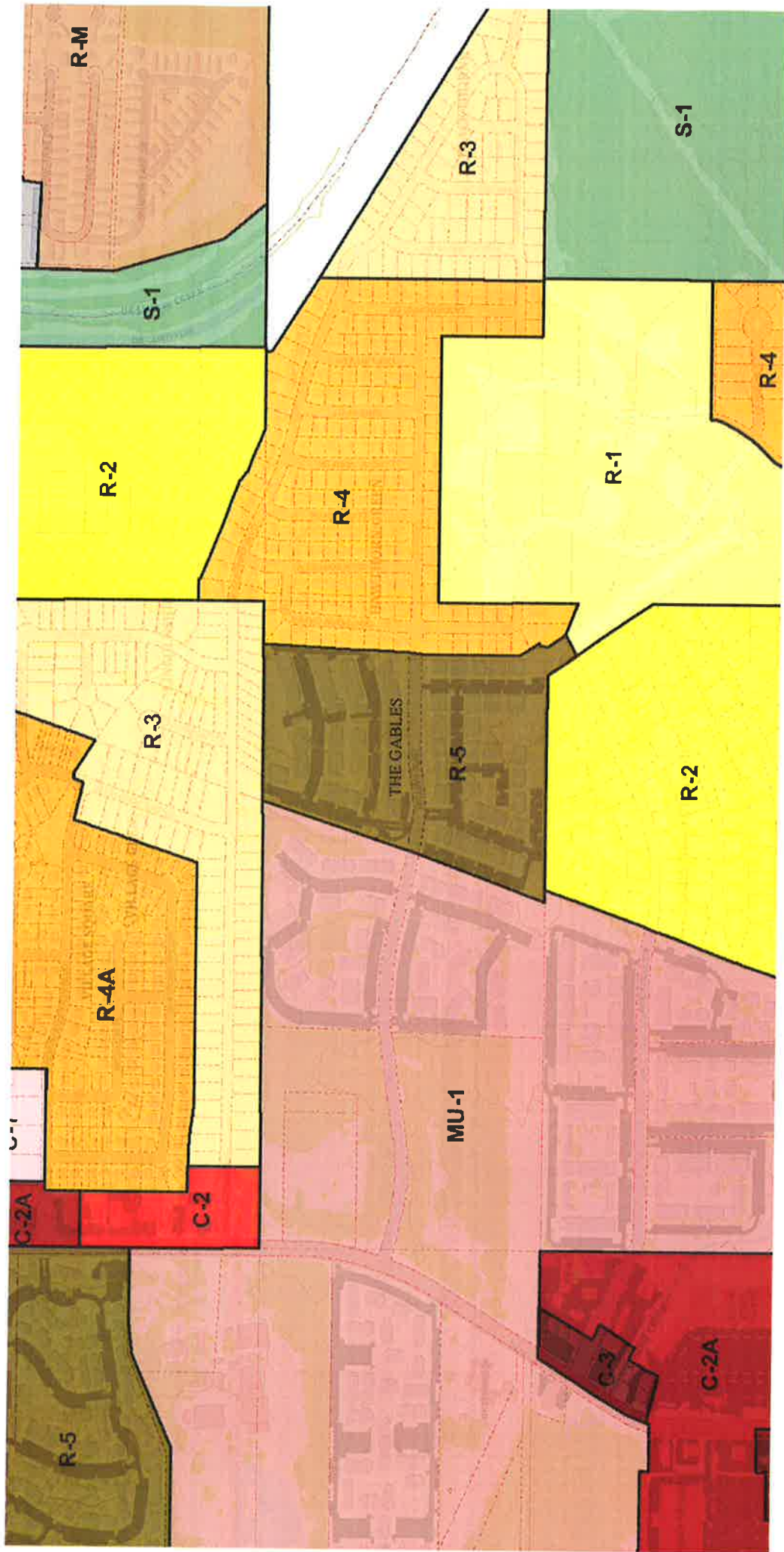
File with Madison County Chancery Clerk (The Gables Apartments, TCS File No. T-50230)

FILING OFFICE COPY — MISSISSIPPI UCC FINANCING STATEMENT (FORM UCC1) (REV. 12/1/001)

RETURN TO: E. P. Taylor & Smith
P.O. BOX 3509
JACKSON, MS 39207-3509
601-969-7817



EX. D



**Properties Located within 160 Feet from the Gables Apartments
(owned by The Madison Apartments, LLC)
located at 880 William Boulevard, Ridgeland, MS 39157**

PARCEL NUMBER	OWNER	PHYSICAL ADDRESS
072H-33B-001/01.62	BRASS JACQUELINE L	579 BRYCELAND BLVD
072H-33B-001/01.63	HOLLOWAY LESLIE B	100 KELTINGHAM CT
072H-33B-001/01.77	HEARST THURMAN DANIEL	131 KELTINGHAM CT
072H-33B-001/01.93	PEREZ DELIA	1932 LINCOLNSHIRE BLVD
072H-33B-001/01.94	BARRETT C DAVID	1930 LINCOLNSHIRE BLVD
072H-33B-001/01.95	SECRETARY OF HOUSING AND URBAN DEVE	1928 LINCOLNSHIRE BLVD
072H-33B-001/02.51	KNIGHT JUDITH H	200 BRIDGEFORD BLVD
072H-33B-001/01.78	MCEWEN FRED W III	1909 LINCOLNSHIRE BLVD
072H-33B-001/01.79	JUMPER JILL ELIZABETH	1911 LINCOLNSHIRE BLVD
072H-33B-001/01.80	SHOEMAKER TONYA J	1913 LINCOLNSHIRE BLVD
072H-33B-001/01.81	STACY SUZETTE H	1915 LINCOLNSHIRE BLVD
072H-33B-001/01.82	GARRETT ESTHER P	1917 LINCOLNSHIRE BLVD
072H-33B-001/01.83	GATES BRIAN THOMAS & AMMI N	1919 LINCOLNSHIRE BLVD
072H-33B-001/01.84	ONEAL HARL III	1921 LINCOLNSHIRE BLVD
072H-33B-001/01.85	CLAY SARAH S & ADRIAN L HESTER	1923 LINCOLNSHIRE BLVD
072H-33B-001/01.86	HOPKINS STEPHANIE L	1925 LINCOLNSHIRE BLVD
072H-33B-001/01.87	BURTON MABLE L	1927 LINCOLNSHIRE BLVD
072H-33B-001/01.88	DRUEY HUNTER A	1929 LINCOLNSHIRE BLVD
072H-33B-001/01.89	LETT SADIE	1931 LINCOLNSHIRE BLVD
072H-33B-001/01.90	NICHOLS EDNA M	1933 LINCOLNSHIRE BLVD
072H-33B-001/01.91	CAIN REBECCA J	1935 LINCOLNSHIRE BLVD
072H-33B-001/02.52	TILLMAN NORVELL	1903 LINCOLNSHIRE BLVD
072H-33C-097/00.00	LEXINGTON MILL MISS OWNER LLC	879 WILLIAM BLVD
072H-33C-100/02.00	SUNCHASE OF RIDGELAND LTD	875 WILLIAM BLVD
072H-33C-100/04.02	LOPEZ ALEIDA	903 WILLIAM BLVD
072H-33C-100/04.06	SMITH JEFFERY & BRIDGETTE M	727 HAWTHORNE GREEN
072H-33C-100/04.07	COLONIAS LISA	219 FOREST LAKE DR
072H-33C-100/04.08	GREENWOOD JOHN H	723 HAWTHORNE GREEN DR
072H-33C-100/04.09	WARREN JOHN R & CASSANDRA C	721 HAWTHORN GREEN DR
072H-33C-100/04.10	BARNETT ADDIE J	719 HAWTHORN GREEN DR
072H-33C-100/04.11	DOUGLAS KIMBERLY D	717 HAWTHORN GREEN DR
072H-33C-100/04.12	BARTON JOSETTE	715 HAWTHORN GREEN DR
072H-33C-100/04.13	ROSE GEORGE ALICE WEAKLY	713 HAWTHORNE GREEN DR
072H-33C-100/04.14	WILBANKS DAVID A & CHELCIE E	711 HAWTHORN GREEN DR
072H-33C-100/04.15	WELLS FARGO BANK NA	709 HAWTHORN GREEN DR
072H-33C-100/04.16	GULLEDGE PATRICIA L &	707 HAWTHORN GREEN DR
072H-33C-100/04.17	TUCKER JOHNNY A & ERIKA L	705 HAWTHORN GREEN DR
072H-33C-100/04.18	MOORE ALLISON M & TIMOTHY G	703 HAWTHORN GREEN DR
072H-33C-100/04.19	CUNNINGHAM STEVEN & TAFFURYA L	704 HAWTHORN GREEN DR
072H-33C-100/04.20	HARLEY PATRICK D	706 HAWTHORN GREEN
072H-33C-100/04.21	PEI XIAOLING	708 HAWTHORN GREEN DR

072H-33C-100/04.22	WADE KEISHA M
072H-33C-100/04.23	GINN PHILIP C
072H-33C-100/04.24	WHITE HEATHER NICOLE
072H-33C-100/04.25	JACKSON DAVARIUS & JASMINE
072H-33C-100/04.26	JENKINS WILLIS & CHANDRA

710 HAWTHORN GREEN DR
712 HAWTHORN GREEN DR
714 HAWTHORN GREEN DR
716 HAWTHORN GREEN DR
718 HAWTHORN GREEN DR

Properties located within 160 feet of the Gables Apartments
(owned by The Madison Apartments, LLC)

880 William Boulevard, Ridgeland, Mississippi

Basic Parcel Search - Year: 2012

Parcel Details

Parcel Number

Owner Name

Owner Name

Reset

Submit

MapQuest View Here

You are currently using the latest version of the viewer.

Advanced Parcel Search

Query Complete.

Parcel Search Help

PPID	PARCEL NUMBER	ACTIONS	OWNER	ADDRESS 1
19055	072H-33B-001-01-03	Zoom Parcel	KRAM JACQUELINE L	579 BRVCEL
19056	072H-33B-001-01-03	Zoom Parcel	HOLLOWAY LESLIE B	100 KEL TNG
19070	072H-33B-001-01-77	Zoom Parcel	HEARST THOMAS DANIEL	131 KEL TNG
19071	072H-33B-001-01-79	Zoom Parcel	MCKEN FRED W III	1900 LINDCOL
19072	072H-33B-001-01-79	Zoom Parcel	RUMPER RLL ELIZABETH	1911 LINDCOL
19073	072H-33B-001-01-80	Zoom Parcel	SHOEMAKER TONYA J	1913 LINDCOL
19074	072H-33B-001-01-81	Zoom Parcel	STACY SUZETTE B	1914 DAKRCH
19075	072H-33B-001-01-82	Zoom Parcel	QASSEY ESTHER P	1917 LINDCOL
19076	072H-33B-001-01-83	Zoom Parcel	GATES BRIAN THOMAS & ANOON	1919 LINDCOL
19077	072H-33B-001-01-84	Zoom Parcel	ONCAL HAML III	1921 LINDCOL
19078	072H-33B-001-01-85	Zoom Parcel	CLAY SARAH S & ADRIAN L MESTER	1923 LINDCOL
19079	072H-33B-001-01-86	Zoom Parcel	HOPKINS STEPHANIE L	1925 LINDCOL
19080	072H-33B-001-01-87	Zoom Parcel	BURTON MARLE L	1927 LINDCOL
19081	072H-33B-001-01-88	Zoom Parcel	DRURY MENTER A	110 BRIDGE I
19082	072H-33B-001-01-89	Zoom Parcel	LETT LADIE	1931 LINDCOL
19083	072H-33B-001-01-90	Zoom Parcel	NICHOLS EDNA M	1933 LINDCOL
19142	072H-33B-001-02-51	Zoom Parcel	KNOIGHT RUTH H	200 RIDGOKP
19143	072H-33B-001-02-52	Zoom Parcel	HILLMAN NORVELL	1903 LINDCOL
19495	072H-33C-100-01-00	Zoom Parcel	MADISON APARTMENTS THE LLC	C O HERITAC
19590	072H-33C-100-04-01	Zoom Parcel	LOPEZ ALBIDA	909 WILLIAM
19104	072H-33C-100-04-05	Zoom Parcel	SMITH BEFFERY & BRIDGETTE M	727 MAWTHS

http://www.tscmaps.com/mg/ms/madison/mappage.asp?county=43

Secretary of State's Bu... Bolivar County, Miss... Madison County, ...

Basic Parcel Search - Year: 2012

Parcel Details
072H-33C-100/01.00

Parcel Number:

City:

Parcel Owner:
 1. Subdivision or other owner name
 2. Subdivision or other owner name
 3. Subdivision or other owner name

Owner Name:

Reset Submit

MapQuest Viewer Status
You are currently using the latest version of the viewer. ✓

Parcel Polyg 1: 4,977 2,324 x 1,266 (ft)

Parcel Summary - 3 records available Download CSV File

PPID	PARCEL NUMBER	ACTIONS	OWNER	ADDRESS 1
19048	072H-33B-001.01.03	Zoom Parcel	PEREZ CELIA	1992 LINCOLN ST
19047	072H-33B-001.01.04	Zoom Parcel	BARRETT C DAVID	1990 LINCOLN ST
19048	072H-33B-001.01.04	Zoom Parcel	SECRETARY OF HOUSING AND URBAN DEV	100 WEST CAPIT

Advanced Parcel Search Query Complete Parcel Search Help

http://www.tscmaps.com/mg/ms/madison/mappage.asp?county=43

Secretary of State's Bu... Bolivar County, Miss... Madison County, ...

Basic Parcel Search - Year: 2012

Parcel Details
072H-33C-100/01.00

Parcel Number:

City:

Parcel Owner:
 1. Subdivision or other owner name
 2. Subdivision or other owner name
 3. Subdivision or other owner name

Owner Name:

Reset Submit

MapQuest Viewer Status
You are currently using the latest version of the viewer. ✓

Parcel Polyg 1: 4,977 2,324 x 1,266 (ft)

Parcel Summary - 3 records available Download CSV File

PPID	PARCEL NUMBER	ACTIONS	OWNER	ADDRESS 1
19044	072H-33B-001.01.01	Zoom Parcel	CARIN REBECCA J	1993 LINCOLN ST
19046	072H-33C-100.04.13	Zoom Parcel	MOORE ALLISON M & TIMOTHY O	700 HAWTHORN
19047	072H-33C-100.04.10	Zoom Parcel	CUNNINGHAM STEVEN & TAPPEY L A	704 HAWTHORN

Advanced Parcel Search Query Complete Parcel Search Help

http://www.tscmaps.com/mg/ms/madison/mappage.asp?county=43 Secretary of State - Bu... Bolivar County, Missis... Madison County, ...

Basic Parcel Search - Year: 2012

Map and Details
2012

The Madison Apartments, LLC
072H-33C-100/01.00

City
West Chester
☐ Click on a city to change the results.
☐ Default is the county of the County Name.
☐ Select the state of the County Name.

Owner Name

Roads: 1: 10,000 4,670 x 2,543 (ft)

Parcel Summary - 2 records available. [Download CSV File](#)

PPID	PARCEL NUMBER	ACTIONS	OWNER	ADDRESS 1
10493	072H-33C-097.00.00	Zone Parcel	LEXINGTON MILL 3255 OWNER LLC	TULSAIT PARTNER
10497	072H-33C-100.02.00	Zone Parcel	SUNSHINE OF BRIDGE AND LTD	C-O CASE & ASS

MapCada Viewer Status
You are currently using the latest version of the viewer. ✓

[Advanced Parcel Search](#) [Query Complex](#) [Parcel Search Help](#)

There are no pending site and architectural plans for further development. The property was constructed in 2003, pursuant to multiple prior approvals, including site plans submitted prior to construction (a copy of which Community Development is providing).

APPLICATION FOR REGISTRATION OF NONCONFORMITY
- Pursuant to the Official Zoning Ordinance, Section 40, Nonconformities -
THE CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI

**APPLICATION FOR REGISTRATION OF
NONCONFORMING USE OR STRUCTURES**

(Also use for Nonconforming Lots of Record and Nonconforming Occupancy)

(Official Form March 2014)

COMES NOW, The Madison Apartments, LLC, (the "Applicant") and
[Name of Applicant(s)]

respectfully submits this Application to the Director of Community Development of the City of Ridgeland, Mississippi, to grant a specific Nonconforming Class status as set forth in Section 40 of the City of Ridgeland Zoning Ordinance, as more specifically described in this Application for that real property described in this Application, and in support of this Application would show as follows:

1. The name of the Applicant is The Madison Apartments, LLC
a Mississippi Limited Liability Company
(hereinafter referred to as "Applicant").

2. The Applicant's mailing address is 880 William Blvd., Ridgeland, MS 39157

and (if applicable) the Applicant's

attorney or representative's name and mailing address is Robert B. Ireland, III

Watkins & Eager, PLLC, P.O. Box 650, Jackson, MS 39205

3. The Applicant's phone number is (601) 991-0202 and the Applicant's

attorney's phone number is (if applicable) (601) 965-1829.

4. The record title holder of the property is The Madison Apartments, LLC,
and a copy of the property deed with legal description is attached hereto as Exhibit "A".



5. If the Applicant is not the owner of the property, the owner's address and phone number is _____

6. A copy of the written authority of the owner's representative to act on behalf of the Owner is attached hereto as Exhibit "B", if applicable.

7. Property Information:

Street address of the property: "The Gables" Apartment Complex

880 William Boulevard

Ridgeland, Mississippi 39157

Tax Parcel ID Number(s): 07214-JJC-100/01.00

Date acquired by current owner: July 16, 2002

Value of improvements, if any, made after the date of the last assessment on the tax rolls but before March 6, 2014. Not Applicable

Gross area under roof: 194,200 sq. ft., exclusive of club house (~ 3,500 sq. ft.) and garages

8. A survey of the property certified by a licensed land surveyor is attached as Exhibit "C". The survey shall clearly illustrate and indicate the property boundaries of the parcel(s) being registered, total acreage, the location of structures, number of residential or commercial units in each building (if multiple units are present), and exterior facilities.

9. The property is presently zoned Multi-Family Residential (R-5), according to the official zoning map of Ridgeland, Mississippi.



10. Applicant declares the following as the nonconforming condition for which this

registration is submitted (see Section 40.02): _____

The Madison Apartments, LLC submits this application in the light of the City's adoption of the new zoning ordinance. The Gables Apartment Complex was planned, developed, and built in cooperation with, and with the approval of, the City of Ridgeland, the Division of Community Development, and the Mayor and Board of Aldermen. Specifically, The Gables was built to the approved density of 14.2 units per acre. Applicant seeks a designation of the property that would permit it to repair and rebuild the property, if and when such becomes necessary, pursuant to the density and other requirements to which it was originally built.

11. Applicant requests the follow Nonconforming Class Status (check one):

- ☐ Administrative Class A Nonconformity (Section 40.03.C)
(*Petition and Application for Class A Nonconforming Use, Lot, or Structure* shall be attached to this Application) Prior to approval by the Director of Community Development, an Administrative Class A status requires notice by certified mail return receipt.
- ☒ Designated Class A Nonconformity (section 40.03.D)
(*Petition and Application for Class A Nonconforming Use, Lot, or Structure* shall be attached to this Application. Designated Class A status requires public notice, a hearing, and approval by the Mayor and Board of Aldermen.)
- ☐ Class B Nonconformity (Section 40.05 and 40.12)

12. Describe any additional information, circumstances, or conditions that the Applicant requests to be considered. If additional space is needed, attach continuation sheets, and attach any supplemental information or documents as Exhibit 'D':

Since Applicant seeks a Designated Class A Nonconformity, it hereby adopts and incorporates
by reference, all information and documents contained in its separate, required *Petition and*
Application for Class A Non-Conforming Use, Lots, or Structure, being submitted herewith.



13. SUBMISSION OF THIS APPLICATION AND SUPPORTING DOCUMENTATION DOES NOT IMPLY APPROVAL OF THE NONCONFORMITY. A DETERMINATION WILL BE MADE BASED ON THE INFORMATION PROVIDED BY THE APPLICANT AND/OR OTHER RESOURCES. FAILURE TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE CITY MAY RESULT IN THE DELAY OR DENIAL OF THIS APPLICATION.
14. Applicant shall submit one (1) original and one (1) copy of this Application and all Exhibits.
15. The undersigned Applicant hereby applies for registration of the Nonconformity shown in this application and certifies that the submitted information and attachments are true and accurate. Information contained in the materials submitted will be used for the purposes of administering the formal City of Ridgeland, Mississippi Nonconformity registration process. All of the statements and representations contained in the attached documents in support of this application shall be deemed a permanent part of the application for all purposes. *(Pursuant to 28 U.S.C. § 1746, I, the undersigned Applicant, declare under penalty of perjury that I am authorized to submit the foregoing registration application on behalf of the identified owner (if the owner is a corporate or other business entity) or on my own behalf (if the owner is an individual), and the information presented in the foregoing is true and correct.)*

APPLICANT:
The Madison Apartments, LLC
a Mississippi Limited Liability Company

The Madison Apartments, LLC
Applicant (Print Name)
a Mississippi Limited Liability Company


Applicant (Signature)

By: 
Date: George R. Walker III, Manager

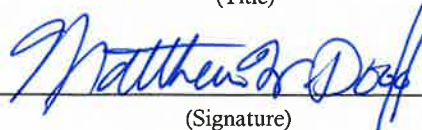
Date: 5/7/14
Applicant Title

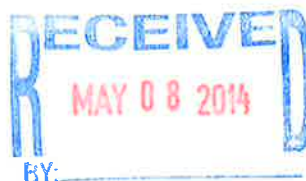
F O R O F F I C I A L U S E O N L Y



Received By: Matthew Dodd
(Print Name)

City Planner
(Title)


(Signature)



372908

BOOK 0514 PAGE 940

RETURN TO: Prepared by:
TAYLOR, COMINGTON & SMITH
P.O. BOX 3503
JACKSON, MS 39207-3503
601-953-7817

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid; and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, the undersigned JAMES P. CARNEY and GEORGE R. WALKER III do hereby sell, convey and warrant unto THE MADISON APARTMENTS, LLC, a Mississippi limited liability company, the following described land and property lying and being situated in Madison County, State of Mississippi, more particularly described as follows, to-wit:

A tract of land containing 11.829 acres situated in the Northern Half (N ½) of the Southwest Quarter (SW ¼) of Section 33, Township 7 North, Range 2 East, Ridgeland, Madison County, Mississippi and being more particularly described as follows:

Commence at the Southeast corner of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of Section 33, Township 7 North, Range 2 East, and run North 621.74 feet; thence West for a distance of 1524.18 feet to the point of beginning for the property herein described as follows: run thence along the northern right-of-way line of William Boulevard as it is now in use, the following courses: South 89 degrees 56 minutes 02 seconds West for a distance of 339.02 feet to the Beginning of a curve to the left; thence westerly, counterclockwise along the arc of said curve for a distance of 223.02 feet to the point of a reverse curve, said curve having a central angle of 10 degrees 33 minutes 14 seconds, a radius of 1210.77 feet and a chord bearing of south 84 degrees 40 minutes 33 seconds west for a distance of 222.71 feet; thence westerly, clockwise along the arc of said curve for a distance of 201.15 feet to the point of tangency, said curve having a central angle of 25 degrees 30 minutes 00 seconds, a radius of 451.97 feet and a chord bearing of North 87 degrees 51 minutes 04 seconds West for a distance of 199.50 feet; thence North 75 degrees 18 minutes 30 seconds West for a distance of 57.19 feet to the eastern boundary of the Sunchase of Ridgeland, Ltd. property; thence North 16 degrees 33 minutes 00 seconds East along the eastern boundary for a distance of 725.77 feet to the Southern boundary of Lincoln Village Subdivision; thence North 89 degrees 53 minutes 59 seconds East along said southern boundary for a distance of 642.47 feet to the western boundary of Hawthorn Green Subdivision Part 1; thence South 02 degrees 46 minutes 25 seconds West along said western boundary for a distance of 698.63 feet to the Point of Beginning.

The above described and conveyed property constitutes no part of the homestead of the grantors.

IT IS AGREED AND UNDERSTOOD that the taxes for the current year have been prorated as of this date on an estimated basis, and when said taxes are actually determined, if the proration as of this date is incorrect, then the grantor agrees to pay to said grantees or their assigns any deficit on an actual proration.

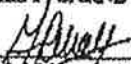
THIS CONVEYANCE and the warranty herein contained are subject to the following:

1. That certain Right of Way to MP& L recorded in Book 7 at Page 93 of the aforesaid land records.

BOOK 0514 PAGE 941

2. That certain Easement to the City of Ridgeland recorded in Book 132 at Page 671 of the aforesaid land records.
3. That certain reservation of a one-half (1/2) non-participating royalty interest in Warranty Deed executed by Mrs. L. A. Kile and Mr. J. E. Richardson to W. W. Ford, Jr. dated February 8, 1940 and recorded in Book 127 at Page 347.

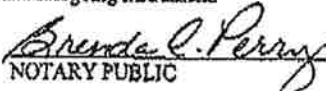
IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized officer/representative on this the 11th day of July, 2002.


JAMES P. CARNEY

GEORGE R. WALKER III

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 11th day of July, 2002, within my jurisdiction, the within named JAMES P. CARNEY, who acknowledged that he signed and delivered the above and foregoing instrument.


NOTARY PUBLIC

My Commission Expires:

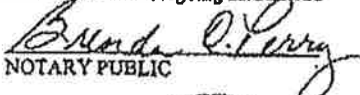
Notary Public State of Mississippi At Large
My Commission Expires January 7, 2008
Bonded Thru Holman, Brooks & Garland, Inc.



STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 11th day of July, 2002, within my jurisdiction, the within named GEORGE R. WALKER III, who acknowledged that he signed and delivered the above and foregoing instrument.


NOTARY PUBLIC

My Commission Expires:

Notary Public State of Mississippi At Large
My Commission Expires January 7, 2008
Bonded Thru Holman, Brooks & Garland, Inc.



0514-042

Address & Phone of Grantor:

7570 Old Canton Road, Suite 100
Madison, MS 39110
Home Phone: N/A
Business Phone: 601/605-1015

Address and Phone of Grantee:

7570 Old Canton Road, Suite 100
Madison, MS 39110
Home Phone: N/A
Business Phone: 601/605-1015

Indexing Instructions:

11.829 acres situated in the N 1/4 of the SW 1/4 of
Section 33, Township 7 North, Range 2 East,
Ridgeland, Madison County

Prepared By:

Taylor, Covington & Smith
Post Office Box 3509
Jackson, MS 39207-3509
601/969-7817



STATE OF MISSISSIPPI, COUNTY OF MADISON

I certify that the within instrument was filed for record in my office this 16 day
of Jul, 2002 at 10 o'clock A.M., and was duly recorded
on the JUL 16 2002, Book No. 514, Page 940.
MIKE CROOK, CHANCERY CLERK BY: B. Richards D.C.

372915

BOOK 1427 PAGE 364

Mississippi - UCC1 FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

Brenda O. Perry, Paralegal @ 601-969-7817

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Taylor, Covington & Smith, P.A.
P. O. Box 3509
Jackson, MS 39207-3509

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

The Madison Apartments, LLC

OR 1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

7570 Old Canton Road, Suite 100

CITY

Madison

STATE

MS

POSTAL CODE

39110

1d. COUNTY #

45

ADD. INFO RE
ORGANIZATION
DEBTOR1e. TYPE OF ORGANIZATION
limited liability co.1f. JURISDICTION OF ORGANIZATION
Mississippi1g. ORGANIZATIONAL ID #, if any
701317☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

2d. COUNTY #

ADD. INFO RE
ORGANIZATION
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNOR or ASSIGNOR S.P. - Insert only one secured party name (3a or 3b))

3a. ORGANIZATION'S NAME

GMAC Commercial Mortgage Corporation

OR 3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

P. O. Box 1015

CITY

Horsham

STATE

PN

POSTAL CODE

19044-8015

COUNTRY

USA

4. THIS FINANCING STATEMENT covers the following collateral:

All the following described property located or to be located on the real estate owned by Debtor, described in Exhibit A attached hereto:

All fixtures, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and located in, on, or used or intended to be used in connection with or in the operation of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing; all building materials, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by the Debtor for the purpose of being used or useful in connection with the improvements located or to be located on the real estate described in Exhibit A attached hereto, whether such materials, equipment, fixtures and fittings are actually located on or adjacent to said real estate or not, and whether in storage or otherwise, wheresoever the same may be located, together with all rents, issues, profits, royalties or other benefits derived from the real estate.

5. ALTERNATIVE DESIGNATION (if applicable):	LESSOR/LESSOR	CONSIGNEE/CONSIGNOR	BAILEY/BAILEY	SELLER/BUYER	LOAN LIEN	NON-UCC FILING
6. (a) THE FINANCING STATEMENT IS TO BE FILED (or recorded) IN THE REAL ESTATE RECORDS (b) (c) (d) (e) (f) (g) (h) (i) (j) (k) (l) (m) (n) (o) (p) (q) (r) (s) (t) (u) (v) (w) (x) (y) (z) (aa) (ab) (ac) (ad) (ae) (af) (ag) (ah) (ai) (aj) (ak) (al) (am) (an) (ao) (ap) (aq) (ar) (as) (at) (au) (av) (aw) (ax) (ay) (az) (ba) (bb) (bc) (bd) (be) (bf) (bg) (bh) (bi) (bj) (bk) (bl) (bm) (bn) (bo) (bp) (bq) (br) (bs) (bt) (bu) (bv) (bw) (bx) (by) (bz) (ca) (cb) (cc) (cd) (ce) (cf) (cg) (ch) (ci) (cj) (ck) (cl) (cm) (cn) (co) (cp) (cq) (cr) (cs) (ct) (cu) (cv) (cw) (cx) (cy) (cz) (da) (db) (dc) (dd) (de) (df) (dg) (dh) (di) (dj) (dk) (dl) (dm) (dn) (do) (dp) (dq) (dr) (ds) (dt) (du) (dv) (dw) (dx) (dy) (dz) (ea) (eb) (ec) (ed) (ee) (ef) (eg) (eh) (ei) (ej) (ek) (el) (em) (en) (eo) (ep) (eq) (er) (es) (et) (eu) (ev) (ew) (ex) (ey) (ez) (fa) (fb) (fc) (fd) (fe) (ff) (fg) (fh) (fi) (fj) (fk) (fl) (fm) (fn) (fo) (fp) (fq) (fr) (fs) (ft) (fu) (fv) (fw) (fx) (fy) (fz) (ga) (gb) (gc) (gd) (ge) (gf) (gg) (gh) (gi) (gj) (gk) (gl) (gm) (gn) (go) (gp) (gq) (gr) (gs) (gt) (gu) (gv) (gw) (gx) (gy) (gz) (ha) (hb) (hc) (hd) (he) (hf) (hg) (hh) (hi) (hj) (hk) (hl) (hm) (hn) (ho) (hp) (hq) (hr) (hs) (ht) (hu) (hv) (hw) (hx) (hy) (hz) (ia) (ib) (ic) (id) (ie) (if) (ig) (ih) (ii) (ij) (ik) (il) (im) (in) (io) (ip) (iq) (ir) (is) (it) (iu) (iv) (iw) (ix) (iy) (iz) (ja) (jb) (jc) (jd) (je) (jf) (jg) (jh) (ji) (jj) (jk) (jl) (jm) (jn) (jo) (jp) (jq) (jr) (js) (jt) (ju) (jv) (jw) (jx) (jy) (jz) (ka) (kb) (kc) (kd) (ke) (kf) (kg) (kh) (ki) (kj) (kk) (kl) (km) (kn) (ko) (kp) (kq) (kr) (ks) (kt) (ku) (kv) (kw) (kx) (ky) (kz) (la) (lb) (lc) (ld) (le) (lf) (lg) (lh) (li) (lj) (lk) (ll) (lm) (ln) (lo) (lp) (lq) (lr) (ls) (lt) (lu) (lv) (lw) (lx) (ly) (lz) (ma) (mb) (mc) (md) (me) (mf) (mg) (mh) (mi) (mj) (mk) (ml) (mm) (mn) (mo) (mp) (mq) (mr) (ms) (mt) (mu) (mv) (mw) (mx) (my) (mz) (na) (nb) (nc) (nd) (ne) (nf) (ng) (nh) (ni) (nj) (nk) (nl) (nm) (nn) (no) (np) (nq) (nr) (ns) (nt) (nu) (nv) (nw) (nx) (ny) (nz) (oa) (ob) (oc) (od) (oe) (of) (og) (oh) (oi) (oj) (ok) (ol) (om) (on) (oo) (op) (oq) (or) (os) (ot) (ou) (ov) (ow) (ox) (oy) (oz) (pa) (pb) (pc) (pd) (pe) (pf) (pg) (ph) (pi) (pj) (pk) (pl) (pm) (pn) (po) (pp) (pq) (pr) (ps) (pt) (pu) (pv) (pw) (px) (py) (pz) (qa) (qb) (qc) (qd) (qe) (qf) (qg) (qh) (qi) (qj) (qk) (ql) (qm) (qn) (qo) (qp) (qq) (qr) (qs) (qt) (qu) (qv) (qw) (qx) (qy) (qz) (ra) (rb) (rc) (rd) (re) (rf) (rg) (rh) (ri) (rj) (rk) (rl) (rm) (rn) (ro) (rp) (rq) (rr) (rs) (rt) (ru) (rv) (rw) (rx) (ry) (rz) (sa) (sb) (sc) (sd) (se) (sf) (sg) (sh) (si) (sj) (sk) (sl) (sm) (sn) (so) (sp) (sq) (sr) (ss) (st) (su) (sv) (sw) (sx) (sy) (sz) (ta) (tb) (tc) (td) (te) (tf) (tg) (th) (ti) (tj) (tk) (tl) (tm) (tn) (to) (tp) (tq) (tr) (ts) (tt) (tu) (tv) (tw) (tx) (ty) (tz) (ua) (ub) (uc) (ud) (ue) (uf) (ug) (uh) (ui) (uj) (uk) (ul) (um) (un) (uo) (up) (uq) (ur) (us) (ut) (uu) (uv) (uw) (ux) (uy) (uz) (va) (vb) (vc) (vd) (ve) (vf) (vg) (vh) (vi) (vj) (vk) (vl) (vm) (vn) (vo) (vp) (vq) (vr) (vs) (vt) (vu) (vv) (vw) (vx) (vy) (vz) (wa) (wb) (wc) (wd) (we) (wf) (wg) (wh) (wi) (wj) (wk) (wl) (wm) (wn) (wo) (wp) (wq) (wr) (ws) (wt) (wu) (wv) (ww) (wx) (wy) (wz) (xa) (xb) (xc) (xd) (xe) (xf) (xg) (xh) (xi) (xj) (xk) (xl) (xm) (xn) (xo) (xp) (xq) (xr) (xs) (xt) (xu) (xv) (xw) (xx) (xy) (xz) (ya) (yb) (yc) (yd) (ye) (yf) (yg) (yh) (yi) (yj) (yk) (yl) (ym) (yn) (yo) (yp) (yq) (yr) (ys) (yt) (yu) (yv) (yw) (yx) (yy) (yz) (za) (zb) (zc) (zd) (ze) (zf) (zg) (zh) (zi) (zj) (zk) (zl) (zm) (zn) (zo) (zp) (zq) (zr) (zs) (zt) (zu) (zv) (zw) (zx) (zy) (zz)						

8. OPTIONAL FILER REFERENCE DATA
File with Madison County Chancery Clerk (The Gables Apartments, TCS File No. T-50230)

FILING OFFICE COPY - MISSISSIPPI UCC FINANCING STATEMENT (FORM UCC1) (REV. 12/10/01)

RETURN TO: **Edward B.**
TAYLOR, COVINGTON & SMITH
P.O. BOX 3509
JACKSON, MS 39207-3509
601-969-7817

AFFIDAVIT OF GEORGE R. WALKER III

STATE OF MISSISSIPPI

COUNTY OF MADISON

I, **GEORGE R. WALKER III**, am above the age of 21, and of sound mind, and, having been first duly sworn, testify as follows:

1. I am Manager of The Madison Apartments, LLC, which owns and operates the apartment complex at 880 William Blvd., Ridgeland, Mississippi 39157, known as The Gables.

2. There are 168 apartment units in The Gables apartment complex.

FURTHER AFFIANT SAYETH NOT.



GEORGE R. WALKER III

SWORN TO AND SUBSCRIBED BEFORE ME, this the 7th day of May, 2014.



NOTARY PUBLIC

MY COMMISSION EXPIRES:

Aug. 18, 2017



The Mayor and Board of Aldermen of the City of Ridgeland, Mississippi (the "City"), took up for consideration the matter of adopting this sales parameter resolution and bond resolution in connection with the issuance of General Obligation Public Improvement Refunding Bonds, Series 2014, of the City. After a discussion of the subject, Alderman _____ offered and moved the adoption of the following resolution:

RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF GENERAL OBLIGATION PUBLIC IMPROVEMENT REFUNDING BONDS, SERIES 2014, ISSUED IN ONE OR MORE SERIES, OF THE CITY OF RIDGELAND, MISSISSIPPI (THE "CITY"), IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED FOURTEEN MILLION DOLLARS (\$14,000,000) TO RAISE MONEY FOR THE PURPOSE OF PROVIDING FUNDS FOR (I) (A) THE ADVANCE REFUNDING OF CERTAIN MATURITIES OF THE CITY'S OUTSTANDING GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2007A, DATED AUGUST 1, 2007, ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF \$9,200,000 AND; (B) THE ADVANCE REFUNDING OF CERTAIN MATURITIES OF THE CITY'S OUTSTANDING GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2007B, DATED AUGUST 1, 2007, ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF \$10,165,000; AND (II) PAYING THE COSTS OF ISSUANCE IN CONNECTION THEREWITH; AND (III) FOR RELATED PURPOSES.

WHEREAS, the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi, acting for and on behalf of said City of Ridgeland, Mississippi, hereby finds, determines, adjudicates and declares as follows:

1. (a) In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

"Act" shall mean Sections 31-27-1 et seq., of the Mississippi Code of 1972, as amended.

"Act of Bankruptcy" shall mean the filing of a petition in bankruptcy or insolvency by or against the City under any applicable bankruptcy, insolvency, reorganization or similar law, now or hereafter in effect.

"Agent" shall mean any Paying Agent or Transfer Agent, whether serving in either or both capacities, and herein designated by the Governing Body.

"Authorized Officer" means the Mayor of the City, the Clerk of the City and any other officer designated from time to time as an Authorized Officer by resolution of the City, and when used with reference to any act or document also means any other Person authorized by resolution of the City to perform such act or sign such document.

"Beneficial Owner" shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the Beneficial Owner of such Bond by a DTC participant on the records of such DTC participant, or such person's subrogee.

"Bond" or "Bonds" shall mean the not to exceed \$14,000,000 General Obligation Public Improvement Refunding Bonds, Series 2014 of the City authorized and directed to be issued in this Bond Resolution.

"Bond Counsel" shall mean Butler Snow LLP, Ridgeland, Mississippi.

"Bond Purchase Agreement" shall mean the Bond Purchase Agreement, by and between the City and the Underwriter, dated the date of sale of the Bonds.

"Bond Resolution" shall mean this resolution, as may be amended from time to time.

"Bondholder" or "Bondholders" or "Holder" or "Holders" or any similar term shall mean the registered owner of any Bond.

"Book-Entry System" means a book-entry system established and operated for the recordation of Beneficial Owners of the Bonds as described in Section 2 herein.

"Callable Bonds" shall mean together, the Callable 2007A Bonds and the Callable 2007B Bonds.

"Callable 2007A Bonds" shall mean certain maturities of the outstanding 2007A Bonds maturing on August 1 in the years 2018 through 2027, both inclusive; or shall include such outstanding 2007A Bonds maturing in August 1 in the years as determined in the Bond Purchase Agreement, with such completions, changes, insertions and modifications to the Bond Purchase Agreement as shall be approved by the officers executing and delivering the same (the execution thereof shall constitute conclusive evidence approval of any such completions, changes, insertions and modifications).

"Callable 2007B Bonds" shall mean certain maturities of the outstanding 2007B Bonds maturing on August 1 in the years 2018 through 2027, both inclusive; or shall include such outstanding 2007B Bonds maturing in August 1 in the years as determined in the Bond Purchase Agreement, with such completions, changes, insertions and modifications to the Bond Purchase Agreement as shall be approved by the officers executing and delivering the same (the execution thereof shall constitute conclusive evidence approval of any such completions, changes, insertions and modifications).

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

"Clerk" shall mean the City Clerk of the City.

"County" shall mean Madison County, Mississippi.

"Direct Participant" means a broker-dealer, bank or other financial institution for which the Securities Depository holds Bonds as a securities depository.

"DTC" means The Depository Trust Company.

"DTC participants" shall mean any participant for whom DTC is a Security Depository Nominee.

"Escrow Agent" shall mean any bank, trust company or other institution hereafter designated by the Governing Body for the payment of the principal of and interest on the Refunded Bonds, and shall initially be The Peoples Bank, Biloxi, Mississippi.

"Escrow Agreement" shall mean that Escrow Agreement dated the date of delivery of the Bonds by and between the City and the Escrow Agent, providing for the refunding of the Refunded Bonds.

"Escrow Fund" shall mean together, the Escrow 2007A Fund and the Escrow 2007B Fund.

"Escrow 2007A Fund" shall mean the Escrow 2007A Fund established pursuant to the Escrow Agreement to pay the principal of and interest on the Refunded 2007A Bonds.

"Escrow 2007B Fund" shall mean the Escrow 2007B Fund established pursuant to the Escrow Agreement to pay the principal of and interest on the Refunded 2007B Bonds.

"Escrow 2007A Requirement" shall mean the sale proceeds of the Bonds deposited in the Escrow 2007A Fund and used to refund the 2007A Bonds as provided in the Escrow Agreement.

"Escrow 2007B Requirement" shall mean the sale proceeds of the Bonds deposited in the Escrow 2007B Fund and used to refund the 2007B Bonds as provided in the Escrow Agreement.

"Financial Advisor" shall mean Government Consultants, Inc., Jackson, Mississippi.

"Governing Body" shall mean the Mayor and Board of Aldermen of the City.

"Indirect Participant" shall mean a broker-dealer, bank or other financial institution for which the Securities Depository holds Bonds as a securities depository through a Direct Participant.

"Letter of Representations" shall mean the DTC Blanket Issuer Letter of Representations of the City.

"Mayor" shall mean the Mayor of the City.

"Paying Agent" shall mean The Peoples Bank, Biloxi, Mississippi.

"Person" shall mean an individual, partnership, corporation, trust or unincorporated organization and a government or agency or political subdivision thereof.

"Project" shall mean the Refunding Project and paying the costs of issuance of the Bonds.

"Record Date" shall mean, as to interest payments, the 15th day of the month preceding the dates set for payment of interest on the Bonds and, as to payments of principal, the 15th day of the month preceding the maturity date thereof or the date set for redemption.

"Record Date Registered Owner" shall mean the Registered Owner as of the Record Date.

"Refunded Bonds" shall mean together, the Refunded 2007A Bonds and the Refunded 2007B Bonds.

"Refunded 2007A Bonds" shall mean the 2007A Bonds maturing on August 1 in the years 2018 through 2027, both inclusive; or shall include such outstanding 2007A Bonds maturing in August 1 in the years as determined in the Bond Purchase Agreement, with such completions, changes, insertions and modifications to the Bond Purchase Agreement as shall be approved by the officers executing and delivering the same (the execution thereof shall constitute conclusive evidence approval of any such completions, changes, insertions and modifications)

"Refunded 2007B Bonds" shall mean the 2007B Bonds maturing on August 1 in the years 2018 through 2027, both inclusive; or shall include such outstanding 2007B Bonds maturing in August 1 in the years as determined in the Bond Purchase Agreement, with such completions, changes, insertions and modifications to the Bond Purchase Agreement as shall be approved by the officers executing and delivering the same (the execution thereof shall constitute conclusive evidence approval of any such completions, changes, insertions and modifications).

"Refunding Project" shall mean providing funds for the advance refunding of the Refunded Bonds and the redemption price of the Callable Bonds.

"Registered Owner" shall mean the Person whose name shall appear in the registration records of the City maintained by the Transfer Agent.

"Securities Depository" means The Depository Trust Company and any substitute for or successor to such securities depository that shall maintain a Book-Entry System with respect to the Bonds.

"Securities Depository Nominee" means the Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the registration records the Bonds to be delivered to such Securities Depository during the continuation with such Securities Depository of participation in its Book-Entry System.

"Transfer Agent" shall mean any bank, trust company or other institution hereafter designated by the Governing Body for the registration of owners of the Bonds and for the performance of such other duties as may be herein or hereafter specified by the Governing Body, and shall initially be The Peoples Bank, Biloxi, Mississippi.

"Underwriter" shall mean Piper Jaffray, Memphis, Tennessee.

"2007A Bonds" shall mean the City's General Obligation Public Improvement Bonds, Series 2007A, dated August 1, 2007, issued in the original principal amount of \$9,200,000.

"2007A Bond Resolution" shall mean the bond resolution, adopted by the City, in connection with the 2007A Bonds on July 3, 2007.

"2007A Paying Agent" shall mean The Peoples Bank, Biloxi, Mississippi.

“2007B Bonds” shall mean the City’s General Obligation Public Improvement Bonds, Series 2007B, dated August 1, 2007, issued in the original principal amount of \$10,165,000.

“2007B Bond Resolution” shall mean the bond resolution, adopted by the City, in connection with the 2007B Bonds adopted on June 5, 2007, as amended on July 3, 2007.

“2007B Paying Agent” shall mean The Peoples Bank, Biloxi, Mississippi.

"2014 Bond Fund" shall mean the City of Ridgeland, Mississippi General Obligation Public Improvement Refunding Bonds, Series 2014, 2014 Bond Fund provided for in Section 13 hereof.

"2014 Costs of Issuance Fund" shall mean the City of Ridgeland, Mississippi General Obligation Public Improvement Refunding Bonds, Series 2014, 2014 Costs of Issuance Fund provided for in Section 14 hereof.

(b) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words and terms herein defined shall be equally applicable to the plural as well as the singular form of any of such words and terms.

2. The City is authorized under the provisions of the Act to issue its Bonds to fund the Project. It is advisable and in the public interest to issue the Bonds for the purpose stated herein.

3. The estimated cost of the Project is not to exceed Fourteen Million Dollars (\$14,000,000).

4. The Governing Body recognizes that the current low interest rate environment provides an opportunity to refund the Bonds, and the Governing Body further realizes that the Governing Body must move expeditiously to accomplish the greatest savings possible by the issuance of the Bonds.

5. In that the bond market is volatile, the Governing Body needs to authorize the negotiated sale of the Bonds to the Underwriter, subject to the satisfaction of the conditions as hereinafter set forth in Section 25 and authorizes the Mayor and City Clerk to execute the Bond Purchase Agreement, prior to a scheduled meeting of the Governing Body in order to maximize the savings to the City regarding the issuance of the Bonds.

6. The City recognizes that in order to prepare the necessary offering documents it is in the best interest of the City to authorize Bond Counsel to prepare and distribute all necessary documents and to do all things required in order to negotiate the sale of the Bonds to the Underwriter and effectuate the issuance of such Bonds.

7. It is necessary to approve the execution of the Preliminary Official Statement, to be dated the date of distribution thereof (the "Preliminary Official Statement") for the sale of the Bonds and the distribution thereof to prospective purchasers of the Bonds.

8. It is necessary to approve the form of and execution of the Bond Purchase Agreement with regard to the sale of the Bonds.

9. It is necessary to approve the form of, execution and distribution of an Official Statement, to be dated the date of execution of the Bond Purchase Agreement (the "Official Statement") for the Bonds.

10. It is necessary to approve the Escrow Agent and the form and execution of the Escrow Agreement for the Refunded Bonds.

11. It is necessary to authorize the Mayor or Clerk of the City to provide a written notification to (a) the 2007A Paying Agent of the advance refunding of the 2007A Bonds; and (b) the 2007B Paying Agent of the advanced refunding of the Refunded 2007B Bonds.

12. It has now become necessary to make provision for the preparation, execution and issuance of said Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. In consideration of the purchase and acceptance of any and all of the Bonds by those who shall hold the same from time to time, this Bond Resolution shall constitute a contract between the City and the Registered Owners from time to time of the Bonds. The pledge made herein and the covenants and agreements herein set forth to be performed on behalf of the City for the benefit of the Registered Owners shall be for the equal benefit, protection and security of the Registered Owners of any and all of the Bonds, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction.

SECTION 2. The Bonds shall initially be issued pursuant to a Book-Entry System administered by the Securities Depository with no physical distribution of Bond certificates to be made except as provided in this Section 2. Any provision of this Bond Resolution or the Bonds requiring physical delivery of the Bonds shall, with respect to any Bonds held under the Book-Entry System, be deemed to be satisfied by a notation on the Registration Records maintained by the Paying Agent that such Bonds are subject to the Book-Entry System.

(a) So long as a Book-Entry System is being used, one Bond in the aggregate principal amount of the Bonds and registered in the name of the Securities Depository, the Securities Depository Nominee and the Participants and Indirect Participants will evidence beneficial ownership of the Bonds in authorized denominations, with transfers of ownership effected on the records of the Securities Depository, the Participants and the Indirect Participants pursuant to rules and procedures established by the Securities Depository, the Participants and the Indirect Participants. The principal of and any premium on each Bond shall be payable to the Securities Depository Nominee or any other person appearing on the Registration Records as the Registered Holder of such Bond or its registered assigns or legal representative at the principal office of the Paying Agent. So long as the Book-Entry System is in effect, the Securities Depository will be recognized as the Holder of the Bonds for all purposes. Transfer of principal,

interest and any premium payments or notices to Participants and Indirect Participants will be the responsibility of the Securities Depository and transfer of principal, interest and any premium payments or notices to Beneficial Owners will be the responsibility of the Participants and Indirect Participants. No other party will be responsible or liable for such transfers of payments or notices or for maintaining, supervising or reviewing such records maintained by the Securities Depository, the Participants or the Indirect Participants. While the Securities Depository Nominee or the Securities Depository, as the case may be, is the registered owner of the Bonds, notwithstanding any other provisions set forth herein, payments of principal of, redemption premium, if any, and interest on the Bonds shall be made to the Securities Depository Nominee or the Securities Depository, as the case may be, by wire transfer in immediately available funds to the account of such Holder, without notice to or the consent of the Beneficial Owners, the Paying Agent, with the consent of the City, and the Securities Depository may agree in writing to make payments of principal and interest in a manner different from that set out herein. In such event, the Paying Agent shall make payments with respect to the Bonds in such manner as if set forth herein.

(b) The City may at any time elect (i) to provide for the replacement of any Securities Depository as the depository for the Bonds with another qualified Securities Depository, or (ii) to discontinue the maintenance of the Bonds under a Book-Entry System. In such event, and upon being notified by the City of such election, the Paying Agent shall give 30 days' prior notice of such election to the Securities Depository (or such fewer number of days as shall be acceptable to such Securities Depository).

(c) Upon the discontinuance of the maintenance of the Bonds under a Book-Entry System, the City will cause Bonds to be issued directly to the Beneficial Owners of Bonds, or their designees, as further described below. In such event, the Paying Agent shall make provisions to notify Participants and the Beneficial Owners of the Bonds, by mailing an appropriate notice to the Securities Depository, or by other means deemed appropriate by the Paying Agent in its discretion, that Bonds will be directly issued to the Beneficial Owners of Bonds as of a date set forth in such notice, which shall be a date at least 10 days after the date of mailing of such notice (or such fewer number of days as shall be acceptable to the Securities Depository).

(d) In the event that Bonds are to be issued to the Beneficial Owners of the Bonds, or their designees, the City shall promptly have prepared Bonds in certificated form registered in the names of the Beneficial Owners of Bonds shown on the records of the Participants provided to the Paying Agent, as of the date set forth in the notice described above. Bonds issued to the Beneficial Owners, or their designees, shall be in fully registered form substantially in the form set forth in Section 8 hereof.

(e) If any Securities Depository is replaced as the depository for the Bonds with another qualified Securities Depository, the City will issue to the replacement Securities Depository Bonds substantially in the form set forth herein, registered in the name of such replacement Securities Depository.

(f) Each Securities Depository and the Participants, the Indirect Participants and the Beneficial Owners of the Bonds, by their acceptance of the Bonds, agree that the City and the

Paying Agent shall have no liability for the failure of any Securities Depository to perform its obligation to any Participant, Indirect Participant or other nominee of any Beneficial Owner of any Bonds to perform any obligation that such Participant, Indirect Participant or other nominee may incur to any Beneficial Owner of the Bonds.

(g) Notwithstanding any other provision of this Bond Resolution, on or prior to the date of issuance of the Bonds, the Paying Agent shall have executed and delivered to the initial Securities Depository a Letter of Representations governing various matters relating to the Securities Depository and its activities pertaining to the Bonds. The terms and provisions of such Letter of Representations are incorporated herein by reference and in the event there shall exist any inconsistency between the substantive provisions of the said Letter of Representations and any provisions of this Bond Resolution, then, for as long as the initial Securities Depository shall serve with respect to the Bonds, the terms of the Letter of Representations shall govern.

(h) Notwithstanding any provision in this Bond Resolution to the contrary, at all times in which the Book-Entry System is in effect, any references to physical delivery of a Bond shall not be required.

SECTION 3. The Bonds are hereby authorized and ordered to be prepared and issued in the principal amount of not to exceed Fourteen Million Dollars (\$14,000,000) to raise money for the Project as authorized by the Act. The Bonds may be issued in one or more series.

SECTION 4. Payments of interest on the Bonds shall be made to the Record Date Registered Owner, and payments of principal shall be made upon presentation and surrender thereof at the principal office of the Paying Agent to the Record Date Registered Owner in lawful money of the United States of America.

(a) The Bonds shall be registered as to both principal and interest; shall be dated the date of delivery thereof; shall be issued in the principal denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity; shall be numbered from one upward in the order of issuance; shall bear interest from the date thereof at the rate or rates specified by further order of the Governing Body, payable on February 1 and August 1 of each year (each an "Interest Payment Date") until maturity, such interest rate to be in compliance with the Act, commencing February 1, 2015, unless otherwise specified in the Bond Purchase Agreement; and shall mature and become due and payable on August 1 in the years and in the amounts as determined in the Bond Purchase Agreement, with such completions, changes, insertions and modifications to the Bond Purchase Agreement as shall be approved by the officers executing and delivering the same (the execution thereof shall constitute conclusive evidence approval of any such completions, changes, insertions and modifications).

(b) The Bonds may be subject to optional or mandatory sinking fund redemption prior to their stated dates of maturity as set forth in the Bond Purchase Agreement (the execution thereof shall constitute conclusive evidence approval of any such completions, changes, insertions and modifications).

(c) If notice of redemption is required in the Bond Purchase Agreement, notice of redemption identifying the numbers of Bonds or portions thereof to be redeemed shall be given

to the Registered Owners thereof by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption. Failure to mail or receive any such notice, or any defect therein or in the mailing thereof, shall not affect the validity of any proceedings for the redemption of Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been given, irrespective of whether received. If such written notice of redemption is made and if due provision for payment of the redemption price is made, all as provided above, the Bonds which are to be redeemed thereby automatically shall be deemed to have been redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the owner to receive the redemption price out of the funds provided for such payment. If at the time of mailing of any notice of redemption, there shall not be on deposit with the Paying Agent sufficient moneys to redeem all of the Bonds called for redemption, such notice shall state that it is subject to the deposit of moneys with the Paying Agent not later than on the redemption date and shall be of no effect unless such moneys are deposited.

(d) The Bonds, for which the payment of sufficient moneys or, to the extent permitted by the laws of the State of Mississippi, (a) direct obligations of, or obligations for the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America ("Government Obligations"), (b) certificates of deposit or municipal obligations fully secured by Government Obligations or (c) evidences of ownership of proportionate interests in future interest or principal payments on Government Obligations held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor on the Government Obligations and which Government Obligations are not available to satisfy any claim of the custodian or any person claiming through the custodian or to whom the custodian may be obligated, (d) State and Local Government Series ("SLGS") Securities, or (e) municipal obligations, the payment of the principal of, interest and redemption premium, if any, on which are irrevocably secured by Government Obligations and which Government Obligations are not subject to redemption prior to the date on which the proceeds attributable to the principal of such obligations are to be used and have been deposited in an escrow account which is irrevocably pledged to the payment of the principal of and interest and redemption premium, if any, on such municipal obligations (all of which collectively, with Government Obligations, "Defeasance Securities"), shall have been deposited with an escrow agent appointed for such purpose, which may be the Paying and Transfer Agent, shall be deemed to have been paid, shall cease to be entitled to any lien, benefit or security under this Bond Resolution and shall no longer be deemed to be outstanding hereunder, and the Registered Owners shall have no rights in respect thereof except to receive payment of the principal of and interest on such Bonds from the funds held for that purpose. Defeasance Securities shall be considered sufficient under this Bond Resolution if said investments, with interest, mature and bear interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest and to pay principal when due on such Bonds.

SECTION 5. The Bonds may be validated and executed as herein provided; and if they are validated they shall be registered as an obligation of the City in the office of the Clerk in a record maintained for that purpose, and the Clerk shall cause to be imprinted upon the reverse side of each of the Bonds, over his manual or facsimile signature and manual or facsimile seal, his certificate in substantially the form set out in **EXHIBIT A**.

(a) The Bonds shall be executed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the Clerk, with the seal of the City imprinted or affixed thereto; provided, however all signatures and seals appearing on the Bonds, other than the signature of an authorized officer of the Transfer Agent hereafter provided for, may be facsimile and shall have the same force and effect as if manually signed or impressed. In case any official of the City whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such official before the delivery or reissuance thereof, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery or reissuance.

(b) The Bonds shall be delivered to the Underwriter upon payment of the purchase price therefor in accordance with the terms and conditions of their sale and award, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, issuance, sale and validation of the Bonds, and the final, unqualified approving opinion of Bond Counsel.

(c) Prior to or simultaneously with the delivery by the Transfer Agent of any of the Bonds, the City shall file with the Transfer Agent:

(i) a copy, certified by the Clerk, of the transcript of proceedings of the Governing Body in connection with the authorization, issuance, sale and validation of the Bonds; and

(ii) an authorization to the Transfer Agent, signed by the Mayor or Clerk, to authenticate and deliver the Bonds to the Underwriter.

(d) At delivery, the Transfer Agent shall authenticate the Bonds and deliver them to the Underwriter thereof upon payment of the purchase price of the Bonds to the City.

(e) Bonds, blank as to denomination, rate of interest, date of maturity and CUSIP number and sufficient in quantity in the judgment of the City to meet the reasonable transfer and reissuance needs on the Bonds, shall be printed and delivered to the Transfer Agent in generally-accepted format, and held by the Transfer Agent until needed for transfer or reissuance, whereupon the Transfer Agent shall imprint the appropriate information as to denomination, rate of interest, date of maturity and CUSIP number prior to the registration, authentication and delivery thereof to the transferee holder. The Transfer Agent is hereby authorized upon the approval of the Governing Body to have printed from time to time as necessary additional Bonds bearing the facsimile seal of the City and facsimile signatures of the persons who were the officials of the Governing Body as of the date of original issue of the Bonds.

SECTION 6. The City hereby appoints the Paying and Transfer Agent for the Bonds. The Paying and Transfer Agent shall be a bank or trust company located within the State of Mississippi. The City specifically reserves the right to hereafter designate a separate Transfer Agent and/or Paying Agent in its discretion in the manner hereinafter provided.

(a) So long as any of the Bonds shall remain outstanding, the City shall maintain with the Transfer Agent records for the registration and transfer of the Bonds. The Transfer Agent is hereby appointed registrar for the Bonds, in which capacity the Transfer Agent shall register in

such records and permit to be transferred thereon, under such reasonable regulations as may be prescribed, any Bond entitled to registration or transfer.

(b) The City shall pay or reimburse the Agent for reasonable fees for the performance of the services normally rendered and the incurring of normal expenses reasonably and necessarily paid as are customarily paid to paying agents, transfer agents and bond registrars, subject to agreement between the City and the Agent. Fees and reimbursements for extraordinary services and expenses, so long as not occasioned by the negligence, misconduct or willful default of the Agent, shall be made by the City on a case-by-case basis, subject, where not prevented by emergency or other exigent circumstances, to the prior written approval of the Governing Body.

(c) An Agent may at any time resign and be discharged of the duties and obligations of either the function of the Paying Agent or Transfer Agent, or both, by giving at least sixty (60) days' written notice to the City, and may be removed from either or both of said functions at any time by resolution of the Governing Body delivered to the Agent. The resolution shall specify the date on which such removal shall take effect and the name and address of the successor Agent, and shall be transmitted to the Agent being removed within a reasonable time prior to the effective date thereof. Provided, however, that no resignation or removal of an Agent shall become effective until a successor Agent has been appointed pursuant to the Bond Resolution.

(i) Upon receiving notice of the resignation of an Agent, the City shall promptly appoint a successor Agent by resolution of the Governing Body. Any appointment of a successor Agent shall become effective upon acceptance of appointment by the successor Agent. If no successor Agent shall have been so appointed and have accepted appointment within thirty (30) days after the notice of resignation, the resigning Agent may petition any court of competent jurisdiction for the appointment of a successor Agent, which court may thereupon, after such notice as it may deem appropriate, appoint a successor Agent.

(ii) In the event of a change of Agents, the predecessor Agent shall cease to be custodian of any funds held pursuant to this Bond Resolution in connection with its role as such Agent, and the successor Agent shall become such custodian; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Agent shall be fully paid. Every predecessor Agent shall deliver to its successor Agent all records of account, registration records, lists of Registered Owners and all other records, documents and instruments relating to its duties as such Agent.

(iii) Any successor Agent appointed under the provisions hereof shall be a bank, trust company or national banking association having Federal Deposit Insurance Corporation insurance of its accounts, duly authorized to exercise corporate trust powers and subject to examination by and in good standing with the federal and/or state regulatory authorities under the jurisdiction of which it falls.

(iv) Every successor Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor Agent and to the City an instrument in writing accepting such appointment hereunder, and thereupon such successor Agent, without any further act, shall become fully vested with all the rights, immunities and powers, and subject to all the duties and obligations, of its predecessor.

(v) Should any transfer, assignment or instrument in writing be required by any successor Agent from the City to more fully and certainly vest in such successor Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Agent, any such transfer, assignment and written instruments shall, on request, be executed, acknowledged and delivered by the City.

(vi) The City will provide any successor Agent with certified copies of all resolutions, orders and other proceedings adopted by the Governing Body relating to the Bonds.

(vii) All duties and obligations imposed hereby on an Agent or successor Agent shall terminate upon the accomplishment of all duties, obligations and responsibilities imposed by law or required to be performed by this Bond Resolution.

(d) Any corporation or association into which an Agent may be converted or merged, or with which it may be consolidated or to which it may sell or transfer its assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor Agent hereunder and vested with all the powers, discretion, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of either the City or the successor Agent, anything herein to the contrary notwithstanding, provided only that such successor Agent shall be satisfactory to the City and eligible under the provisions of Section 6(d)(iv) hereof.

SECTION 7. The Bonds shall be in substantially the form attached hereto as **EXHIBIT A**, with such appropriate variations, omissions and insertions as are permitted or required by this Bond Resolution.

SECTION 8. In case any Bond shall become mutilated or be stolen, destroyed or lost, the City shall, if not then prohibited by law, cause to be authenticated and delivered a new Bond of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated Bond, or in lieu of and in substitution for such Bond stolen, destroyed or lost, upon the Registered Owner's paying the reasonable expenses and charges of the City in connection therewith, and in case of a Bond stolen, destroyed or lost, his filing with the City or Transfer Agent evidence satisfactory to them that such Bond was stolen, destroyed or lost, and of his ownership thereof, and furnishing the City or Transfer Agent with such security or indemnity as may be required by law or by them to save each of them harmless from all risks, however remote. The provision of this Section 8 shall not apply if the Book-Entry System is in effect.

SECTION 9. For the purpose of effectuating and providing for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue, there

shall be and is hereby levied a direct, continuing special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of and the interest on the Bonds; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the 2014 Bond Fund of the Bonds, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Bonds due during the ensuing fiscal year of the City, in accordance with the provisions of the Bond Resolution. When necessary, said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue. Should there be a failure in any year to comply with the requirements of this section, such failure shall not impair the right of the Registered Owners of any of the Bonds in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Bonds, both as to principal and interest.

SECTION 10. Only such of the Bonds as shall have endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the Transfer Agent, shall be entitled to the rights, benefits and security of this Bond Resolution. No Bond shall be valid or obligatory for any purpose unless and until such certificate of registration and authentication shall have been duly executed by the Transfer Agent, which executed certificate shall be conclusive evidence of registration, authentication and delivery under this Bond Resolution. The Transfer Agent's certificate of registration and authentication on any Bond shall be deemed to have been duly executed if signed by an authorized officer of the Transfer Agent, but it shall not be necessary that the same officer sign said certificate on all of the Bonds that may be issued hereunder at any one time.

SECTION 11. In the event the Underwriter shall fail to designate the names, addresses and social security or tax identification numbers of the Registered Owners of the Bonds within thirty (30) days of the date of sale, or at such other later date as may be designated by the City, one Bond registered in the name of the Underwriter may be issued in the full amount for each maturity. Ownership of the Bonds shall be in the Underwriter until the initial Registered Owner has made timely payment and, upon request of the Underwriter within a reasonable time of the initial delivery of the Bonds, the Transfer Agent shall re-register any such Bond upon its records in the name of the Registered Owner to be designated by the Underwriter in the event timely payment has not been made by the initial Registered Owner.

(a) Except as hereinabove provided, the Person in whose name any Bond shall be registered in the records of the City maintained by the Transfer Agent may be deemed the absolute owner thereof for all purposes, and payment of or on account of the principal of or interest on any Bond shall be made only to or upon the order of the Registered Owner thereof, or his legal representative, but such registration may be changed as hereinafter provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

SECTION 12. Each Bond shall be transferable only in the records of the City, upon surrender thereof at the office of the Transfer Agent, together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the transfer of any Bond, the City, acting through its Transfer Agent, shall issue in the name of the transferee a new Bond or Bonds of the same aggregate principal amount and maturity and rate of interest as the surrendered Bond or Bonds.

(a) In all cases in which the privilege of transferring Bonds is exercised, the Transfer Agent shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution.

SECTION 13. The City hereby establishes the 2014 Bond Fund which shall be maintained with a qualified depository in its name for the payment of the principal of and interest on the Bonds, and the payment of Agents' fees in connection therewith. There shall be deposited into the 2014 Bond Fund as and when received:

- (i) The accrued interest, if any, received upon delivery of the Bonds;
- (ii) The avails of any of the ad valorem taxes levied and collected pursuant to Section 9 hereof;
- (iii) Any income received from investment of monies in the 2014 Bond Fund; and
- (iv) Any other funds available to the City which may be lawfully used for payment of the principal of and interest on the Bonds, and which the Governing Body, in its discretion, may direct to be deposited into the 2014 Bond Fund.

(b) As long as any principal of and interest on the Bonds remains outstanding, the Clerk is hereby irrevocably authorized and directed to withdraw from the 2014 Bond Fund sufficient monies to make the payments herein provided for and to transfer same to the account of the Paying Agent in time to reach said Paying Agent at least five (5) days prior to the date on which said interest or principal and interest shall become due.

SECTION 14. The City hereby establishes the 2014 Costs of Issuance Fund which shall be held by the Escrow Agent under the Escrow Agreement. A certain portion of the proceeds received upon the sale of the Bonds shall be deposited in the 2014 Costs of Issuance Fund. Any income received from investment of monies in the 2014 Costs of Issuance Fund shall be deposited in the 2014 Costs of Issuance Fund. Funds in the 2014 Costs of Issuance Fund shall be used by the Escrow Agent, acting for and on behalf of the City, to pay the costs, fees and expenses incurred by the City in connection with the authorization, issuance, sale, validation and delivery of the Bonds. Any amounts which remain in the 2014 Costs of Issuance Fund after the payment of the costs of issuance for the Bonds shall be transferred by the Escrow Agent to the City for deposit in the 2014 Bond Fund and used as permitted under State law.

SECTION 15. Upon delivery of the Bonds, the City will remit or will direct the remittance of (a) a certain portion of the proceeds received upon the sale of the Bonds, directly to the Escrow Agent under the Escrow Agreement for deposit in the Escrow 2007A Fund, which

amount, together with investment income thereon, will be sufficient to effectuate the advanced refunding of the Refunded 2007A Bonds and the redemption price of the Callable 2007A Bonds, pursuant to the terms of the Escrow Agreement; and (b) a certain portion of the proceeds received upon the sale of the Bonds, directly to the Escrow Agent under the Escrow Agreement for deposit in the Escrow 2007B Fund, which amount, together with investment income thereon, will be sufficient to effectuate the advanced refunding of the Refunded 2007B Bonds and the redemption price of the Callable 2007B Bonds, pursuant to the terms of the Escrow Agreement.

SECTION 16. Payment of principal on the Bonds shall be made, upon presentation and surrender of the Bonds at the principal office of the Paying Agent, to the Record Date Registered Owner thereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date.

(a) Payment of each installment of interest on the Bonds shall be made to the Record Date Registered Owner thereof whose name shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date. Interest shall be payable in the aforesaid manner irrespective of any transfer or exchange of such Bond subsequent to the Record Date and prior to the due date of the interest.

(b) Principal of and interest on the Bonds shall be paid by check or draft mailed on the Interest Payment Date to Registered Owners at the addresses appearing in the registration records of the Transfer Agent. Any such address may be changed by written notice from the Registered Owner to the Transfer Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Transfer Agent, such notice to be received by the Transfer Agent not later than the 15th day of the calendar month preceding the applicable principal or Interest Payment Date to be effective as of such date.

SECTION 17. The Bonds may be submitted to validation as provided by Chapter 13, Title 31, Mississippi Code of 1972, and to that end, if requested, the Clerk is hereby directed to make up a transcript of all legal papers and proceedings relating to the Bonds and to certify and forward the same to the State's bond attorney for the institution of validation proceedings.

SECTION 18. The City hereby covenants that it will not make any use of the proceeds of the Bonds or do or suffer any other action that would cause: (i) the Bonds to be "arbitrage bonds" as such term is defined in Section 148(a) of the Internal Revenue Code of 1986, as amended ("Code"), and the Regulations promulgated thereunder; (ii) the interest on the Bonds to be included in the gross income of the Registered Owners thereof for federal income taxation purposes; or (iii) the interest on the Bonds to be treated as an item of tax preference under Section 57(a)(5) of the Code.

SECTION 19. The City hereby covenants as follows:

(a) it has not abandoned, sold or otherwise disposed of any facility, equipment or improvement financed or refinanced directly or indirectly with the proceeds of the Refunded Bonds;

(b) it does not intend to, during the term that any of the Bonds allocable to the Refunding Project are outstanding, abandon, sell or otherwise dispose of any facility, equipment

or improvement financed or refinanced directly or indirectly with the proceeds of the Refunded Bonds;

(c) it shall timely file with the Ogden, Utah Service Center of the Internal Revenue Service, such information report or reports as may be required by Section 148(f) and 149(e) of the Code;

(d) it shall take no action that would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code;

(e) it will not employ an abusive arbitrage device in connection with the issuance by it of the Bonds which will enable it to obtain a material financial advantage (based on arbitrage) apart from the savings that may be realized as a result of the lower interest rates on the Bonds than on the Refunded Bonds and overburden the tax-exempt bond market; and

(f) it shall make, or cause to be made, the rebate required by Section 148(f) of the Code in the manner described in Regulation § 1.148-0 through 1.148-11, 1.149(b)-1, 1.149(d)-1, 1.149(g)-1, 1.150-1, 1.150-2, as such regulations and statutory provisions may be modified insofar as they apply to the Bonds.

SECTION 20. The City hereby agrees for the benefit of the holders and beneficial owners of the Bonds for so long as it remains obligated to advance funds to pay the Bonds to provide certain updated financial information and operating data annually, and timely notice of specified material events, to the Municipal Securities Rulemaking Board ("MSRB") through MSRB's Electronic Municipal Market Access system at www.emma.msrb.org ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to Rule 15c2-12, as amended from time to time (the "Rule") of the SEC, together with any identifying information or other information then required to accompany the applicable filing (the "Accompanying Information"). This information will be available free to securities brokers and others through EMMA.

The City will provide certain updated financial information and operating data to the MSRB in the Required Electronic Format through EMMA, together with any Accompanying Information. The information to be updated includes all quantitative financial information and operating data with respect to the City of the general type included in the Official Statement in APPENDIX A under the headings "ECONOMIC AND DEMOGRAPHIC INFORMATION," "TAX INFORMATION" and "DEBT INFORMATION" and other financial information set forth in APPENDICES B and C of the Official Statement. The City will update and provide this information within twelve months after the end of each fiscal year of the City ending in or after September 30, 2015.

The City may provide updated information in full text or may incorporate by reference certain other publicly available documents, as permitted by the Rule. The updated information will include audited financial statements, if the City's audit is completed by the required time. Any such financial statements will be prepared in accordance with the accounting principles promulgated by the State of Mississippi or such other accounting principles as the City may be required to employ from time to time pursuant to law or regulation.

The City's current fiscal year end is September 30. If the City changes its fiscal year, it will notify the MSRB in the Required Electronic Format through EMMA, together with any Accompanying Information.

Anyone requesting information under the continuing disclosure requirements of SEC Rule 15c2-12 should contact the City Clerk, City Hall, 304 Highway 51, Ridgeland, Mississippi 39517 Telephone Number: (601) 856-7113.

The City will also provide notice to the MSRB in the Required Electronic Format through EMMA, together with any Accompanying Information, in a timely manner not in excess of ten business days after the occurrence of certain events. The City will provide notice of any of the following events with respect to the Bonds, in a timely manner not in excess of ten business days after the occurrence of such event: (1) principal and interest payment delinquencies; (2) unscheduled draws on debt service reserves, reflecting financial difficulties; (3) unscheduled draws on credit enhancements, reflecting financial difficulties; (4) substitution of credit or liquidity providers for the Bonds; or their failure to perform; (5) adverse tax opinions, IRS notices or events affecting the tax status of the Bonds; (6) defeasances; (7) rating changes; (8) tender offers; and (9) bankruptcy, insolvency receivership, or a similar proceeding by the obligated person. The City will provide to the MSRB in the Required Electronic Format through EMMA, together with any Accompanying Information, notice of an occurrence of the following events, if such event is material to a decision to purchase or sell Bonds, in a timely manner not in excess of ten business days after the occurrence of an event: (1) non-payment related defaults; (2) modifications to the rights of bond holders; (3) bond calls or redemption; (4) release, substitution, or sale of property securing repayment of the Bonds; (5) the consummation of a merger, consolidation, acquisition involving an obligated person, other than in the ordinary course of business, or the sale of all or substantially all the assets of an obligated person, other than in the ordinary course of business, or the entry into a definitive agreement to engage in such a transaction, or a termination of such an agreement, other than in accordance with its terms; and (6) appointment of a successor or additional trustee, or the change in the name of the trustee. In addition, the City will provide timely notice of any failure by the City to provide information, data, or financial statements in accordance with its agreement described above under paragraphs 2, 3 and 4 of this Section.

The City has agreed to update information and to provide notices of material events only as described in this Section. The City has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided, except as described herein. The City makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Bonds at any future date. The City disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its continuing disclosure agreement or from any statement made pursuant to its agreement, although Holders or Beneficial Owners of Bonds may seek a writ of mandamus to compel the City to comply with its agreement.

The City may amend its continuing disclosure agreement only if (1) the amendment is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in identity, nature, or status of the City, (2) the

agreement, as amended, would have complied with the Rule at the date of sale of the Bonds, taking into account any amendments or interpretations of the Rule as well as any change in circumstance, and (3) the City receives an opinion of nationally recognized bond counsel to the effect that the amendment does not materially impair the interests of the Holders and Beneficial Owners of the Bonds. If any such amendment is made, the City will include in its next annual update an explanation in narrative form of the reasons for the change and its impact on the type of operating data or financial information being provided.

SECTION 21. The Escrow Agent is hereby authorized to pay costs of issuance expenses on the closing date for the Bonds from the proceeds of the Bonds deposited with the Escrow Agent under the Escrow Agreement for the costs of issuance of said Bonds; provided, however, total costs of issuance for said Bonds shall not exceed 3% of the par amount of the Bonds (excluding Underwriter's discount and bond insurance premium, if any). The Mayor or Clerk or any other Authorized Officer are authorized to sign requisitions for the payment of costs of issuance for the Bonds.

SECTION 22. The City does not designate the Bonds as "qualified tax-exempt obligations" as defined in and for the purposes of Section 265(b)(3) of the Code.

SECTION 23. That the Governing Body of the City hereby approves, adopts and ratifies the Preliminary Official Statement for the sale of the Bonds in substantially the form attached hereto as **EXHIBIT B**. The City hereby deems the Preliminary Official Statement to be "final" as required by Rule 15c2-12(b)(1) of the Securities and Exchange Commission.

SECTION 24. That the distribution of copies of said Preliminary Official Statement to prospective purchasers of the Bonds is hereby authorized and ratified.

SECTION 25. That the Governing Body of the City hereby authorizes the negotiation of the sale of the Bonds to the Underwriter and authorizes the execution by the Mayor and City Clerk of the Governing Body of the Bond Purchase Agreement in substantially the same form attached hereto as **EXHIBIT C** for and on behalf of the City, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same (the execution thereof shall constitute conclusive evidence approval of any such completions, changes, insertions and modifications), based on the recommendation of Financial Advisor and provided that the following parameters are met: (1) the par amount of the Bonds will not exceed \$14,000,000; (2) the net interest cost of the Bonds will not exceed 5.00%; (3) the term of the Bonds will not exceed August 1, 2027 (or as determined by the Bond Purchase Agreement, the execution thereof shall constitute approval of any such completions, changes, insertions and modifications); and (4) terms and provisions of the Bonds in compliance with the Act.

SECTION 26. Upon the execution of the Bond Purchase Agreement, the Mayor and Clerk are hereby authorized and directed to cause to be prepared and to execute a final Official Statement in connection with the Bonds in substantially the form of the Preliminary Official Statement, subject to minor amendments and supplement as approved by the Mayor and Clerk executing same (the execution thereof shall constitute approval of any such completions, changes, insertions and modifications).

SECTION 27. The Governing Body recognizes and acknowledges that due to uncertain conditions in the municipal bond marketplace from time to time, that it may or may not be determined to be advisable to refund any, all or a portion of the Refunded Bonds at any given time. Therefore the Governing Body does hereby grant authority to the Mayor, upon advice from the Financial Advisor, to provide for the final selection and approval of the obligations, amounts, and maturities of the Refunded Bonds to be refunded with the Bonds.

SECTION 28. Each of the following constitutes an event of default under this Bond Resolution:

(a) failure by the City to pay any installment of principal of or interest on any Bond at the time required;

(b) failure by the City to perform or observe any other covenant, agreement or condition on its part contained in this Bond Resolution or in the Bonds, and the continuance thereof for a period of thirty (30) days after written notice thereof to the City by the Registered Owners of not less than ten percent (10%) in principal amount of the then outstanding Bonds; or

(c) an Act of Bankruptcy occurs.

SECTION 29. This resolution shall serve as notice to the 2007A Paying Agent and the 2007B Paying Agent of the City's desire to provide for the Refunded Bonds.

SECTION 30. The form of and the execution by the Mayor or Clerk of the 2007A Bonds Notice of Refunding/Redemption and the 2007B Bonds Notice of Refunding/Redemption, attached hereto as **EXHIBIT D** and **EXHIBIT E** is hereby approved.

SECTION 31. That the Governing Body hereby approves the form of the Escrow Agreement attached hereto as **EXHIBIT F** for and on behalf of said Governing Body and authorizes the execution by the Governing Body of the Escrow Agreement in substantially the same form for and on behalf of said Governing Body.

SECTION 32. That the Governing Body hereby approves the appointment of the Escrow Agent under the terms and provisions of the Escrow Agreement.

SECTION 33. The Governing Body hereby authorizes the Escrow Agent and/or Bond Counsel in making the initial application with the Department of the Treasury, Bureau of Public Debt, Division of Special Investments, Parkersburg, West Virginia for United States Treasury Securities - State and Local Government Series (the "SLGS"), if such application is deemed necessary in connection with completing the Project.

SECTION 34. The Governing Body authorizes the preparation and submission of the final application for SLGS by the Escrow Agent, if such application is deemed necessary in connection with completing the Project.

SECTION 35. If in the opinion of the City and Bond Counsel, a supplement or amendment to the Preliminary Official Statement and/or Official Statement is necessary to provide proper disclosure for the Bonds, the Governing Body of the City hereby authorizes (a)

the Bond Counsel acting as disclosure counsel to prepare such supplement or amendment to the Preliminary Official Statement and/or the Official Statement in a form and in a manner approved by the Bond Counsel acting as disclosure counsel, and (b) the Bond Counsel and/or the Underwriter for the Bonds to provide distribution of such supplement or amendment to the Preliminary Official Statement and/or Official Statement, as the case may be, in connection with the sale of the Bonds.

SECTION 36. That the City hereby certifies that it will be in compliance with the continuing disclosure requirements of Securities and Exchange Commission Rule 15c2-12, as amended (the "Rule") in connection with all applicable bond issues sold, issued and delivered by the City since July 1, 1995, subject to the Rule, upon the issuance and delivery of each respective series of Bonds.

SECTION 37. The Mayor and Clerk and any other Authorized Officer of the Governing Body are authorized to execute and deliver such resolutions, certificates and other documents as are required for the sale, issuance and delivery of the Bonds.

SECTION 38. All orders, resolutions or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this Bond Resolution shall become effective upon the adoption hereof.

Alderman _____ seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

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

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted, on this the 7th day of October, 2014.

MAYOR

ATTEST:

CITY CLERK

(SEAL)

EXHIBIT A

[BOND FORM]

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

CITY OF RIDGELAND

GENERAL OBLIGATION REFUNDING BOND,

SERIES 2014

NO. R-____ \$ _____

<u>Rate of Interest</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
_____%	_____	_____, 2014	_____

Registered Owner: Cede & Co.

Principal Amount: _____ DOLLARS

The City of Ridgeland, State of Mississippi (the "City"), a body politic existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, upon the presentation and surrender of this Bond, at the principal office of The Peoples Bank, Biloxi, Mississippi, or its successor, as paying agent (the "Paying Agent") for the General Obligation Public Improvement Refunding Bonds, Series 2014, of the City (the "Bonds"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this Bond shall be made to the Registered Owner hereof who shall appear in the registration records of the City maintained by The Peoples Bank, Biloxi, Mississippi, or its successor, as transfer agent for the Bonds (the "Transfer Agent"), as of the 15th day of the calendar month preceding the maturity date hereof.

The City further promises to pay interest on such principal amount from the date of this Bond or from the most recent interest payment date to which interest has been paid at the rate of interest per annum set forth above, on February 1 and August 1 of each year (each an "Interest Payment Date"), commencing _____, until said principal sum is paid, to the Registered Owner hereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the 15th day of the calendar month preceding the applicable Interest Payment Date.

Payments of principal of and interest on this Bond shall be made by check or draft mailed on the Interest Payment Date to such Registered Owner at his address as it appears on such registration records. The Registered Owner hereof may change such address by written notice to the Transfer Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Transfer Agent, such notice to be received by the Transfer Agent not later than the 15th day of the calendar month preceding the applicable principal or Interest Payment Date.

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to denomination, number, rate of interest and date of maturity, issued in the aggregate authorized principal amount of not to exceed _____ Dollars (\$_____,000) to raise money for the purpose of prepaying and advance refunding a portion of the outstanding maturities of the City's (a) General Obligation Public Improvement Bonds, Series 2007A, dated August 1, 2007, issued in the original principal amount of \$9,200,000, maturing on August 1 in the years ____ through ____, both inclusive; and (b) City's General Obligation Public Improvement Bonds, Series 2007B, dated August 1, 2007, issued in the original principal amount of \$10,165,000 , maturing on August 1 in the years ____ through ____, both inclusive.

This Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 31-27-1 et seq., Mississippi Code of 1972, as amended, and by the further authority of proceedings duly had by the Mayor and Board of Aldermen of the City, including resolution adopted October 7, 2014 (the "Bond Resolution").

INSERT REDEMPTION IF APPLICABLE.

Notice of redemption identifying the numbers of Bonds or portions thereof to be redeemed shall be given to the Registered Owners thereof by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption. Failure to mail or receive any such notice, or any defect therein or in the mailing thereof, shall not affect the validity of any proceedings for the redemption of Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been given, irrespective of whether received. If such written notice of redemption is made and if due provision for payment of the redemption price is made, all as provided above, the Bonds which are to be redeemed thereby automatically shall be deemed to have been redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the owner to receive the redemption price out of the funds provided for such payment. If at the time of mailing of any notice of redemption, there shall not be on deposit with the Paying Agent sufficient moneys to redeem all of the Bonds called for redemption, such notice shall state that it is subject to the deposit of moneys with the Paying Agent not later than on the redemption date and shall be of no effect unless such moneys are deposited.

The Bonds are registered as to both principal and interest. The Bonds are to be issued or reissued in the denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity.

This Bond may be transferred or exchanged by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal office of the Transfer Agent, but only in the manner, subject to the limitations in the Bond Resolution, and upon surrender and cancellation of this Bond. Upon such transfer or exchange, a new Bond or Bonds of like aggregate principal amount in authorized denominations of the same maturity will be issued.

The City and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

The Bonds are and will continue to be payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the 2014 Bond Fund of the Bonds, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Bonds due during the ensuing fiscal year of the City, in accordance with the provisions of the Bond Resolution. The City, when necessary, will levy annually a special tax upon all taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of the principal of and the interest on the Bonds as the same falls due.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Bond Resolution until the certificate of registration and authentication hereon shall have been signed by the Transfer Agent.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the Bonds, in order to make the same legal and binding General obligations of the City, according to the terms thereof, do exist, have happened and have been performed in regular and due time, form and manner as required by law. For the performance in apt time and manner of every official act herein required, and for the prompt payment of this Bond, both principal and interest, the full faith and credit of the City are hereby irrevocably pledged.

IN WITNESS WHEREOF, the City has caused this Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City, countersigned by the manual or facsimile signature of the Clerk of the City, under the manual or facsimile seal of the City, which said manual or facsimile signatures and seal said officials adopt as and for their own proper signatures and seal, as of the ____ day of ____, 2014.

CITY OF RIDGELAND, MISSISSIPPI

BY: _____
Mayor

COUNTERSIGNED:

City Clerk

(Seal)

There shall be printed in the lower left portion of the face of the Bonds a registration and authentication certificate in substantially the following form:

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Bond Resolution and is one of the General Obligation Public Improvement Refunding Bonds, Series 2014, of the City of Ridgeland, Mississippi.

**THE PEOPLES BANK
BILOXI, MISSISSIPPI,
as Transfer Agent**

BY: _____
Authorized Officer

Date of Registration and Authentication: _____

There shall be printed on the reverse of the Bonds a registration and validation certificate and an assignment form in substantially the following form:

REGISTRATION AND VALIDATION CERTIFICATE

**STATE OF MISSISSIPPI
COUNTY OF MADISON
CITY OF RIDGELAND**

I, the undersigned City Clerk of the City of Ridgeland, Mississippi, do hereby certify that the within Bond has been duly registered by me as an obligation of said City pursuant to law in a record kept in my office for that purpose, and has been validated and confirmed by Decree of the Chancery Court of Madison County, Mississippi, rendered on the ____ day of ____, 2014.

City Clerk

(Seal)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto_

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____, _____, Mississippi, as Transfer Agent to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

NOTICE: The signature to this Assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular manner, without any alteration whatever.

Signatures guaranteed:

NOTICE: Signature(s) must be guaranteed by an approved eligible guarantor institution, an institution that is a participant in a Securities Transfer Association recognized signature guarantee program.

(Authorized Officer)

Date of Assignment: _____

Insert Social Security Number or Other
Tax Identification Number of Assignee: _____

EXHIBIT B
FORM OF PRELIMINARY OFFICIAL STATEMENT

EXHIBIT C

FORM OF BOND PURCHASE AGREEMENT

EXHIBIT D

FORM OF NOTICE OF REFUNDING/REDEMPTION FOR 2007A BONDS

The Peoples Bank
Attention: Corporate Trust Administration

RE: Advance Refunding of certain outstanding maturities of the City of Ridgeland, Mississippi General Obligation Public Improvement Bonds, Series 2007A, dated August 1, 2007, issued in the original principal amount of \$9,200,000 (the "2007A Bonds"), maturing in the years 20__ through 20__, both inclusive (the "Refunded 2007A Bonds")

The Mayor and Board of Aldermen (“Governing Body”) for the City of Ridgeland, Mississippi, acting for and on behalf of the City of Ridgeland, Mississippi (the “Issuer”) adopted a resolution on _____, which authorizes the refunding of the Refunded 2007A Bonds and the Issuer does hereby irrevocably exercise its option to call for redemption the Callable 2007A Bonds effective August 1, 2017, at par, and hereby directs The Peoples Bank, Biloxi, Mississippi, the paying agent for the 2007A Bonds (the "2007A Paying Agent"), to take any action required under the Bond Resolution for the 2007A Bonds (the "2007A Bond Resolution"), including, without limitation, the giving of notice thereunder, to accomplish such redemption. Such optional redemption shall be carried out in accordance with the provisions of the 2007A Bond Resolution and the 2007A Paying Agent is hereby authorized to utilize the funds deposited with The Peoples Bank, Biloxi, Mississippi, in its capacity as escrow agent (in such capacity, the “Escrow Agent”), pursuant to an Escrow Agreement dated ____ by and between the City and the Escrow Agent, which funds have been derived from a portion of the proceeds of the Issuer's not to exceed \$_____,000.00 General Obligation Public Improvement Refunding Bonds, Series 2014, to be dated the date of delivery thereof (the "Bonds").

From the date of the issuance of the Bonds, the 2007A Paying Agent shall provide for the debt service due on the Refunded 2007A Bonds and the funds for the optional redemption of the Callable 2007A Bonds from the funds deposited with the Escrow Agent by the City.

It is the responsibility of the 2007A Paying Agent to assure that all publications and form of redemption notices conform to the requirements of the 2007A Bond Resolution.

City Clerk, City of Ridgeland, Mississippi

EXHIBIT E

FORM OF NOTICE OF REFUNDING/REDEMPTION FOR 2007B Bonds

[TO BE PLACED ON CITY LETTERHEAD]

The Peoples Bank
Attention: Corporate Trust Administration

Biloxi, Mississippi _____

RE: Advance Refunding of certain outstanding maturities of the City of Ridgeland, Mississippi General Obligation Public Improvement Bonds, Series 2007B, dated August 1, 2007, issued in the original principal amount of \$10,165,000 (the "2007B Bonds"), maturing in the years maturing in the years 20__ through 20__, both inclusive, both inclusive (the "Refunded 2007B Bonds")

Ladies and Gentlemen:

The Mayor and Board of Aldermen ("Governing Body") for the City of Ridgeland, Mississippi, acting for and on behalf of the City of Ridgeland, Mississippi (the "Issuer") adopted a resolution on _____, which authorizes the refunding of the Refunded 2007B Bonds and the Issuer does hereby irrevocably exercise its option to call for redemption the Callable 2007B Bonds effective August 1, 2017, at par, and hereby directs The Peoples Bank, Biloxi, Mississippi, the paying agent for the 2007B Bonds (the "2007B Paying Agent"), to take any action required under the Bond Resolution for the 2007B Bonds (the "2007B Bond Resolution"), including, without limitation, the giving of notice thereunder, to accomplish such redemption. Such optional redemption shall be carried out in accordance with the provisions of the 2007B Bond Resolution and the 2007B Paying Agent is hereby authorized to utilize the funds deposited with The Peoples Bank, Biloxi, Mississippi, in its capacity as escrow agent (in such capacity, the "Escrow Agent"), pursuant to an Escrow Agreement dated ____ by and between the City and the Escrow Agent, which funds have been derived from a portion of the proceeds of the Issuer's Issuer's not to exceed \$_____,000.00 General Obligation Public Improvement Refunding Bonds, Series 2014, to be dated the date of delivery thereof (the "Bonds").

From the date of the issuance of the Bonds, the 2007B Paying Agent shall provide for the debt service due on the Refunded Bonds and the funds for the optional redemption of the Callable 2007B Bonds from the funds deposited with the Escrow Agent by the City.

It is the responsibility of the 2007B Paying Agent to assure that all publications and form of redemption notices conform to the requirements of the 2007B Bond Resolution.

Sincerely,

City Clerk, City of Ridgeland, Mississippi

EXHIBIT F

ESCROW AGREEMENT

ButlerSnow 21378664v2

BOND PURCHASE AGREEMENT

\$____,000

CITY OF RIDGELAND, MISSISSIPPI GENERAL OBLIGATION PUBLIC IMPROVEMENT REFUNDING BONDS, SERIES 2014

Dated: _____, 2014

Mayor and Board of Aldermen
Ridgeland, Mississippi

Ladies and Gentlemen:

The undersigned, Piper Jaffray & Co., Memphis, Tennessee (the "Underwriter"), acting on its own behalf and not as agent or fiduciary for you, hereby offers to enter into this agreement with the City of Ridgeland, Mississippi (the "Issuer" or "City"), which, upon your acceptance of this offer, will be binding upon you and upon us.

This offer is made subject to your acceptance of this agreement on or before 5:00 o'clock p.m., Central Daylight Savings Time on this date.

1. **Purchase Price.** Upon the terms and conditions and upon the basis of the respective representations, warranties and covenants set forth herein, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell to the Underwriter, all (but not less than all) of the above-captioned \$____,000 General Obligation Public Improvement Refunding Bonds, Series 2014 (the "Bonds") pursuant to a resolution adopted by the Mayor and Board of Aldermen of the City (the "Governing Authority") on October 7, 2014 (the "Sales Parameter and Bond Resolution") authorizing and approving the issuance and sale of the Bonds. The purchase price of each the Bonds are set forth in **SCHEDULE I** hereto. Such purchase prices shall be paid at the Closing (hereinafter defined) in accordance with paragraph 6 hereof. The Bonds are issued pursuant to Sections 31-27-1 *et seq.*, of the Mississippi Code of 1972, as amended and other constitutional and statutory authority (the "Act"). The Bonds shall mature on the dates and shall bear interest at the fixed rates, all as described in **SCHEDULE II** attached hereto. A portion of the proceeds of the Bonds will be deposited with (a) The Peoples Bank, Biloxi, Mississippi, as Escrow Agent (the "Escrow Agent"), and applied to the payment of principal of and premium, if any, and interest for the Issuer's outstanding Refunded 2007A Bonds, which is described in the Bond Resolution and the Preliminary Official Statement, as hereinafter defined (the "Refunded 2007A Bonds"); and (b) The Peoples Bank, Biloxi, Mississippi, as Escrow Agent, and applied to the payment of principal of and premium, if any, and interest for the Issuer's outstanding Refunded 2007B Bonds, which is described in the Bond Resolution and the Preliminary Official Statement, as hereinafter defined (the "Refunded 2007B Bonds").

2. **Public Offering.** The Underwriter intends to make an initial bona fide public offering of all of the Bonds at not in excess of the public offering prices set forth on **SCHEDULE II** attached hereto, and may subsequently change such offering price without any requirement of prior notice. The Underwriter may offer and sell Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than such public offering prices. Not less than ten (10) business days prior to the Closing, the Underwriter agrees to furnish to Butler Snow LLP, a certificate in a form acceptable to Bond Counsel (i) specifying the re-offering prices at which a substantial amount of the Bonds were sold to the public (excluding bond dealers, brokers and other intermediaries) and (ii) certifying the accuracy of such re-offering prices (if lower than those set out in **SCHEDULE II**). The Underwriter acknowledges that Bond Counsel will rely on such representations in making their determination that the Bonds are not "arbitrage bonds" within the meaning of the Internal Revenue Code of 1986, as amended.

3. **Representative.** _____, is duly authorized to execute this Bond Purchase Agreement on behalf of the Underwriter.

4. **Official Statement.** The Issuer shall deliver to the Underwriter at least one (1) copy of the Official Statement, dated the date hereof relating to the Bonds, executed on behalf of the Issuer by the duly authorized officers of the Governing Authority. The Issuer agrees to amend or supplement the Official Statement on or prior to the Closing whenever requested by the Underwriter when, in the reasonable judgment of the Underwriter and/or Bond Counsel to the Issuer, such amendment or supplementation is required.

You hereby ratify and approve the lawful use of the Preliminary Official Statement, dated _____, 2014, relating to the Bonds (the "Preliminary Official Statement") by the Underwriter prior to the date hereof, and authorize and approve the Official Statement and other pertinent documents referred to in Section 7 hereof to be lawfully used in connection with the offering and sale of the Bonds. The Issuer has previously provided the Underwriter with a copy of its Preliminary Official Statement. As of its date, the Preliminary Official Statement is deemed final by the Issuer for purposes of SEC Rule 15c2-12(b)(1). The Issuer agrees to provide to the Underwriter within seven (7) business days of the date hereof sufficient copies of the Official Statement to enable the Underwriter to comply with the requirements of Rule 15c2-12(b)(4) under the Securities Exchange Act of 1934, as amended.

5. Representations of the Issuer.

(a) The Issuer has duly authorized all necessary action to be taken by it for: (i) the sale of the Bonds upon the terms set forth herein and in the Official Statement; (ii) the approval of the Official Statement and the signing of the Official Statement by a duly authorized officer; and (iii) the execution, delivery and receipt of this Bond Purchase Agreement and any and all such other agreements and documents as may be required to be executed, delivered and received by the Issuer in order to carry out, give effect to, and consummate the transactions contemplated hereby, by the Bonds, the Official Statement, and the Bond Resolution;

(b) The information relating to the Issuer contained in the Official Statement is and, as of the date of Closing, will be correct in all material respects and such information does not contain

and will not contain any untrue statement of a material fact and does not omit and will not omit to state a material fact required to be stated therein or necessary to make the statements in such Official Statement, in light of the circumstances under which they were made, not misleading;

(c) To the knowledge of the Issuer there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending against or affecting the Issuer or the Governing Authority or threatened against or affecting the Issuer or the Governing Authority (or, to the knowledge of the Issuer or the Governing Authority, any basis therefor) contesting the due organization and valid existence of the Issuer or the Governing Authority or the validity of the Act or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or by the Official Statement or the validity or due adoption of the Bond Resolution or the validity, due authorization and execution of the Bonds, this Bond Purchase Agreement or any agreement or instrument to which the Issuer is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or by the Official Statement;

(d) The authorization, execution and delivery by the Issuer of the Official Statement, this Bond Purchase Agreement and the other documents contemplated hereby and by the Official Statement, and compliance by the Issuer with the provisions of such instruments, do not and will not conflict with or constitute on the part of the Issuer a breach of or a default under any provisions of the Constitution or laws of the State of Mississippi, or any existing law, court or administrative regulation, decree or order by which the Issuer or its properties are or, on the date of Closing, will be bound;

(e) All consents of, notices to or filings with governmental authorities necessary for the consummation by the Issuer of the transactions described in the Official Statement, the Bond Resolution and this Bond Purchase Agreement (other than such consents, notices and filings, if any, as may be required under the securities or blue sky laws of any federal or state jurisdiction) have been obtained or made or will be obtained or made prior to delivery of the Bonds;

(f) The Issuer agrees to cooperate with the Underwriter and their counsel in any endeavor to qualify the Bonds for offering and sale under the securities or blue sky laws of such jurisdictions of the United States as the Underwriter may reasonably request, provided, however, that the Issuer shall not be required to register as a dealer or a broker in any such state or jurisdiction or qualify as a foreign corporation or file any general consents to service of process under the laws of any state. The Issuer consents to the lawful use of the Preliminary Official Statement and the Official Statement by the Underwriter in obtaining such qualifications;

(g) The Issuer acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the Issuer and the Underwriter, (ii) in connection with such transaction, including the process leading thereto, the Underwriter is acting solely as a principal and not as an agent or a fiduciary of the Issuer; (iii) the Underwriter has neither assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Issuer on other matters) nor has it assumed any other obligation to the Issuer except the obligations expressly set forth in this Bond Purchase Agreement, (iv) the Underwriter has

financial and other interests that differ from those of the Issuer; and (v) the Issuer has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Bonds; and

(h) The Issuer is an "obligated person" within the meaning of Rule 15c2-12(f)(b) and shall have duly authorized, executed and delivered a continuing disclosure agreement which complies with the provisions of Rule 15c2-12(b)(5) and which shall substantially set forth those provisions set forth in the Preliminary Official Statement.

6. Delivery of, and Payment for, the Bonds. At 10:30 o'clock a.m., Central Daylight Savings Time, on or about ____, 2014 or at such other time or date as shall have been mutually agreed upon by the Issuer and the Underwriter, the Issuer will deliver, or cause to be delivered, to The Peoples Bank, Biloxi, Mississippi, as Paying Agent (the "Paying Agent"), one Bond for each separate maturity (whether serially or by term) of the Bonds in typewritten form, duly executed, authenticated and issued in the name of "Cede & Co.," the nominee name of The Depository Trust Company (the "Securities Depository"), together with the other documents hereinafter mentioned and, if applicable, any other moneys required by the Bond Resolution to be provided by the Issuer to refund the Refunded Bonds (as defined in the Bond Resolution) and, subject to the conditions contained herein, the Underwriter will accept such delivery and pay the purchase price of the Bonds in Federal Funds at the office of the Paying Agent and/or the depository of the Issuer, as applicable, for the account of the Issuer. Such payment and delivery is herein called the "Closing."

7. Certain Conditions to Underwriter's Obligations. The obligations of the Underwriter hereunder shall be subject to the performance by the Issuer of its obligations to be performed hereunder, and to the following conditions:

(a) At the time of Closing, (i) the Bond Resolution shall have been adopted and shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to by the Underwriter, (ii) the Bonds may have been validated by the Chancery Court of Madison County, Mississippi, (iii) the proceeds of the sale of the Bonds shall be applied as described in the Official Statement and the Bond Resolution, and (iv) there shall have been duly adopted and there shall be in full force and effect such resolutions as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby; and

(b) At or prior to the Closing, the Underwriter shall have received each of the following:

(i) The approving opinion of Bond Counsel, dated the date of the Closing, relating to, among other things, the validity of the Bonds and the exclusion of the interest on the Bonds from gross income for federal income tax purposes under the law existing on the date of the Closing, in a form satisfactory to the Underwriter;

(ii) A supplemental opinion of Bond Counsel, dated the date of the Closing, addressed to the Issuer and the Underwriter in a form satisfactory to the Underwriter;

(iii) Certificates of the Issuer dated the date of the Closing, executed by authorized officers in a form satisfactory to the Underwriter;

(iv) The Official Statement executed on behalf of the Issuer by the duly authorized officers thereof;

(v) A specimen of the Bonds;

(vi) Certified copies of the Bond Resolution and all other resolutions of the Issuer and the Decree of Validation relating to the issuance and/or sale of the Bonds, as applicable;

(vii) A certificate of a duly authorized officer of the Issuer, satisfactory to the Underwriter, dated the date of Closing, stating that such officer is charged, either alone or with others, with the responsibility for issuing the Bonds; setting forth, in the manner required by Bond Counsel, the reasonable expectations of the Issuer as of such date as to the use of proceeds of the Bonds and of any other funds of the Issuer expected to be used to pay principal or interest on the Bonds and the facts and estimates on which such expectations are based; and stating that, to the best of the knowledge and belief of the certifying officer, the Issuer's expectations are reasonable;

(viii) A certificate of the Paying Agent, as to (a) its corporate capacity to act as such, (b) the incumbency and signatures of authorized officers, and (c) its due registration of the Bonds delivered at the Closing by an authorized officer;

(ix) A copy of the Blanket Issuer Letter of Representations of the City;

(x) An executed continuing disclosure agreement as described in Paragraph 5 (g) herein; and

(xi) Other certificates of the Issuer listed on a Closing Memorandum, including any certificates or representations required in order for Bond Counsel to deliver the opinions referred to in Paragraphs 7(b)(i) and (ii) hereof and such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel may reasonably request to evidence compliance by the Issuer with applicable legal requirements, the truth and accuracy, as of the time of Closing, of the respective representations contained herein, and the due performance or satisfaction of all agreements then to be performed and all conditions then to be satisfied by each of them at or prior to such time.

All such opinions, certificates, letters, agreements and documents will be in compliance with the provisions hereof only if they are satisfactory in form and substance to the Underwriter. The Issuer will furnish the Underwriter with such conformed copies or photocopies of such opinions, certificates, letters, agreements and documents relating to the Bonds as the Underwriter may reasonably request.

8. **Conditions to Obligations of the Issuer.** The obligations of the Issuer hereunder to deliver the Bonds shall be subject to receipt of the opinions of Bond Counsel described in Sections 7(b)(i) and (ii) hereof.

9. **Termination.** The Underwriter shall have the right to cancel their obligation to purchase the Bonds if (i) between the date hereof and the Closing, legislation shall be enacted or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or the United States Tax Court shall be rendered, or a ruling, regulation or statement by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed to be made, with respect to the federal taxation upon interest on obligations of the general character of the Bonds, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of adversely changing the federal income tax consequences of any of the transactions contemplated in connection herewith, and, in the opinion of the Underwriter, materially adversely affects the market price of the Bonds, or the market price generally of obligations of the general character of the Bonds, or (ii) there shall exist any event which in the Underwriter's judgment either (a) makes untrue or incorrect in any material respect any statement or information contained in the Official Statement or (b) is not reflected in the Official Statement but should be reflected therein in order to make the statements and information contained therein not misleading in any material respect, or (iii) there shall have occurred any outbreak of hostilities or any national or international calamity or crisis including financial crisis, or a default with respect to the debt obligations of the Issuer, or the institution of proceedings under federal or state bankruptcy laws by or against the Issuer, the effect of which on the financial markets of the United States being such as, in the reasonable judgment of the Underwriter, would make it impracticable for the Underwriter to market the Bonds or to enforce contracts for the sale of the Bonds, or (iv) there shall be in force a general suspension of trading on the New York Stock Exchange, or (v) a general banking moratorium shall have been declared by either federal, Mississippi or New York authorities, or (vi) there shall have occurred since the date of this Bond Purchase Agreement any material adverse change in the affairs of the Issuer, including any change in rating status, except for changes which the Official Statement discloses as having occurred or may occur, or (vii) legislation shall be enacted or any action shall be taken by the Securities and Exchange Commission which, in the opinion of Bond Counsel, has the effect of requiring the contemplated distribution of the Bonds to be registered under the Securities Act of 1933, as amended, or the Bond Resolution, or any other document executed in connection with the transactions contemplated hereof, to be qualified under the Trust Indenture Act of 1939, as amended, or (viii) a stop order, ruling, regulation or official statement by or on behalf of the Securities and Exchange Commission shall be issued or made to the effect that the issuance, offering or sale of the Bonds, or of obligations of the general character of the Bonds as contemplated hereby, or the offering of any other obligation which may be represented by the Bonds is in violation of any provision of the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or the Trust Indenture Act of 1939, as amended, or (ix) any state blue sky or securities commission shall have withheld registration, exemption or clearance of the offering, and in the reasonable judgment of the Underwriter, the market for the Bonds is materially affected thereby.

If the Issuer shall be unable to satisfy any of the conditions to the obligations of the Underwriter contained in this Bond Purchase Agreement and such condition is not waived by the Underwriter, or if the obligations of the Underwriter to purchase and accept delivery of the Bonds shall be terminated or canceled for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the Issuer shall be under further obligation hereunder; except that the respective obligations to pay expenses, as provided in Section 12 hereof, shall continue in full force and effect.

10. Additional Covenants. The Issuer covenants and agrees with the Underwriter as follows:

(a) The Issuer shall furnish or cause to be furnished to the Underwriter as many copies of the Official Statement as the Underwriter may reasonably request; and

(b) Before revising, amending or supplementing the Official Statement, the Issuer shall furnish a copy of the revised Official Statement or such amendment or supplement to the Underwriter. If in the opinion of the Issuer, its Bond Counsel and the Underwriter, a supplement or amendment to the Official Statement is required, the Issuer will supplement or amend the Official Statement in a form and in a manner approved by the Underwriter and Bond Counsel.

11. Survival of Representations. All representations and agreements of the Issuer and the Underwriter hereunder shall remain operative and in full force and effect, and shall survive the delivery of the Bonds and any termination of this Bond Purchase Agreement by the Underwriter pursuant to the terms hereof.

12. Payment of Expenses. If the Bonds are sold to the Underwriter by the Issuer, the Issuer shall pay, from the proceeds of the Bonds, any reasonable expenses incident to the performance of its obligations hereunder, including but not limited to: (i) the cost of the preparation and printing of the Preliminary Official Statement and the Official Statement; (ii) the cost of the preparation of book-entry Bonds; (iii) any rating agency fees; (iv) the cost of distribution of the Preliminary Official Statement and the Official Statement; (v) the fees and expenses of Bond Counsel, Issuer's Counsel, the Paying Agent, and any other experts or consultants retained by the Issuer and (vi) the cost of any Federal Funds necessary to pay the purchase price of the Bonds.

The Underwriter shall pay (a) all advertising expenses in connection with the public offering of the Bonds and (b) all other expenses incurred by the Underwriter in connection with their public offering.

13. Notices. Any notice or other communication to be given to the Issuer under this Bond Purchase Agreement may be given by delivering the same in writing at the address of the Issuer set forth above, and any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to Piper Jaffray & Co., Memphis, Tennessee.

14. Parties. This Bond Purchase Agreement is made solely for the benefit of the Issuer and the Underwriter (including the successors or assigns of either) and no other person shall acquire or have any right hereunder or by virtue hereof.

15. **Governing Law.** This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

[The remainder of this page is intentionally left blank.]

16. **General.** This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which will constitute one and the same instrument. The section headings of this Bond Purchase Agreement are for convenience of reference only and shall not affect its interpretation. This Bond Purchase Agreement shall become effective upon your acceptance hereof.

Very truly yours,

**PIPER JAFFRAY & CO.
MEMPHIS, TENNESSEE**

Accepted and agreed to as of
the date first above written:

CITY OF RIDGELAND, MISSISSIPPI

By: _____
Mayor

ATTEST:

By: _____
City Clerk

(SEAL)

SCHEDULE I
To Bond Purchase Agreement
Dated: _____, 2014

PURCHASE PRICE	
Par Amount of Bonds	\$____,000.00
Plus: Net Original Issue Premium	
Less: Underwriter's Discount	0
Total Purchase Price	\$

SCHEDULE II
To Bond Purchase Agreement
Dated: _____, 2014

MATURITY SCHEDULE				
MATURITY (AUGUST 1)	PRINCIPAL AMOUNT DUE	INTEREST RATE	REOFFERING YIELD	PRICE
2015				
2016	\$,000	.000%	%	%
2017	,000	.000		
2018	,000	.000		
2019	,000	.000		
2020	,000	.000		
2021	,000	.000		
2022	,000	.000		
2023	,000	.000		
2024	,000	.000		
2025	,000	.000		
2026	,000	.000		
2027				

* Yield based on a price to call date of August 1, 20__.

The Bonds maturing on August 1, 20__ and thereafter, are subject to redemption prior to their stated dates of maturity at par, plus accrued interest to the date of redemption, either in whole or in part on any date on or after August 1, 20__.

ESCROW AGREEMENT

This **ESCROW AGREEMENT** (the "Escrow Agreement") is dated _____, 2014, by and between the City of Ridgeland, Mississippi (the "City" or the "Issuer"), and The Peoples Bank, Biloxi, Mississippi, as Escrow Agent (the "Escrow Agent").

WITNESSETH:

WHEREAS, the City has heretofore issued its \$9,200,000 General Obligation Public Improvement Bonds, Series 2007A, dated August 1, 2007 (the "2007A Bonds"); and

WHEREAS, the City has heretofore issued its \$10,165,000 General Obligation Public Improvement Bonds, Series 2007B, dated August 1, 2007 (the "2007B Bonds"); and

WHEREAS, the Issuer desires to refund a portion of the 2007A Bonds maturing in the years 20__ through 20__ both inclusive (the "Refunded 2007A Bonds"); and

WHEREAS, the Issuer desires to refund a portion of the 2007B Bonds maturing in the years 20__ through 20__ both inclusive (the "Refunded 2007B Bonds" and together with the Refunded 2007A Bonds, the "Refunded Bonds"); and

WHEREAS, the Issuer desires to optionally redeem the 2007A Bonds maturing in the years 20__ through 20__, both inclusive (the "Callable 2007A Bonds") on August 1, 2017; and

WHEREAS, the Issuer desires to optionally redeem the 2007B Bonds maturing in the years 20__ through 20__, both inclusive (the "Callable 2007B Bonds" and together with the Callable 2007A Bonds, the "Callable Bonds") on August 1, 2017; and

WHEREAS, Sections 31-27-1 et seq., of the Mississippi Code of 1972, as amended (the "Act"), authorizes the Issuer to issue general obligation refunding bonds in accordance with the terms of the Act, to provide funds to refund the Refunded Bonds; and

WHEREAS, the Issuer has adopted a resolution on October 7, 2014 (the "Bond Resolution") authorizing the issuance of General Obligation Public Improvement Refunding Bonds, Series 2014, dated _____, 2014, in the aggregate principal amount of \$_____,000 (the "Bonds") for the purpose of (a) advance refunding the Refunded Bonds; and (b) paying the costs of issuance for the Bonds; and

WHEREAS, the Issuer has determined to advance refund the Refunded Bonds with a portion of the proceeds of the Bonds, and other money lawfully available for such purpose, which refunding will result in present value debt service savings to the Issuer; and

WHEREAS, the Issuer has further determined to effectuate the advance refunding of the Refunded Bonds pursuant to this Escrow Agreement, under which provision is made for the safekeeping, investment, reinvestment, administration and disposition of proceeds of the Bonds and such other money made available in connection with such refunding so as to provide firm banking and financial arrangements for the discharge and final payment of the Refunded Bonds; and

WHEREAS, the City has determined to deposit with the Escrow Agent sufficient funds to purchase United States Treasury Securities - State and Local Government Series listed in **EXHIBIT A** hereto (the "Escrowed Securities"). The Escrowed Securities to be so deposited may not be redeemed at the option of the Issuer or any person other than the holder thereof and will mature in principal amounts and bear interest at such times so that sufficient monies will be available from such maturing principal and interest payments to pay, as the same either mature or become due, all principal of and interest on, the Refunded Bonds; and

WHEREAS, the Issuer has authorized the Escrow Agent to pay certain costs of issuance in the amount of \$_____ (the "2014 Cost of Issuance Funds") for deposit in the 2014 Cost of Issuance Fund (the "2014 Cost of Issuance Fund") for the Bonds to be held by the Escrow Agent under the Escrow Agreement.

NOW THEREFORE, in consideration of the mutual undertakings, promises and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the full and timely payment of the principal of and the interest on the Refunded Bonds, the Issuer and the Escrow Agent contract and agree as follows:

SECTION 1. There is hereby created and established with the Escrow Agent a special and irrevocable escrow fund designated the City of Ridgeland, Mississippi General Obligation Public Improvement Bonds, Series 2007A Escrow Fund (the "Escrow 2007A Fund"), to be held in the custody of the Escrow Agent under this Escrow Agreement separate and apart from other funds of the City or the Escrow Agent for the funds deposited with the Escrow Agent for the refunding of the Refunded 2007A Bonds.

SECTION 2. There is hereby created and established with the Escrow Agent a special and irrevocable escrow fund designated the City of Ridgeland, Mississippi General Obligation Public Improvement Bonds, Series 2007B Escrow Fund (the "Escrow 2007B Fund"), to be held in the custody of the Escrow Agent under this Escrow Agreement separate and apart from other funds of the City or the Escrow Agent for the funds deposited with the Escrow Agent for the refunding of the Refunded 2007B Bonds.

SECTION 3. Upon the initial delivery of the Bonds, a portion of the net sale proceeds of the Bonds in the amount of \$_____ shall be paid to the Escrow Agent for deposit in the 2014 Cost of Issuance Fund. The 2014 Costs of Issuance Funds shall be used to pay costs of issuance on the Bonds.

The aforementioned amounts deposited into the 2014 Costs of Issuance Fund will be provided to the Escrow Agent in immediately available funds.

SECTION 4. Upon the initial delivery of the Bonds, a portion of the net sale proceeds of the Bonds in the amount of \$_____ shall be paid to the Escrow Agent for deposit in the Escrow 2007A Fund (the "Escrow 2007A Requirement"). Upon receipt of the Escrow 2007A Requirement, the Escrow Agent shall invest such moneys in accordance with this Escrow Agreement and such moneys, together with the investment earnings, shall be used to advance

refund the Refunded 2007A Bonds and optionally redeem the outstanding Callable 2007A Bonds on August 1, 2017, at a redemption price of par.

SECTION 5. Upon the initial delivery of the Bonds, a portion of the net sale proceeds of the Bonds in the amount of \$_____ shall be paid to the Escrow Agent for deposit in the Escrow 2007B Fund (the "Escrow 2007B Requirement"). Upon receipt of the Escrow 2007B Requirement, the Escrow Agent shall invest such moneys in accordance with this Escrow Agreement and such moneys, together with the investment earnings, shall be used to advance refund the Refunded 2007B Bonds and optionally redeem the outstanding Callable 2007B Bonds on August 1, 2017, at a redemption price of par.

SECTION 6. The amounts referenced in Section 3 above and deposited in the Escrow Fund shall be held uninvested in the Escrow Fund, until expended as provided in Section 6 below.

A portion of the proceeds of the Bonds in the amount of \$_____ representing the 2014 Costs of Issuance Funds will be used by the Escrow Agent to pay invoices submitted to the Escrow Agent for and on behalf of the City regarding costs of issuance for the Bonds. Any portion of the 2014 Costs of Issuance Funds remitted to the Escrow Agent for the payment of the costs of issuance for the Bonds and not used to pay costs of issuance within thirty (30) days of the closing of the Bonds shall be transferred to the City for deposit in the 2014 Bond Fund and used as permitted under State law. The 2014 Costs of Issuance Funds will remain uninvested until used to pay costs of issuance or remitted to the City under the provisions herein provided. The 2014 Costs of Issuance shall be segregated from other moneys and held in a separate account to be used for the payment of costs of issuance expenses as authorized by the City in the Bond Resolution.

SECTION 7. The Escrow Agent is hereby irrevocably instructed to convey sufficient funds for the Refunded 2007A Bonds to The Peoples Bank, Biloxi, Mississippi (acting as the "2007A Paying Agent"), (i) for the payment of the accrued interest due on the Refunded 2007A Bonds on ____, 20____, through and including August 1, 2017 and (ii) to pay the principal amount due representing the redemption price of the Callable 2007A Bonds due on August 1, 2017, at par.

SECTION 8. The Issuer represents that the receipt of the principal of and interest on the 2007A Escrowed Securities in the Escrow 2007A Fund will assure that the amount on deposit in the Escrow 2007A Fund will be sufficient to provide money for the payment of (a) the interest due for the Refunded 2007A Bonds on ____, 20____, through and including August 1, 2017 and (b) the redemption price of the Callable 2007A Bonds on August 1, 2017, at par. If for any reason there is a deficiency in the amounts on deposit in the Escrow 2007A Fund, the Escrow Agent shall promptly notify the Issuer and the Issuer shall forthwith provide the Escrow Agent with cash and securities sufficient to make such payments.

SECTION 9. The Escrow Agent at all times shall hold the 2007A Escrowed Securities and all other assets of the Escrow 2007A Fund wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall never allow the 2007A Escrowed Securities or any other assets of the Escrow 2007A Fund to be commingled with any other funds or securities; and it shall hold and dispose of the assets of the Escrow 2007A Fund only as set forth

herein. 2007A Escrowed Securities and other assets held in the Escrow 2007A Fund shall always be maintained by the Escrow Agent for the benefit of the holders of the Refunded 2007A Bonds. The holders of the respective Refunded 2007A Bonds shall be entitled to the same preferred claim and first lien upon the 2007A Escrowed Securities in the Escrow 2007A Fund, the proceeds thereof and all other assets of the Escrow 2007A Fund as are enjoyed by other beneficiaries of similar accounts. The amounts received by the Escrow Agent under this Escrow Agreement shall not be considered as a banking deposit by the Issuer, and the Escrow Agent shall have no right or title with respect thereto except as Escrow Agent under the terms hereof. The amounts received by the Escrow Agent hereunder shall not be subject to warrants, drafts or checks drawn by the Issuer.

SECTION 10. The Escrow Agent is hereby irrevocably instructed to convey sufficient funds for the Refunded 2007B Bonds to The Peoples Bank, Biloxi, Mississippi (acting as the "2007B Paying Agent"), (i) for the payment of the accrued interest due on the Refunded 2007B Bonds on ____, 20__, through and including August 1, 2017 and (ii) to pay the principal amount due representing the redemption price of the Callable 2007B Bonds due on August 1, 2017, at par.

SECTION 11. The Issuer represents that the receipt of the principal of and interest on the 2007B Escrowed Securities in the Escrow 2007B Fund will assure that the amount on deposit in the Escrow 2007B Fund will be sufficient to provide money for the payment of (a) the interest due for the Refunded 2007B Bonds on ____, 20__, through and including August 1, 2017 and (b) the redemption price of the Callable 2007B Bonds on August 1, 2017, at par. If for any reason there is a deficiency in the amounts on deposit in the Escrow 2007B Fund, the Escrow Agent shall promptly notify the Issuer and the Issuer shall forthwith provide the Escrow Agent with cash and securities sufficient to make such payments.

SECTION 12. . The Escrow Agent at all times shall hold the 2007B Escrowed Securities and all other assets of the Escrow 2007B Fund wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall never allow the 2007B Escrowed Securities or any other assets of the Escrow 2007B Fund to be commingled with any other funds or securities; and it shall hold and dispose of the assets of the Escrow 2007B Fund only as set forth herein. 2007B Escrowed Securities and other assets held in the Escrow 2007B Fund shall always be maintained by the Escrow Agent for the benefit of the holders of the Refunded 2007B Bonds. The holders of the respective Refunded 2007B Bonds shall be entitled to the same preferred claim and first lien upon the 2007B Escrowed Securities in the Escrow 2007B Fund, the proceeds thereof and all other assets of the Escrow 2007B Fund as are enjoyed by other beneficiaries of similar accounts. The amounts received by the Escrow Agent under this Escrow Agreement shall not be considered as a banking deposit by the Issuer, and the Escrow Agent shall have no right or title with respect thereto except as Escrow Agent under the terms hereof. The amounts received by the Escrow Agent hereunder shall not be subject to warrants, drafts or checks drawn by the Issuer.

SECTION 13. Cash balances from time to time on deposit in the Escrow 2007A Fund or the Escrow 2007B Fund, to the extent not insured by the Federal Deposit Insurance Corporation or its successor, shall be continuously secured by a pledge of direct obligations of, or obligations

unconditionally guaranteed by, the United States of America, having a market value at least equal to such cash balances.

SECTION 14. The escrow created hereby shall be irrevocable. The holders of the respective Refunded 2007A Bonds and Refunded 2007B Bonds shall have an express lien on all principal amount of and interest income on the 2007A Escrowed Securities and 2007B Escrowed Securities, respectively, and any other funds deposited in the Escrow 2007A Fund and 2007B Fund until used and applied in accordance with this Escrow Agreement. The matured principal of and interest income from the 2007A Escrowed Securities and 2007B Escrowed Securities, respectively shall be applied solely as provided in this Escrow Agreement.

SECTION 15. The Escrow Agent shall not be liable for any loss resulting from any investment made pursuant to this Escrow Agreement in compliance with the provisions hereof.

(a) In the event of the Escrow Agent's failure to account for any of the 2007A Escrowed Securities, or monies received by it, said 2007A Escrowed Securities or monies shall be and remain the property of the City in trust for the holders of the respective Refunded 2007A Bonds, as herein provided, and if for any reason such 2007A Escrowed Securities or monies are not transferred to the 2007A Paying Agent as provided herein, the assets of the Escrow Agent shall be impressed with a trust for the amount thereof until the required transfer shall be made.

(b) In the event of the Escrow Agent's failure to account for any of the 2007B Escrowed Securities, or monies received by it, said 2007B Escrowed Securities or monies shall be and remain the property of the City in trust for the holders of the respective Refunded 2007B Bonds, as herein provided, and if for any reason such 2007B Escrowed Securities or monies are not transferred to the 2007B Paying Agent as provided herein, the assets of the Escrow Agent shall be impressed with a trust for the amount thereof until the required transfer shall be made

SECTION 16. This Escrow Agreement shall terminate when all transactions required to be made by the Escrow Agent under the provisions hereof shall have been made. Any monies remaining in any of the Escrow 2007A Fund and Escrow 2007B Fund, respectively, at the time of such termination shall be released to the City. The 2014 Costs of Issuance Funds shall be disbursed as provided herein

SECTION 17. The Escrow Agent shall not be liable for the accuracy of the calculations as to the sufficiency of the 2007A Escrowed Securities and 2007B Escrowed Securities and other monies available for such purpose to pay the Refunded Bonds. So long as the Escrow Agent applies the 2007A Escrowed Securities and 2007B Escrowed Securities and monies as provided therein, and complies fully with the terms of this Escrow Agreement, the Escrow Agent shall not be liable for any deficiencies in the amounts necessary to pay the Refunded Bonds caused by such calculations.

As compensation for the services to be rendered hereunder, the Escrow Agent shall be paid a one-time fee of \$_____ for the administration of this Escrow Agreement.

SECTION 18. If any one or more of the covenants or agreements provided in this Escrow Agreement by or on behalf of the City or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or

agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Escrow Agreement.

SECTION 19. All the covenants, promises and agreements contained in this Escrow Agreement by or on behalf of the City or by or on behalf of the Escrow Agent shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

SECTION 20. This Escrow Agreement shall be governed by the applicable law of the State of Mississippi.

SECTION 21. This Escrow Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

[The remainder of this page is left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have each caused this Escrow Agreement to be executed by their duly authorized officers or elected officials and the City has caused its seal to be hereunder affixed and attested as of the date first above written.

CITY OF RIDGELAND, MISSISSIPPI

(SEAL)

By: _____
Mayor

Attest:

By: _____
City Clerk

THE PEOPLES BANK
as Escrow Agent

By: _____
Trust Officer

Signature page to Escrow Agreement regarding the City of Ridgeland General Obligation Public Improvement Refunding Bonds, Series 2014, dated _____, 2014

Jones Walker L.L.P.

IBERIA BANK
TRUST ACCOUNT
CLIENT: 68881
MATTER: 139185-00

CHECK NO: 804230
CHECK DATE: 09/30/2014

DESCRIPTION	AMOUNT
SETTLEMENT	\$25,000.00

WARNING – THIS CHECK IS PROTECTED BY SPECIAL SECURITY GUARD PROGRAM™ FEATURES

IBERIA BANK
TRUST ACCOUNT

PAY Twenty Five Thousand DOLLARS and no cents

TO THE ORDER OF:

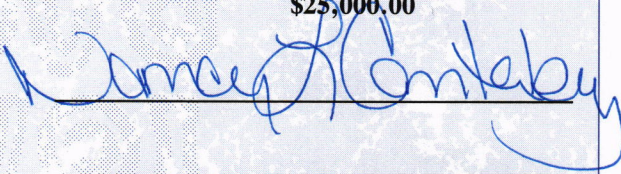
CITY OF RIDGELAND

Jones Walker L.L.P.
ATTORNEYS AT LAW

CHECK NO: 804230
DATE: 09/30/2014

84-7041/2652

\$25,000.00



HEAT SENSITIVE
RUB AREA TO VERIFY

THIS CHECK CONTAINS MULTIPLE SECURITY FEATURES – SEE BACK FOR DETAILS

3570 B3
PATENTS 5,197,265; 5,340,159

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SETTLEMENT AGREEMENT AND ABSOLUTE RELEASE

This Settlement Agreement and Absolute Release ("Agreement") is entered into on this the 2nd day of September, 2014, by and between LR Company, LLC ("Company"), a dissolved Mississippi limited liability company, and the City of Ridgeland, Mississippi ("City") (Company and the City being collectively identified as "Parties").

RECITALS

WHEREAS, on or about December 30, 2005, the City and the Company entered into a Tax Increment Payment Agreement ("TIPA"); and

WHEREAS, the City, on June 27, 2013, filed suit against the Company in the action styled *City of Ridgeland, Mississippi v. LR Company, LLC*, No. CI-2013-0213-JE, Circuit Court of Madison, Mississippi ("Lawsuit").

WHEREAS, the Lawsuit alleged that the Company breached the TIPA by failing to pay the City amounts it demanded as due and that the City was entitled to judgment for a sum certain; and

WHEREAS, the Company has been voluntarily dissolved as of May 4, 2014, and its former manager is acting in the name of, and for and on behalf of, the Company to wind-up the Company's affairs; and

WHEREAS, the Parties agree that the Company has paid \$517,871.07 in previous years for shortfalls, that the projections made were not accurate, that the County Tax Assessor failed to assess according to the original certificate presented to the City and that the Parties are desirous of terminating the litigation; and

WHEREAS, the City has full and plenary power and legal authority to enter into this Agreement pursuant to Miss. Code Ann. §§ 21-17-1 et seq. and other pertinent legal authority; and

WHEREAS, both the City and the Company have been advised by their respective representatives involved in these negotiations that it is their opinion and recommendation that a settlement and absolute release would be in the best interest of the City and the Company and would be in the public interest; and

WHEREAS, the Mayor and the Board of Aldermen ("Board") of the City are of the opinion and so find that entering into this Agreement is in the public interest.

TERMS OF THE AGREEMENT

NOW, THEREFORE, based upon the foregoing recitals, in consideration of the mutual terms, covenants, and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. The Company or its former manager acting in the name of, or for or on behalf of, the Company shall pay, or cause to be paid, to the City the sum of twenty-five thousand dollars (\$25,000.00) with respect to the matters and things described herein. Upon execution of this Agreement and the payment of said sum, the City agrees to voluntarily dismiss with prejudice the Lawsuit filed against the Company and styled City of Ridgeland, Mississippi v. LR Company, LLC, No. CI-2013-0213-JE, Circuit Court of Madison, Mississippi.

2. Effective upon the execution of this Agreement, the City does hereby release and forever discharge the Company, its Officers, Directors, Managers, Members, Employees, Attorneys, Agents, Parents, Subsidiaries, Affiliates, Representatives, Insurers, Sureties, Divisions, Successors, and Assigns (and any other persons or entities who could possibly be responsible for any sums or payments related to the Lawsuit, the TIPA, and/or as recited above) of and from any and all claims, demands, liens, damages, debts, liabilities, obligations, actions or causes of action of any kind and nature whatsoever, whether known, unknown, suspected or unsuspected, arising from or related to the TIPA and/or related to the allegations of the Lawsuit or as recited above.

3. This Agreement shall be construed liberally to effectuate the purpose and intent of the Parties that all disputes, claims, and controversies, existing between them or related to the TIPA and/or related to the allegations of the Lawsuit or as recited above be fully, finally, and forever settled and released hereby.

4. The City and the Company covenant not to institute, participate in, or prosecute any legal action, suit, arbitration, regulatory complaint, adversary proceedings, or other claims or proceeding with respect to the matters released herein, except to the extent necessary to enforce the terms and provisions of this Agreement.

5. Should it develop that there are any mistakes or admissions in this instrument which cause any terms of this Agreement to be defective or less than complete, the City agrees to execute, if called upon to do so, all instruments and do all things reasonably necessary to effectuate a full, final and complete release of the Company.

6. The City is vested with full legal authority to execute and implement this Agreement; it has not assigned, pledged, or otherwise sold or transferred in any manner whatsoever any right, title, interest, or claim which it has or may have by reason of the actions referred to above; no persons or entities other than the City has any claim, lien, subrogation right, or other interest in the subject matter covered by this Agreement. The City further represents and warrants that it has relied solely upon the advice of its own counsel regarding the legal implications of this Agreement.

7. This Agreement shall not in any way be construed as an admission by the Company of any wrongful act or omission. The Parties acknowledge that the Company denies any liability and acknowledges that payment under this Agreement has been made solely for the purposes of terminating any additional expense and/or delay.

8. This Agreement contains the entire agreement between the Parties and may not be changed or terminated orally, but only by a written instrument executed by the Parties after the

date of this Agreement. It is expressly acknowledged and recognized by the Parties that there are no oral or written collateral agreements between Parties other than such agreements as may be contained or referenced herein.

9. Notwithstanding anything in the Agreement to the contrary, and except as otherwise provided in this paragraph, each of the Parties shall be responsible for paying its own attorneys' fees and costs.

10. In order to induce each other to enter into this Agreement, the Parties each covenant, agree, represent and warrant the following:

a. The Parties enter into this Agreement freely, voluntarily, and of their own volition, and without any economic duress or undue influence from or on the part of the other, or otherwise.

b. The Parties enter into this Agreement based upon their own knowledge of the facts and circumstances, and not upon any representations made by the other, or by counsel for the other, which are not contained in this written Agreement.

c. This Agreement constitutes the entire agreement among the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, among the Parties with respect to the subject matter hereof.

d. This Agreement shall be binding on and inure to the benefit of the Parties and the Parties' predecessors, successors, parents, subsidiaries, affiliates, shareholders, officers, employees, agents, attorneys, and assigns upon execution.

e. All agreements hereunder are severable, and in the event any of them shall be held to be invalid, this Agreement shall be interpreted as if such invalid agreement were not contained herein.

The execution of this Agreement for and on behalf of the City has been authorized by Mayor of the City and by a duly adopted Order of the Board of Aldermen of the City ("Board"), such Order being spread upon the minutes of the meeting of the Board held on the 2nd day of September, 2014, and adopted and approved by a majority of the Board at the next meeting of the Board held on the 16 day of Sept, 2014.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement is executed as of the 3rd day of September, 2014.

CITY OF RIDGELAND, MISSISSIPPI

By: [Signature]
Gene F. McGee, Mayor of the City of Ridgeland, Mississippi

Printed Name: GENE F. MCGEE
Title: Mayor of the City of Ridgeland, Mississippi

ATTEST:

By: [Signature]
Paula W. Tierce, City Clerk of the City of Ridgeland, Mississippi

Printed Name: PAULA W. TIERCE
Title: City Clerk of the City of Ridgeland, Mississippi



LR COMPANY, LLC,
a dissolved Mississippi limited liability company

By: Mattiace Properties, Inc.,
a Mississippi corporation
Its: Winding-up Member

By: [Signature]
Its: [Signature]

[Signature Page to the Settlement Agreement and Absolute Release between LR Company, LLC and the City of Ridgeland, Mississippi]

SYNOPSIS OF FISCAL YEAR 2015 APPROVED BUDGET

Submitted By: Gene F. McGee

September 24, 2014

GENERAL FUND:

Anticipated revenue for Fiscal Year 2015 is \$21,823,071 and estimated expenditures are \$22,828,463. Sales Tax Revenue is projected using 2% of the actual amount received in Fiscal Year 2013. Expenditures exceed the revenue by \$1,005,392. The proposed Fiscal Year 2015 Ending Balance is projected to be \$36,199.515, which is 58.57% and above the 45% rule set previously by the Mayor and Board of Aldermen. It should be noted that the proposed Fiscal Year 2015 Ending Balance will increase as well as the fund balance percentage when the unspent funds are returned. To date, it is anticipated that the return to the General Fund for Fiscal Year 2014 is approximately \$899,293.39, which will increase the Fiscal Year 2015 fund balance to 62%. It should be noted that departments can continue to spend funds from the Fiscal Year 2014 budget until September 30, 2014; however, all claims must be paid on the October 7, 2014 claims docket. An unaudited return of funds from the Fiscal Year 2014 budget will be provided as information on the October 21, 2014 agenda packet.

Included in the approved Fiscal Year 2015 Budget is the following:

- The City of Ridgeland will continue providing all full-time employees with retirement through the Public Employees' Retirement System, health insurance, dental insurance, and long-term disability insurance. All insurance premiums for full-time employees are paid by the City of Ridgeland. Full-time employees can elect to cover their dependents with premiums being paid through payroll deductions. The City of Ridgeland will also continue providing a pre-tax premium cafeteria plan as well as the pre-taxed unreimbursed medical and childcare programs, all of which is administered by Southern Administrators.
- A 1% Cost of Living Adjustment for all full-time employees effective October 1, 2014, which includes the Mayor, Board of Aldermen, Municipal Court Judges, Prosecutor, and Public Defender. It should be noted that I have elected not to receive the 1% Cost of Living Adjustment and that my salary will remain at \$91,998.40. The Board of Aldermen's annual salary will increase from \$18,205.56 TO \$18,387.62.
- A 2.5% Performance Increase for all full-time employees on their scheduled performance review date.
- An additional 1.5% Cost of Living Increase effective April 1, 2014 provided the \$1,000,000 due from Madison County for the widening of Lake Harbour Drive is received. It should be noted that the 1.5% Cost of Living Increase will not be awarded without Board of Aldermen approval, which will be presented as an item for action on the March 17, 2015 agenda.
- The funding of the Fire Inspector position with a base salary of \$50,000 plus fringe benefits and required employer matches.
- The approved capital purchases for Fiscal Year 2015 total \$2,255,298. Attached is a list of all approved capital purchases. The amount being funded out of the General Fund total \$1,678,698. The \$200,000 for the Old Agency Ditch Stabilization is being funded from the 2011 \$5.7 Bond Issue. A total of \$176,600 will be funded from the Court Service Fee Fund.

- The Fiscal Year 2015 approved budget includes the acceptance of ¼ (\$163,938.07) of the debt paid on behalf of the County Line Tax Increment Financing Bonds. As recommended, the City of Ridgeland will accept the remaining ¾ of the debt over the next three fiscal years. It should also be noted that the estimated shortage for the County Line Tax Increment Financing Bonds for Fiscal Year 2015 is budgeted to be paid from the General Fund Balance.

COURT SERVICE FEES – SPECIAL REVENUE FUND COMBINED WITH GENERAL FUND

The beginning unaudited cash balance of this fund is \$179,482. Anticipated revenues for Fiscal Year 2015 is \$377,699 and estimated expenditures are \$496,172. The projected cash ending balance is \$60,910. A total of \$176,600 will be spent on capital purchases, which are included in the enclosed list of approved capital purchases. This fund pays the personnel expenses incurred for one Lieutenant and three Warrant Officers.

ROAD AND BRIDGE TAX FUND – SPECIAL REVENUE FUND COMBINED WITH GENERAL FUND

The beginning unaudited cash balance of this fund is \$190,976. The anticipated revenue for Fiscal Year 2015 is \$770,000. A total of 960,976 will be transferred to the General Fund as anticipated revenue. This fund will have a \$0 ending cash balance unless the amount received for Road and Bridge Tax exceeds the estimated \$770,000.

FORFEITURE & SEIZURE FUND – SPECIAL REVENUE FUND COMBINED WITH GENERAL FUND

The beginning unaudited cash balance of this fund is \$44,200. This fund does not contain any anticipated revenue for Fiscal Year 2015; therefore, the ending cash balance will remain \$44,200 unless expenditures are requested by the Police Chief and approved by the Board.

AVERY BLVD SPECIAL ASSESSMENT BONDS

This fund has a \$0 ending balance for Fiscal Year 2014. The anticipated revenue for Fiscal Year 2015 is \$47,397 and the estimated expenditures are \$45,150. The projected ending cash balance for Fiscal Year 2015 is \$2,247. The total outstanding assessment remaining as of 9/30/2014 is \$140,992.92, which is to be collected over the next three years.

GENERAL OBLIGATION BOND FUND

This fund has an unaudited ending balance of -\$322,769 for Fiscal Year 2014. The anticipated revenue for Fiscal Year 2015 is \$3,473,770 and the expenditures are \$2,854,851. The projected ending cash balance for Fiscal Year 2015 is \$296,150. The total outstanding debt as of 9/30/2014 for this fund is \$26,038,467 for Governmental Bonds, \$2,082,609 for the County Line TIF, \$30,545,000 for the Colony Park TIF, and \$14,848,124 for PURF, being a total of \$73,514,200.

COUNTY LINE TAX INCREMENT FINANCING BONDS

The anticipated revenue for this fund for Fiscal Year 2015 is \$680,659, which includes a transfer of \$186,071 from the General Fund for the estimated shortage that will be paid by the City of Ridgeland. The debt service for this fund for Fiscal Year 2015 is \$680,659. Any settlement funds received from the

pending litigation will be applied to the amount that the City of Ridgeland will need to accept over the next three fiscal years, which is \$491,814.19 as of 9/30/2015.

COLONY PARK TAX INCREMENT FINANCING BONDS

The anticipated revenue for this fund for Fiscal Year 2015 is \$2,840,064. The debt service for this fund for Fiscal Year 2015 is \$2,839,397. This fund will have an anticipated ending cash balance of \$677 as of 9/30/2014. This fund is performing as projected and no additional funding is needed from the General Fund to pay the debt service.

2011 \$5.7 MILLION BOND ISSUE

The unaudited ending cash balance for Fiscal Year 2014 is \$643,374. The anticipated revenue is \$30,000. The estimated ending cash balance for Fiscal Year 2015 is \$17,119. A total amount of \$125,000 will be used for the Colony Park PID. The following amounts will be transferred to the following project funds:

- \$27,080 – Jackson Street Multi-Path
- \$79,052 – Pear Orchard/Rice Road Sign
- \$186,909 – Lake Harbour Drive Widening
- \$38,214 – Craft Center Parking
- \$200,000 – Old Agency Ditch Stabilization

PEAR ORCHARD/RICE ROAD SIGNAL – CAPITAL PROJECT FUND

This fund began and ending with a cash balance of -\$79,052 for Fiscal Year 2014. A transfer of \$79,052 from the 2011 \$5.7M Bond Issue was approved in the Fiscal Year 2015 budget, which will close this fund.

JACKSON STREET MULTI-PATH – CAPITAL PROJECT FUND

This fund has an unaudited beginning balance of \$32,476. The anticipated revenue from federal/state grants is \$222,440. The projected expenditures are \$281,996. The approved Fiscal Year 2015 budget included a \$27,080 transfer from the 2011 \$5.7M Bond Issue. The ending cash balance for this fund for Fiscal Year 2015 is \$0.

CRAFT CENTER PARKING LOT – CAPITAL PROJECT FUND

This fund has an unaudited beginning balance of \$13,974. The anticipated revenue from federal/state grants is \$119,104. The projected expenditures are \$171,292. The approved Fiscal Year 2015 budget included a \$38,214 transfer from the 2011 \$5.7M Bond Issue. The ending cash balance for this fund for Fiscal Year 2015 is \$0.

2014 \$5.1 MILLION BOND ISSUE

\$5,100,000 of the approved \$17,000,000 limit was issued during Fiscal Year 2014. The bond issuance cost was \$125,000, leaving a cash ending balance of \$4,975,000 for Fiscal Year 2014. A total amount of \$4,970,142 will be transferred to project funds during Fiscal Year 2015, leaving an ending cash balance of \$4,858 for Fiscal Year 2015. A total amount of \$11.9 Million can be issued in the future.

CITY CENTER PROJECT – PROJECT FUND

On October 1, 2014, \$1,258,500 will be transferred from the 2014 \$5.1M Bond Issue and this fund will have a \$0 ending cash balance as of 9/30/2015.

COLONY PARK BOULEVARD – PROJECT FUND

This fund had a fund balance of -\$211,642 as of 9/30/2014. A total of \$3,711,642 will be transferred from the 2014 \$5.1M Bond Issue on October 1, 2014. The expenditures are estimated to be \$3,500,000, leaving a cash balance of \$0 on 9/30/2015.

LAKE HARBOUR DRIVE EXTENSION – PROJECT FUND

This fund has an ending Fiscal Year 2014 cash balance in the amount of -\$33,322. A total of \$8,882,030 is expected during Fiscal Year 2015 from federal/state grants during Fiscal Year 2015. The estimated expenditures for Fiscal Year 2015 are \$10,853,682, leaving an ending cash balance of -\$2,004,974.

HIGHLAND COLONY PARKWAY REHAB – PROJECT FUND

The City of Ridgeland anticipates receiving \$215,000 from federal/state grants during Fiscal Year 2015. The total cost of the project is estimated to be \$475,000, which leaves of shortage of funding in the amount of \$260,000. This project file has been activated; however the match of \$260,000 will not be budgeted until Fiscal Year 2016.

PUBLIC UTILITY FUND – ENTERPRISE FUND

The estimated ending fund balance for Fiscal Year 2014 is \$3,118,075. The anticipated revenue for Fiscal Year 2015 is \$6,173,000 and the estimated expenditures are \$6,210,180. The ending cash balance for Fiscal Year 2015 is projected to be \$3,080,895. No rate increase in addition to the 2% annual scheduled rate increase on February 1 of each year. There are no capital projects being funded from the Public Utility Fund during Fiscal Year 2015. A transfer of \$100,000 from the Water Hook-Up Fees and \$100,000 from the Sewer Hook-Up Fees were authorized to fund system maintenance. This fund will need to be modified upon receipt of the budget from the City of Jackson. The sewer treatment fees and a capital project prorate share owed to the City of Jackson is expected to increase approximately \$200,000.

SAMUELS LANE WATER WELL – CAPITAL PROJECT

A total of \$295,760 is expected from federal/state grants during Fiscal Year 2015 and loan proceeds in the amount of \$1,028,755. The beginning cash balance for Fiscal Year 2015 is -\$2,475. The project is estimated to cost \$1,321,950, leaving a \$0 cash balance on 9/30/2015.

SANITATION FUND – ENTERPRISE FUND

During Fiscal Year 2014, this fund was combined with the General Fund. It was recommended and approved to discontinue combining this fund with the General Fund and convert the fund to an Enterprise Fund. This fund ended Fiscal Year 2014 with an ending balance of -\$420,151. As explained during the budget planning sessions, this deficit has been carrying over since the 90's. A rate increase for solid waste disposal in addition to the rate increase due to the new contract beginning October 1, 2015 should eliminate the deficit over a period of six years. The estimated ending balance for Fiscal Year 2015 is -\$229,001. As explained during the budget sessions, the reduction in the deficit during Fiscal Year 2015 is misleading due to the cost and inflation provisions contained in the approved contract with Waste Management.

WATER HOOKUP FEES – ENTERPRISE FUND

The unaudited Fiscal Year Ending balance is \$1,052,732. The estimated revenue for Fiscal Year 2015 is \$82,500. The only expenditure approved in this fund for Fiscal Year 2015 is the transfer of \$100,000 to the Public Utility Fund for system maintenance. The ending Fiscal Year 2015 cash balance is projected to be \$1,035,232.

SEWER HOOKUP FEES – ENTERPRISE FUND

The unaudited Fiscal Year Ending balance is \$713,283. The estimated revenue for Fiscal Year 2015 is \$30,000. The only expenditure approved in this fund for Fiscal Year 2015 is the transfer of \$100,000 to the Public Utility Fund for system maintenance. The ending Fiscal Year 2015 cash balance is projected to be \$643,283.

FIRE SERVICE FEES – ENTERPRISE FUND

The unaudited Fiscal Year 2014 Ending balance is -\$369,506. The estimated revenue for Fiscal Year 2015 is \$385,500. The only expenditure approved in this fund for Fiscal Year 2015 is the debt service of \$173,199. The ending Fiscal Year 2015 cash balance is projected to be -\$157,125.

EAST MADISON COUNTY REGIONAL SEWER – ENTERPRISE FUND

The unaudited Fiscal Year 2014 balance is -\$157,897. The estimated revenue for Fiscal Year 2015 \$2,610,478 and the projected expenditures are \$2,428,589. The ending fund balance on 9/30/2015 is projected to be \$23,992. It should be noted that the City of Madison owes this fund \$542,627, which is scheduled to be paid over the next three years, for system repairs. This fund will need to be modified upon receipt of the budget from the City of Jackson. The sewer treatment fees and a capital project prorated share owed to the City of Jackson is expected to increase approximately \$200,000.



DATE: OCTOBER 2, 2014

TO: MAYOR & BOARD OF ALDERMEN

FROM: PAULA TIERCE, CITY CLERK/HR DIRECTOR

RE: EAST MADISON COUNTY REGIONAL SEWER

A budget amendment is needed to increase account 404-650-760 (EMCRS-Capital Utility System) \$16,855.00 and decrease account 404-650-576 (EMCRS-W/S System Maintenance) \$16,855.00, which is due to the overage of the lining project by Suncoast.

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

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

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

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



DATE: OCTOBER 2, 2014

TO: MAYOR & BOARD OF ALDERMEN

FROM: PAULA TIERCE, CITY CLERK/HR DIRECTOR

RE: 2014 BOND ISSUE

A budget amendment is needed to increase account the following accounts:

375-000-391 (Bond Proceeds)	\$5,100,000
375-601-850 (Bond Cost)	\$ 110,000
375-000-192 (Fund Balance)	\$4,900,000

This budget amendment is needed due to the 2014 Bond Issue Fund not being budgeted when the FY2014 Budget was approved. This budget amendment will not affect the General Fund Balance.

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

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Brian P. Ramsey - ward 4 • Scott Jones - ward 5 • Wesley Hamlin - ward 6



DATE: OCTOBER 3, 2014
TO: MAYOR & BOARD OF ALDERMEN
FROM: PAULA TIERCE, CITY CLERK/HR DIRECTOR
RE: BUDGET AMENDMENT

A \$85.00 budget amendment is need to cover a shortage in legal fees. This is an account that we have to estimate during the budget process and the account was underestimated by \$85.00. I am requesting to decrease account 001-040-601 (Administration Legal Fees) \$85.00 and increase account 001-060-601 (Legal Fees). This budget amendment will not affect the General Fund Balance.

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

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

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

board of aldermen: D.I. Smith - at - large • Ken Heard, cmo, mayor pro tempore - ward 1 • Chuck Gautier - ward 2 • Kevin Holder - ward 3
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September 30, 2014

TO: Mayor & Board of Aldermen

FROM: Randy Tyler, Chief of Police 

SUBJECT: Special Event Permit – Kincade's Fine Clothing

I have attached a request for a Special Events Permit from Keith Kincade with Kincade's Fine Clothing. The event is a 5K run that is scheduled for Saturday, October 25, 2014. The event will begin at 0800 hours and end at 1000 hours. Kincade's Fine Clothing is expecting approximately 100 participants.

The race route will start at Kincade's Fine Clothing, located at 120 W Jackson Street. The participants will go from the parking lot south on NE Madison Dr to W School Street. They will turn west on W School Street onto South Perkins Street turning left on the multipurpose trail running west on the trail and cross over W Jackson Street to Sunnybrook Road running north to Ridgeland Avenue. The participants will then run east on Ridgeland Avenue to NE Madison Drive turning south where they will finish at Kincade's Clothing.

Included in the packet is the \$100 check per the filing fee and a \$1000 check per the bond money. This event will not generate any overtime for the Police Dept. The on duty traffic unit and the beat unit will assist runners crossing Jackson Street to insure their safety.

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

Gene F. McGee, cmo - mayor Randy Tyler - chief of police

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

**City of Ridgeland Application for
SPECIAL EVENTS PERMIT**
(Please Allow 3 Weeks for Approval)

Name & Address Of Individual/Business: Kinkadee Fine Clothing
120 West Jackson St Suite A
Ridgeland, MS 39157

Type of Event: (Details) 5K Fun Run -

Location of Event: 120 West Jackson St Suite A

Date(s) of Event: Oct 25, 2014 to 8am - 10am

Hours of Event: 8 AM to 10 AM

Estimated Crowd Size: 100 +/-

What arrangements will be made for adequate restroom facilities: we have 2
Set of Bathroom located within Building

What arrangements will be made for clean-up at completion of event: we will
Clean-up after the event

Contact Person: Keith Kinkadee Phone: 601-954-9058

Signature of Contact Person: [Signature] Date: Sept 29

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

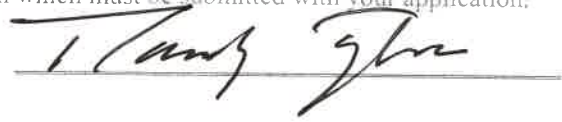
- 1). You must present to the Chief of Police or his designee your plan for parking and traffic control. You must state in this plan whether or not police or private security personnel will be needed to direct and handle traffic and parking.
- 2). If the event is to have outdoor music, a written statement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

* we will pay for two officers - if needed

recommendation to the Chief who will review the application and present same to the Board of Aldermen for subsequent approval. Please allow a minimum of three weeks to complete this process.

- 6). If the event will involve a race and/or walk, please submit a map reflecting the proposed route, together with a description of the route. If any portion of the route will include portions of the Natchez Trace, you must first obtain approval from the Natchez Trace Chief (Phone No. 662-680-4014; Ridgeland Office: 601-856-7321) and documentation reflecting this approval must be submitted with the application.
- 7). If the event is to be held at Old Trace Park, you must first seek approval from PRVWSD Parks & Recreation (601-856-6319) and obtain a facility use application which must be submitted with your application.

☒ Approved Chief of Police or Designee



☐ Denied Date: 09/30/14

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

Race Route

- Start at 120 W Jackson St and run south on NE Madison Dr. to School St
- Turn right on School St and continue onto S. Perkins
- Turn left on the multipurpose trail from S. Perkins and run out next to the Chevron Gas Station
- Cross W Jackson onto Sunnybrook Rd and run to Ridgeland Ave.
- Turn right on Ridgeland Ave. and run to NE Madison Dr.
- Turn right on NE Madison Dr. and finish at 120 W Jackson St



KINKADEE'S FINE CLOTHING LLC
120 W JACKSON ST STE A
RIDGELAND, MS 39157-2432
PH. 601-898-0513

11/08

RENASANT BANK
1-800-680-1601
www.renasantbank.com

13688

85-129/842

9/29/2014

PAY TO THE
ORDER OF City of Ridgeland

\$100.00**

One Hundred and 00/100*****

DOLLARS

P.O. Box 217
Ridgeland, MS 39158

MEMO

AUTHORIZED SIGNATURE

⑈013688⑈ ⑆084201294⑆ 0100019739⑈

KINKADEE'S FINE CLOTHING LLC

13688

City of Ridgeland		9/29/2014		
Date	Type	Reference	Original Amt.	Balance Due
9/29/2014		KHK	100.00	100.00
			Discount	Payment
				100.00
			Check Amount	100.00

Merchants a Farme

100.00



KINKADEE'S FINE CLOTHING LLC
120 W JACKSON ST STE A
RIDGELAND, MS 39157-2432
PH. 601-898-0513

11/08

RENASANT BANK
1-800-680-1601
www.renasantbank.com

13689

85-129/842

9/29/2014

PAY TO THE
ORDER OF City of Ridgeland

\$**1,000.00

One Thousand and 00/100*****

DOLLARS

P.O. Box 217
Ridgeland, MS 39158

MEMO

AUTHORIZED SIGNATURE

⑈013689⑈ ⑆084201294⑆ 0100019739⑈

KINKADEE'S FINE CLOTHING LLC

13689

City of Ridgeland

Date	Type	Reference	Original Amt.	Balance Due	9/29/2014 Discount	Payment
9/29/2014	Bill	KHK - Bond	1,000.00	1,000.00		1,000.00
					Check Amount	1,000.00

Merchants a Farme

1,000.00



September 29, 2014

TO: Mayor & Board of Aldermen

FROM: Randy Tyler, Chief of Police *RT*

SUBJECT: Special Event Permit – Smok’n on the Rez

I have attached a request for a Special Events Permit from Cindy Ford with the Pearl River Valley Water Supply District (PRVWSD). The event is called Smok’n on the Rez and is scheduled for Friday and Saturday, October 24th and 25th. The event is a Bar-B-Q cook off and Music Festival.

The cooking will begin on Friday and continue through the night and all day Saturday. There will be musicians playing music on Saturday. Cindy is expecting a crowd of about 2000 people. Cindy has arranged for portable restrooms to be placed on site and that will help accommodate all the patrons. PRVWSD is responsible for cleaning up the after the event.

For this event, PRVWSD is partnering with the Craftsman Guild of Mississippi. The Craftsman Guild is hosting a Witchcraft 5K run and Super Heroes 1 mile fun run. The 5K run will leave Old Trace Park at 0800 hours, cross Post Road and go north on the multipurpose trail toward Overlook Point. It will turn around at 1.5 miles and come back the same way. The Super Heroes fun run will stay in Old Trace Park. This race will begin at 0900 hours.

Included in the packet is a \$100 check per the filing fee. Since PRVWSD is a state agency, they do not issue bond money and no check was collected since their law enforcement agency will be responsible for any assistance needed for this event.

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

Gene F. McGee, cmo - mayor; Randy Tyler - chief of police

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

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

Name & Address Barnett Reservoir Foundation and PRVWSD
Of P.O. Box 2180
Individual/Business: Ridgeland MS 39158

Type of Event: (Details) BBQ Contest and Music Festival (in park only)
A bicycle poker run and 5K run will take place Saturday morning.
The bicycle run will take place on the multi-purpose trails in
Ridgeland and Brandon. The 5K run will take place on the
Natchez Trace trails from the park to Overlook.
Location of Event: Old Trace Park, Ridgeland MS

Date(s) of Event: October 24th 2014 to October 25th 2014

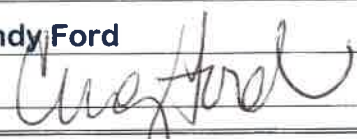
Hours of Event: 5pm until 9pm to 11am until 8pm

Estimated Crowd Size: 2000

What arrangements will be made for adequate restroom facilities: porta pottys will be onsite

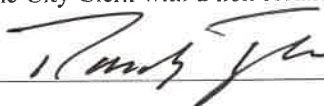
What arrangements will be made for clean-up at completion of event: PRVWSD will manage cleanup

Contact Person: Cindy Ford Phone: 601-856-6574

Signature of Contact Person:  Date: 8/21/14

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

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

☒ Approved Chief of Police/or Designee 
☐ Denied Date: 09/29/14

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

Ridgeland Police Department
Application for
PERMIT to PLAY ON PREMISES MUSIC

Date of Application: 8/21/14

Permit Applicant: Cindy Ford

Applicant Address: PO Box 2180 Ridgeland MS 39158 Phone #: 601 856-6574

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

Name of Business: PRVWSD

Business Address: PO Box 2180 Ridgeland MS 39158

Business Telephone: 601 856-6574

Date(s) of Activity: October 25, 2014 to October 25, 2014

Hours of Operation: 1100 to 2000

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

Description of premises where activity is scheduled: Old Trace Park on the
concrete slab

Provide any facts that would show the activity for which the permit is requested would not disturb the peace of any family or person within the area into which sound shall carry: Never had a
complaint before

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

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

Applicants Signature _____

Date _____

☒ APPROVED

☐ DENIED

Chief of Police or Designee _____

Date 09/29/14

BARNETT RESERVOIR FOUNDATION
231 MEADOWOODS DR.
JACKSON, MS 39211

1175

85-194/653

DATE 8/21/14

PAY
TO THE
ORDER OF

City of Richland

\$ *100*

one hundred dollar of no/m

DOLLARS

 Security
Features
Details on
Back

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

FOR

Jett Lynne

⑈001175⑈ ⑆065301948⑆ 4020276624⑈



police department

September 29, 2014

TO: Mayor & Board of Aldermen

FROM: Randy Tyler, Chief of Police 

SUBJECT: Special Event Permit – Craftsman Guild

I have attached a request for a Special Events Permit from Nancy Perkins with the Craftsman Guild of Mississippi. The event is a 5K run and a 1 mile fun run for kids. The Craftsman Guild has partnered with the PRVWSD and Smok'n on the Rez. The races will be held on Saturday, October 25, 2014 at Old Trace Park. They are expecting a crowd of about 200-300 for the races.

The Witchcrafted 5K run will leave Old Trace Park at 0800 hours, cross Post Road and go north on the multipurpose trail toward Overlook Point. It will turn around at 1.5 miles and come back the same way. The Super Heroes fun run will stay in Old Trace Park. This race will begin at 0900 hours.

Included in the packet is a \$100 check per the filing fee. PRVWSD will be on site for the Smok'n on the Rez event and will assist the race crossing Post Road. This event will not generate any overtime for the Police Department.

**City of Ridgeland Application for
SPECIAL EVENTS PERMIT
(Please Allow 3 Weeks for Approval)**

Name & Address Of Individual/Business: THE CRAFTSMEN'S GUILD OF MISSISSIPPI
950 RICE ROAD
RIDGELAND, MS 39157

Type of Event: (Details) WITCHCRAFTED 5K FUN RUN &
SUPER HEROES 1 MILE FUN RUN

Location of Event: OLD TRACE PARK

Date(s) of Event: OCTOBER 25 to _____

Hours of Event: 7:00 AM to 10:00 AM

Estimated Crowd Size: 200-300

What arrangements will be made for adequate restroom facilities: PARTNERING WITH
SMOKIN' ON THE REZ

What arrangements will be made for clean-up at completion of event: VOLUNTEERS
WILL BE ASSIGNED FOR CLEAN-UP

Contact Person: NANCY PERKINS Phone: 601-856-7546

Signature of Contact Person: Nancy Perkins Date: 9/1/14

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

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

recommendation to the Chief who will review the application and present same to the Board of Aldermen for subsequent approval. Please allow a minimum of three weeks to complete this process.

- 6). If the event will involve a race and/or walk, please submit a map reflecting the proposed route, together with a description of the route. If any portion of the route will include portions of the Natchez Trace, you must first obtain approval from the Natchez Trace Chief (Phone No. 662-680-4014; Ridgeland Office: 601-856-7321) and documentation reflecting this approval must be submitted with the application.
- 7). If the event is to be held at Old Trace Park, you must first seek approval from PRVWSD Parks & Recreation (601-856-6319) and obtain a facility use application which must be submitted with your application.

☒ Approved Chief of Police or Designee



☐ Denied Date: 09/29/14

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

Race Route:

The 5K will start and end in Old Trace Park. Runners/Walkers will go out approximately 1.5 miles to Overlook Pointe and back. It does cross Post Road.

The 1 mile run/walk will take place as laps around the Park parking lot.

This event is being held in partnership with the PRV/BRF Smokin' the Rez event who already have a use permit already.

JAMES T. PERKINS 08-01

85-27/653

2267

NANCY C. WHITE

567 ARBOR DR. PH. 607-7302
MADISON, MS, 39110

DATE

9/3/14

PAY TO THE
ORDER OF

City of Ridgeland
One hundred & 00/100

\$ 100.00

DOLLARS



Security Features
Include
Details on Back.

DELUXE TOP-STUB SAFETY PAPER



Trustmark
National Bank

902

Nancy Perkins

MP

MEMO

⑆065300279⑆ ⑈1007791411⑈ 2267



FOR IMMEDIATE RELEASE

September 1, 2014

Contact: Nancy Perkins

601.856.7546/601.953.6777 cell

nancy@mscrafts.org

A Wickedly Creative Week of Activities

Ridgeland, Miss. - The Craftsmen's Guild of Mississippi presents WitchCrafted 2014, an inaugural series of events and contests to be held October 25-31, in celebration of Mississippi's "Creative Spirit." Presiding over the week of activities will be the 2014 King and Queen of Halloween. King Marshall Ramsey is a political cartoonist, author and radio host. Queen Elee Reeves is an investment advisor with Coker & Palmer, community leader and volunteer, and the wife of Lt. Governor Tate Reeves.

WitchCrafted 2014 kicks off October 25 with the **WitchCrafted 5K Fun Run**, in costume, at 8 a.m. and **Super Heroes One-Mile Fun Run** at 9 a.m. in Old Trace Park. Registration is \$30 for the 5K run and \$25 for the one-mile run (\$20 for children 12 and under) and includes breakfast, a WitchCrafted t-shirt and a one-day pass for Smokin' On the Rez BBQ competition and music festival, in Old Trace Park, October 24-25.

Individuals are invited to compete in **The Creative Pumpkin Contest** with entries on display, October 26-31, inside the Mississippi Craft Center in Ridgeland for the public to view and vote on their favorites. There is a \$10 entry fee for the pumpkin competition, which will award \$125 cash and \$100 in gift certificates for both Best Carved and Best Painted Pumpkins, and \$250 cash and \$200 in gift certificates for Best of Show.

Individuals and teams are invited to compete in the **MasterCrafted Creatures/Creatations Contest** that will be on display October 26-31 on the grounds of the Mississippi Crafter Center. There is a \$10 entry fee for individuals and \$25 fee for teams. Subject matter may be spooky creatures, heroes or villains, transformer-inspired and may be made of any combination of materials. However, the entries should be able to withstand being outside for the contest period. Top prize for individual entry is \$250 cash and \$200 in gift certificates and \$500 cash for team.

A combination of judges' scores, as well as votes from the public, will determine the winners of both competitions. Gift certificates may be used for merchandise in any of the Craftsmen's Guild galleries, for Guild classes or tickets to Guild events, such as the Chimneyville Craft Festival in December.

The week culminates in the **Monster Bash** on Halloween night from 7-11 p.m. at the Mississippi Craft Center. Tickets are \$25 and include music, food and two adult beverages. A cash bar will also be available.

Registration forms and additional details can be found on the **WitchCrafted 2014** Facebook page.

The Craftsmen's Guild of Mississippi is located in the Mississippi Craft Center at 950 Rice Road in Ridgeland. For more information, call [601.856.7546](tel:601.856.7546).

Founded in 1973, the Craftsmen's Guild of Mississippi is a nonprofit organization of craftsmen and others interested in preserving the folk, traditional and contemporary crafts of Mississippi. The Guild is a major cultural influence in the Southeast and continues to implement its goals by marketing the work of its members; executing public service projects, special events and exhibits and by providing education in the arts.



September 29, 2014

TO: Mayor & Board of Aldermen
FROM: Randy Tyler, Chief of Police 
SUBJECT: Special Event Permit – Holiday Potpourri

I have attached a request for a Special Events Permit from Tom Stafford with First Presbyterian Day School. The event is the Holiday Potpourri tour of homes. The event is scheduled for Friday, October 17, 2014 from 0900 hours to 1400 hours. The event will be held at 913 Montrose Drive. The event is a come and go event so the facilities at the residence will suffice for the guests.

Parking will be in the Save-A-Lot parking lot and the old Kroger at County Line and Old Canton Rd. Buses will shuttle participants to and from the parking lots to eliminate any crowding of the streets. Volunteers will work the gate at the front of the subdivision to point guests in the proper direction.

Included in the packet is a \$100 check for the filing fee and a \$1000 check for the bond. This event will generate overtime for one (1) officer at a rate of \$27/hour for five (5) hours at an estimated cost of \$135.00

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

Gene F. McGee, cmo - mayor · Randy Tyler - chief of police

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

City of Ridgeland
Application for
SPECIAL EVENTS PERMIT

Name & Address : First Pres Day School (FPDS)

Of 1390 North State Street

Individual/Business: Jackson, MS 39202

Type of Event: (Details) The event, Holiday Potpourri, is FPDS' annual fundraiser and will include a tour of a home in Montrose Subdivision along with other activities at or near the home.

Location of Event: 913 Montrose Drive, Ridgeland, MS

Date(s) of Event: Friday, October 17, 2014 to (Single Day Event)

Hours of Event: 9 a.m. to 2 p.m.

Estimated Crowd Size:

What arrangements will be made for adequate restroom facilities: Available at or near the tour home and one port-a-john

What arrangements will be made for clean-up at completion of event: Clean up will be provided by volunteers and should be finished by 6 p.m. on 10 / 17/ 2014

Contact Person:

Signature of Contact Person:

Phone:

Date:

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

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

☒ Approved Chief of Police/or Designee.

☐ Denied

Date:

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

Parking and Traffic Control Plan for Holiday Potpourri on 10/17/2014

Holiday Potpourri is a fundraiser for First Presbyterian Day School in Jackson, MS. It will include a tour of the home of Guy and Lana Boyll located at 913 Montrose Drive, Ridgeland, MS and other activities in the neighborhood. Montrose Subdivision will permit the entry gate to be open and unlocked from 6 am until 6 pm. The event begins at 9 am and ends at 2 pm.

Parking in Montrose Subdivision is limited; however, there will be some parking around the home and at other homes or locations within the neighborhood. Throughout the day, cars with parking passes will enter and exit the subdivision. Parking passes will be clearly displayed in these cars.

Multiple shuttle buses will be used to transport visitors, including shuttle buses from Broadmoor Baptist Church, First Presbyterian Church, The Blake, Cline Tours and Fondren Express Trolley. We anticipate 1200-1500 visitors throughout the day; however, combined with volunteers, the total number could reach 1600.

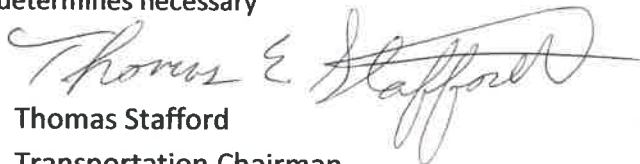
Shuttle buses will enter Montrose Subdivision at the front gate via Mule Jail Road and follow Montrose Drive around the subdivision. The shuttle buses will also exit the subdivision via Mule Jail Road to Old Canton Road. Each bus will have assigned pickup areas in designated parking lots. Golf carts will be utilized inside the Montrose Subdivision for to move VIP's, volunteers, school staff and school choirs from designated parking. Volunteers will be stationed at both gates to assist with traffic flow. Volunteers will be stationed at the old Kroger Store and at Save a Lot Grocery Store to assist with parking.

Visitors will be shuttled to the home by bus from the old Kroger and Save a Lot Grocery store; both are at the corners of County Line Road and Old Canton Road. Volunteers will park at Ascension Lutheran Church on Old Canton and also at Save a Lot. Volunteers will be moved to and from the home by shuttle bus.

Parking at the old Kroger will use most of the parking lot. Shuttle buses will enter from County Line Road and will exit the parking via Old Canton Road and return to the home via Mule Road. Parking at Save a Lot will be entered from Old Canton Road and exit from parking will also use Old Canton Road and return to the home via Mule Jail Road. Parking at Ascension Lutheran Church will also enter and exit onto Old Canton Road. Clearance to use each parking area has been approved by the owners of those areas.

Specifically, we are requesting assistance from RPD with the following locations:

1. Front Gate of Montrose Subdivision NO 725
2. Traffic Flow on Old Canton Road NO 725
3. Limited Patrol of old Kroger Parking Area
4. Any other area RPD determines necessary



Thomas Stafford
Transportation Chairman
Holiday Potpourri 2014
601-906-2422

**FIRST PRESBYTERIAN CHURCH DAY SCHOOL
CRUSADER CLUB**

1390 NORTH STATE STREET
JACKSON, MS 39202

2655

85-618-653

DATE 9/9/14

PAY
TO THE
ORDER OF

City of Ridgeland

\$ 1,000.00

one thousand dollars and no/100

DOLLARS



FIRST
COMMERCIAL
BANK
Where Business Is Personal.™

FOR

Bond to cover officer (HP traffic control)

Heaton C Mark

⑈002655⑈ ⑆065306189⑆

5001383⑈

**FIRST PRESBYTERIAN CHURCH DAY SCHOOL
CRUSADER CLUB**

1390 NORTH STATE STREET
JACKSON, MS 39202

2654

85-618-653

DATE 9/7/14

PAY
TO THE
ORDER OF

City of Ridgeland

\$ 100.00

one hundred dollars and no/100

DOLLARS



FIRST
COMMERCIAL
BANK
Where Business Is Personal.™

FOR

Transportation (special event permit)

Heaton C Mark

⑈002654⑈ ⑆065306189⑆

5001383⑈



police department

September 29, 2014

TO: Mayor & Board of Aldermen

FROM: Randy Tyler, Chief of Police 

SUBJECT: Special Event Permit – Business Communications

I have attached a request for a Special Events Permit from Cathy Bailey with Business Communications Inc. The event is an Open House (442 Highland Colony Pkwy) and is scheduled for Thursday, October 23, 2014. The event will begin at 1100 hours and end at 1500 hours.

Business Communications, Inc. has made arrangements for employees to park off site and be shuttled to work. By doing this, visitors will be able to use the business parking lot as they come go throughout the event. Employees will set up and clean up. Business Communications will place “No Parking” signs in the median of Highland Colony Parkway.

Included in the packet is a \$100 check per the filing fee. Also included in the packet is a \$1000 check per the bond money. This event will not generate any overtime for the Police Department.

**City of Ridgeland Application for
SPECIAL EVENTS PERMIT
(Please Allow 3 Weeks for Approval)**

Name & Address Of Individual/Business: Business Communications, Inc

Type of Event: (Details) Open House

Location of Event: 442 Highland Colony Pkwy
Ridgeland, MS 39157

Date(s) of Event: 10/23/14 to 10/23/14

Hours of Event: 11:00 am to 3 pm

Estimated Crowd Size: 250

What arrangements will be made for adequate restroom facilities: We will use the restrooms in our building

What arrangements will be made for clean-up at completion of event: employees will cleanup

Contact Person: Cathy Bailey Phone: 601-622-0226

Signature of Contact Person: Cathy Bailey Date: 9-4-14

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

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

recommendation to the Chief who will review the application and present same to the Board of Aldermen for subsequent approval. Please allow a minimum of three weeks to complete this process.

- 6). If the event will involve a race and/or walk, please submit a map reflecting the proposed route, together with a description of the route. If any portion of the route will include portions of the Natchez Trace, you must first obtain approval from the Natchez Trace Chief (Phone No. 662-680-4014; Ridgeland Office: 601-856-7321) and documentation reflecting this approval must be submitted with the application.
- 7). If the event is to be held at Old Trace Park, you must first seek approval from PRVWSD Parks & Recreation (601-856-6319) and obtain a facility use application which must be submitted with your application.

☒ Approved Chief of Police or Designee



☐ Denied Date: 09/29/14

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

56462

BUSINESS COMMUNICATIONS, INC.
OPERATING ACCOUNT
442 HIGHLAND COLONY PKWY.
RIDGELAND, MS 39157

COMMUNITY TRUST BANK

One Hundred Dollars and 00 Cents

DATE

AMOUNT

PAY

9/5/2014

\$100.00

TO THE
ORDER OF
Ridgeland, City of
P O Box 217
Ridgeland MS 39158

AUTHORIZED SIGNATURE

⑈056462⑈ ⑆111102758⑆ ⑈2165171⑈

56463

BUSINESS COMMUNICATIONS, INC.
OPERATING ACCOUNT
442 HIGHLAND COLONY PKWY.
RIDGELAND, MS 39157

COMMUNITY TRUST BANK

One Thousand Dollars and 00 Cents

DATE

AMOUNT

PAY

9/5/2014

\$1,000.00

TO THE
ORDER OF
Ridgeland, City of
P O Box 217
Ridgeland MS 39158

AUTHORIZED SIGNATURE

⑈056463⑈ ⑆111102758⑆ ⑈2165171⑈

Parking Plan – Open House 2014
Business Communications, Inc
442 Highland Colony Parkway
Ridgeland, MS 39157

We will utilize our parking lot for primary event parking. We will have our employee's park offsite and shuttle them to the office the day of the event. This will allow room for those attending the event to park in our lot. Overflow parking in prior years has parked down Highland Colony Parkway on the grass (not in road) toward County Line Road where there are no other businesses. We will place no parking signs in the median near our building. No need for police or public works personnel as this is a come and go event and parking has not been a problem in the past.

Sincerely,

A handwritten signature in blue ink that reads "Cathy Bailey". The signature is written in a cursive style with a large, stylized "C" and "B".

Cathy Bailey



police department

September 29, 2014

TO: Mayor & Board of Aldermen
FROM: Randy Tyler, Chief of Police *RT*
SUBJECT: Taylor Power Systems Service Agreement (generator)

Please review for renewal the following service agreement with Taylor Power Systems. This agreement covers our police headquarters generator for the period Oct. 2014-2015, for a total amount of \$1579.00.

Your consideration and approval of this request will be appreciated.



Taylor Power System • 947 Industrial Park Drive • Clinton, Mississippi 39056 • Phone (601) 922-4444 • taylorpower.com

STANDBY GENERATOR INDUSTRIAL MAINTENANCE SERVICE AGREEMENT

Prepared for:
Mr. E.J. Wilkerson
City of Ridgeland Police Department
115 W. School Street
Ridgeland, MS 39157

August 13, 2014

- I: Agreement Period: October 2014 to October 2015
- II: Equipment:
- Kohler 135ROZJ, Serial Number: 600717
- III: Services: One Year Annual Agreement (Two visits per year)
- One Basic Annual Service at \$639.00– to be performed October 2014
 - One Follow Up 41-Point Inspection at \$211.00– to be performed April 2015
 - One Four Hour Load Bank Test at \$729.00 – to be performed April 2015
- IV: Payment Terms:
- You will be invoiced as each service is performed. Payment is net following receipt of invoice. No sales or use taxes are included in the pricing and will be added as applicable. Please do not send payment; you will be invoiced.
- V: Activation of Agreement:
- Your Signature activates this service and must be received by the agreement start date.
- Pricing is good for 60 days. No service will be scheduled until a signed agreement is received. You may mail to 415 Hwy 49 South, Richland, MS 39218, fax to 601-922-8503 or email to ashley@taylorpower.com.



VI: Taylor Power Systems Disclaimer:

Taylor Power Systems may or may not be the manufacturer of the equipment to which this Service/Preventative Maintenance Agreement applies. This Agreement does not modify or extend any manufacturer's originally issued warranty. Regularly scheduled service or preventative maintenance is necessary to extend the life of the equipment to which this agreement applies and make it more likely that the standby/prime power unit will provide power when needed; however, Taylor Power Systems is neither an insurer nor guarantor of the equipment or the customer's product for which power is to be provided. INCIDENTAL AND CONSEQUENTIAL DAMAGES OCCURRING AS A RESULT OF THE FAILURE OF THE EQUIPMENT IS EXPRESSLY DISCLAIMED AND THE SOLE LIABILITY OF TAYLOR POWER SYSTEMS FOR ANY WORK PERFORMED UNDER THIS AGREEMENT IS LIMITED TO THE INVOICE AMOUNT OF THE AGREEMENT.

VII: Total Agreement Price: **\$1,579.00 + applicable taxes**

For questions on when your services will be performed or questions about service work that was done, contact the Service Manager that handles your agreement:

❖ **Richard Steinwinder 601-922-4444**

Accepted By: _____ Date: _____

Prepared By:

Ashley Gregory, Inside Service Sales
947 Industrial Park Drive, Clinton, MS 39056

Phone: 601-922-4444
Fax: 601.922.8503



Taylor Power System • 415 Highway 49 South • Richland, Mississippi 39218 • Phone (601) 922-4444 • taylorpower.com

Taylor Power Systems is proud to offer Industrial Preventative Maintenance Service Agreements

OUR AGREEMENT BENEFITS:

- **Priority response over non-agreement customers**
- **Pre-scheduled appointments**
- **Lower locked in rates with consistent cost over non-agreement customers**
- **Labor rate savings on non-maintenance related repairs**
- **Detailed reports from our technicians**
- **Consistent annual agreement dates**

Preventative Maintenance Agreement Includes:

- ❖ **Inspection Service – includes the 40+ point inspection.**
- ❖ **Basic Service – performed annually includes:**
 - **40+ Point Inspection above plus**
 - **System testing of air, lubricating, fuel, electrical, controls, & transfer switch.**
 - **Oil change with filter**
 - **Fuel filter change (only for diesel applications)**
 - **Coolant testing and treatment if radiator cooled**
- ❖ **Full Service – performed every third year includes:**
 - **40+ Point Inspection plus**
 - **All Basic Service items plus**
 - **Replacement of belts and hoses**
 - **Replacement of battery,**
 - **Replacement of coolant,**
 - **Replacement of air filter**
- ❖ **Optional Services:**
 - **Load Bank Testing**
 - **Fuel Polishing Service**
 - **Megger Testing**
 - **InfraRed Camera Testing**
 - **Vibration Testing**
 - **Generator Rental During Scheduled Service (eliminates any possible outages)**

FAITH

VISION

WORK



Preventive Maintenance Report

415 Highway 49 South
Richland, Mississippi 39218
Phone (601) 922-4444
Fax (601) 922-0800

___ Birmingham, AL
Phone (205) 428-1130
Fax (205) 428-1125

___ Mobile, AL
Phone (251) 443-8402
Fax (251) 443-8489

___ Baton Rouge, LA
Phone (225) 744-0030
Fax (225) 744-0031

___ Shreveport, LA
Phone (318) 742-4442
Fax (318) 742-4447

Date: _____
Customer: _____
Location: _____

Make/Model: _____
Serial Number: _____
Hour Reading: _____
Contact: _____

Yes	N/A	Description Of Service / Comments
-----	-----	-----------------------------------

Air System:

___	___	Cleaned / Replaced Air Cleaner Element
___	___	Checked Complete Air System For Deficiencies
___	___	Cleaned And Changed Oil In Bath Filter
___	___	Checked Turbocharger Shaft End Play
___	___	Checked And Tightened Turbocharger Mounting Bolts

Lubricating System:

___	___	Changed Engine Oil
___	___	Changed Engine Oil Filter
___	___	Change Hydraulic Governor Oil
___	___	Cleaned / Replaced Crankcase Breather
___	___	Checked Complete Engine For Oil Leaks
___	___	Checked PVC Valve

Cooling System:

___	___	Inspected / Replaced All Belts
___	___	Inspected / Replaced All Hoses
___	___	Checked Coolant Level; Added Anti-Freeze _____
___	___	Tested Specific Gravity of Anti-Freeze
___	___	Changed Corrosion Resistor Element (Full PM Only)
___	___	Checked Complete System For Coolant Leaks
___	___	Checked Block Heater and Thermostat
___	___	Lube Fan Hub

Fuel System - Gasoline _____ Natural _____ LP _____ Diesel

___	___	Inspected Fuel In Tank
___	___	Inspected Day Tank
___	___	Replaced Fuel Filter(s)
___	___	Checked Operation Of Governor
___	___	Cleaned Fuel Pump Screen
___	___	Checked Fuel Lines For Leaks

Electrical System:

___	___	Checked Cleaned And Tightened All Electrical Connections
___	___	Checked Electrolyte Level Of Batteries
___	___	Hydrometer Readings _____
___	___	Checked Operation Of All Sending Units
___	___	Inspected / Replaced Points, Condenser, And Plugs (Full PM Only)
___	___	Inspected Ignition System (Magnet, Distributor, Wiring, etc.)
___	___	Set Timing (Full PM Only)
___	___	Checked Operation Of Battery Charger; Replaced Blown Fuses

Controls / Test / Transfer Switch:

___	___	Checked Oil, Start, Warm-Up; Oil Pressure _____ PSI
___	___	Amps Per Leg _____
___	___	Volts Per Leg _____
___	___	Frequency _____
___	___	Adjusted Frequency And Voltage As Required _____
___	___	Checked Exhaust System For Leaks
___	___	Checked Timing Sequence On Cranking Cycles; Cranking Time _____
___	___	Checked Operation Of Transfer Switch
___	___	Time Delays: _____
___	___	Exerciser: _____
___	___	Checked Engine / Generator Controls For Proper Settings
___	___	Started Engine From Test Position
___	___	Started Engine From Automatic Position
___	___	Checked All Alarm Systems
___	___	Inspected / Replaced Pilot Lights

Additional Comments and Recommendations: _____

Generator Tech. _____

Customer Rep. _____

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
PRELIMINARY ENGINEERING ESTIMATE - RECAP SHEET

Sheet No. 1 of 3

Document No.

	Line Item	OCA	User Code 1	Object	Project Number / Detail Code	User Code 2	Current Period	Previous Estimate	Total Allowed to Date
Total Participating Cost	1	037010	153	1612	104859 812000	1	\$479.19	\$68,918.03	\$69,397.22
Total							\$479.19	\$68,918.03	\$69,397.22
							\$0.00	\$0.00	\$0.00
Total All Work Due							\$479.19	\$68,918.03	\$69,397.22
Total Net Work Due							\$479.19	\$68,918.03	\$69,397.22

Invoice Submitted	
Original Signed	
Wagoner Engineering	Consultant-Project Manager
LPA Official	
City of Ridgeland	

MDOT Consultant Admin

Consultant Services Director, Scot Ehrgott

% Matching Funds Deduction for LPA

20.000000%

001	037010
-----	--------

16

104859 812000

Keywords:

(\$95.84)

(\$13,783.61)

(\$13,879.45)

TOTAL Net Amount Owed to the LPA

AMOUNT OF PAYMENT FOR ALL ESTIMATES SHOULD BE TO THE NEAREST
CENTS (\$0.00).



P.O. Box 12227
Jackson, MS 39236-2227
601-355-9526 Voice
601-352-3945 Fax

City of Ridgeland
Attn: Chris Bryson, P.E. City Engineer
P. O. Box 217
Ridgeland, MS 39158

Lake Harbour Drive Extension - Maps and Deeds
Professional services in accordance with contract dated March 20, 2014, as relates to
Project No. NPP-8323-00(004)/LPA 104859-812000 in the City of Ridgeland, Madison County, Mississippi.
Professional Services from August 01, 2014 to August 31, 2014
Phase 000001 MAPS/DEEDS & ROW STAKING

Professional Personnel			
GROUP MANAGER	Hours	Rate	Amount
Millis, James	25	59.04	14.76
SURVEY TECHNICIAN I			
Davis, Gerald	2.00	24.25	48.50
SURVEYING MANAGER			
Brewer, Charles	3.00	36.78	110.34
Totals	5.25		173.60
Total Labor		2.7603 times	173.60
Total this Phase			479.19

Phase 000002 FIXED FEE			
Total this Phase			
			\$479.19

Billing Phase			
Fee	Percent Complete	Earned	Previous Fee Billing
75% of Fixed Amount	100.00	5,927.96	5,927.96
25% of Fixed Amount	0.00	0.00	0.00
Total Fee		5,927.96	5,927.96
Total this Phase			0.00

Billing Limits			
Total Billings	479.19	Prior	68,918.03
Limit		To-Date	69,397.22
Remaining		Total this Invoice	
		\$479.19	

Billing Backup

Project CS14031.000 Lake Harbour Drive - Maps & Deeds Invoice 30642 Monday, September 08, 2014 10:38:14 AM Waggoner Engineering, Inc. Invoice 30642 Dated 8/31/2014

Phase 000001 MAPS/DEEDS & ROW STAKING

Professional Personnel

Professional Personnel	Hours	Rate	Amount
GROUP MANAGER			
020 - Willis, James	8/18/2014	.25	14.76
SURVEY TECHNICIAN I			
073 - Davis, Gerald	8/12/2014	.50	12.12
073 - Davis, Gerald	8/14/2014	1.00	24.25
073 - Davis, Gerald	8/15/2014	.50	12.13
SURVEYING MANAGER			
105 - Brewer, Charles	8/12/2014	1.00	36.78
105 - Brewer, Charles	8/13/2014	1.00	36.78
105 - Brewer, Charles	8/15/2014	1.00	36.78
Totals	5.25		173.60
Total Labor	2.7603 times		173.60

Total this Phase \$479.19

Total this Project \$479.19

Total this Report \$479.19

Summarized Timesheet for the Period Ending 8/31/2014

Thursday, September 04, 2014
9:35:14 AM

Waggoner Engineering, Inc.

Employee	01053	Millis, James
Signed	Millis, James	
Approved	Bourgeois, John	
Profit Center	01:SV	
Project	Phase	Task
CS14031.000	000001	001
DAILY TOTALS		

Posted

Total Hr	Sat 8/16	Sun 8/17	Mon 8/18	Tue 8/19	Wed 8/20	Thu 8/21	Fri 8/22	Sat 8/23	Sun 8/24	Mon 8/25	Tue 8/26	Wed 8/27	Thu 8/28	Fri 8/29	Sat 8/30	Sun 8/31
.25			.25													
.25			.25													

Summarized Timesheet for the Period Ending 8/15/2014

Thursday, August 28, 2014
2:51:44 PM

Waggoner Engineering, Inc.

Employee	07099	Brewer, Charles Timothy
Signed	Brewer, Charles Timothy	
Approved	Millis, James	
Profit Center	01:SV	
Project	Phase	Task
CS14031.000	000001	001
DAILY TOTALS		

Posted

Total Hr	Fri 8/1	Sat 8/2	Sun 8/3	Mon 8/4	Tue 8/5	Wed 8/6	Thu 8/7	Fri 8/8	Sat 8/9	Sun 8/10	Mon 8/11	Tue 8/12	Wed 8/13	Thu 8/14	Fri 8/15
3.00												1.00	1.00		1.00
3.00												1.00	1.00		1.00

Thursday, August 28, 2014 2:51:44 PM

Total Hr	Fri 8/1	Sat 8/2	Sun 8/3	Mon 8/4	Tue 8/5	Wed 8/6	Thu 8/7	Fri 8/8	Sat 8/9	Sun 8/10	Mon 8/11	Tue 8/12	Wed 8/13	Thu 8/14	Fri 8/15
2.00												.50		1.00	.50
2.00												.50		1.00	.50

v7.1.514 (SUSANH) -

MEMORANDUM

To: Mayor and Board of Aldermen

From: Alan Hart, Director
Community Development Department

Mike McCollum, Director
Public Works Department

Date: October 1, 2014

Re: Preliminary Plat:

BUTLER DRIVE SUBDIVISION

We recommend that the Mayor and Board of Aldermen approve the above referenced Preliminary Plat **subject to the submission, review, and staff approval of the detention requirements being satisfied. If approved, no Permit for construction of the proposed development improvements will be issued until the requirements are met. Additionally, the approval should be on the condition that the covenants cannot be amended without the approval from the Mayor and Board of Aldermen until such time that the homeowners take over the Association.** The Community Development and Public Works Departments have reviewed the above referenced preliminary plat pursuant to the requirements of the Subdivision Regulations.

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

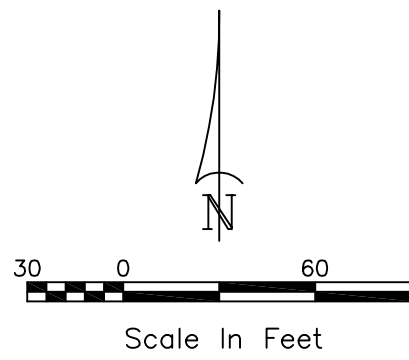
mailing address: p.o. box 217 • ridgeland, ms 39158
street address: 304 highway 51 • ridgeland, ms 39157
ph: 601.856.7113 • www.ridgelandms.org

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

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

Notes:

- Random Traverse Closure Precision For This Survey Meets or Exceeds the Minimum Standards For a Class "B" Survey.
- The premises are situated in Zone X, which is defined as "Areas to be outside the 0.2% annual chance floodplain" as determined by FIRM Map Number 28089C0566F, Map Revised March 17, 2010.
- The Subdivision is currently in Zone R-2 per the City of Ridgeland Zoning Map, dated April 4, 2007.



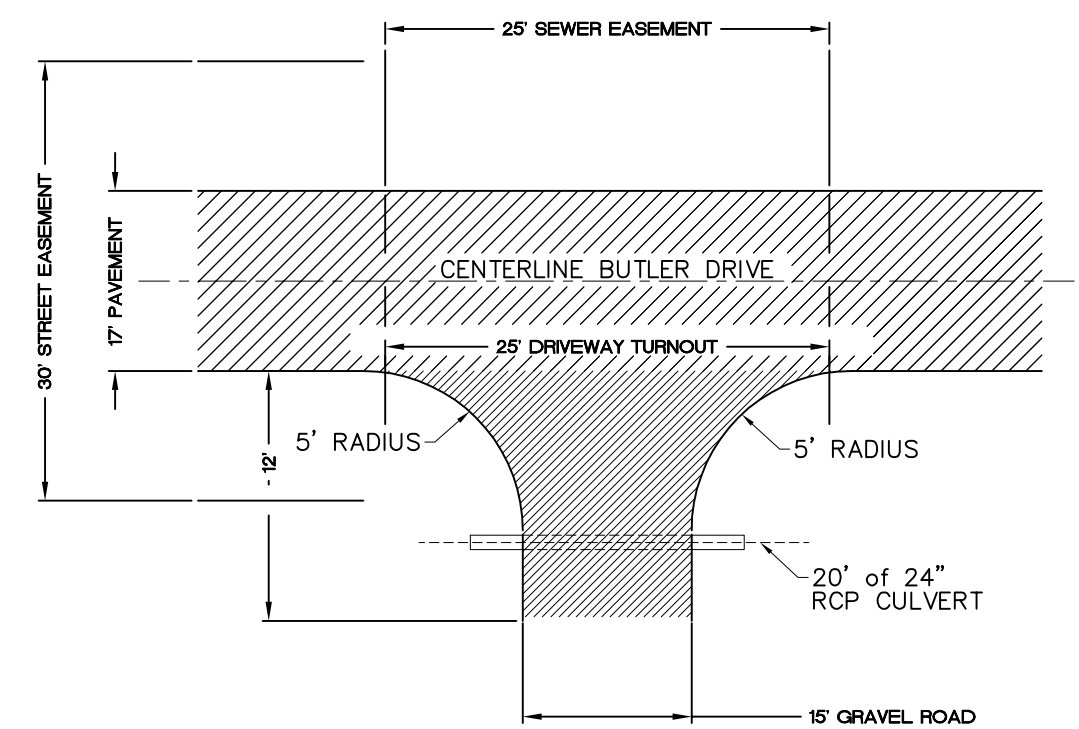
BUTLER DRIVE SUBDIVISION - OWNER

BUTLER DRIVE DEVELOPMENT, LLC
131 STILLWOOD DRIVE
RIDGLAND, MISSISSIPPI
MEMBERS AND OWNERS
- MALCOLM LIGHTSEY - 50%
- JOY LIGHTSEY - 50%

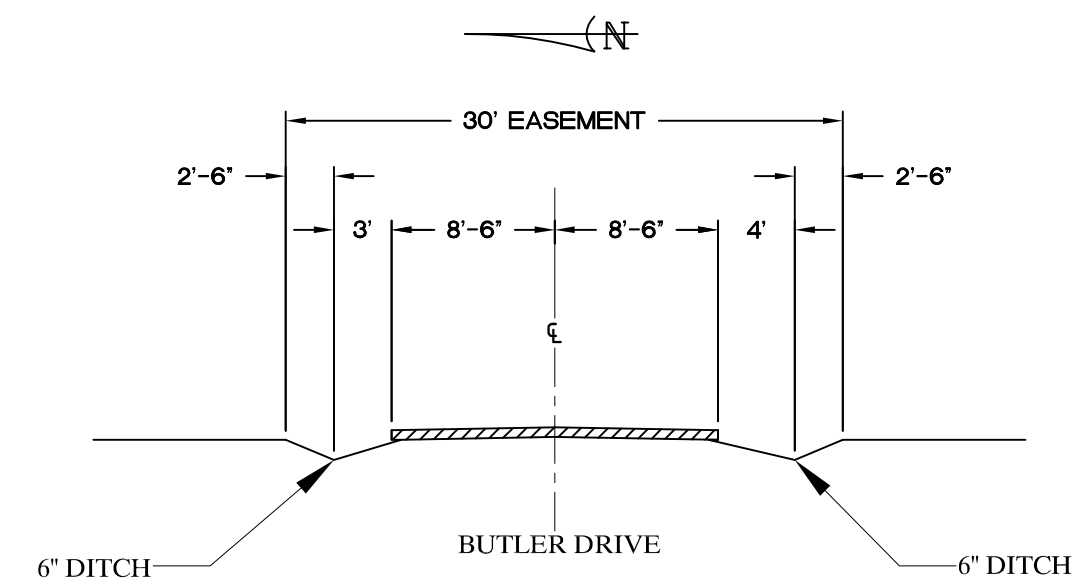
DESCRIPTION OF BUTLER DRIVE SUBDIVISION

A parcel of land containing 19.40 acres , more or less, lying and being situated in the S 1/2 of the NE 1/4 of the SE 1/4 of Section 23, T7N, R1E, Madison County, Mississippi, and being more particularly described as follows:

BEGINNING in the SE corner of the NW 1/4 of the SE 1/4 of Section 23, T7N, R1E, Madison County, Mississippi; thence run North a distance of 652.10 feet to a point; thence run NE 89° 51' 00" a distance of 1,279.04 feet to a point; thence run SE 0° 6' 00" a distance of 314.81 feet to a point; thence run SE 89° 58' 52" a distance of 15.51 feet to a point; thence run SE 0° 10' 00" a distance of 345.16 feet to a point; thence run NW 89° 48' 00" a distance of 1,296.11 feet to the point of beginning.



DRIVEWAY TURNOUT AT BUTLER DRIVE
SCALE: N.T.S.



TYPICAL SECTION
BUTLER DRIVE

SCALE: 1"=10'

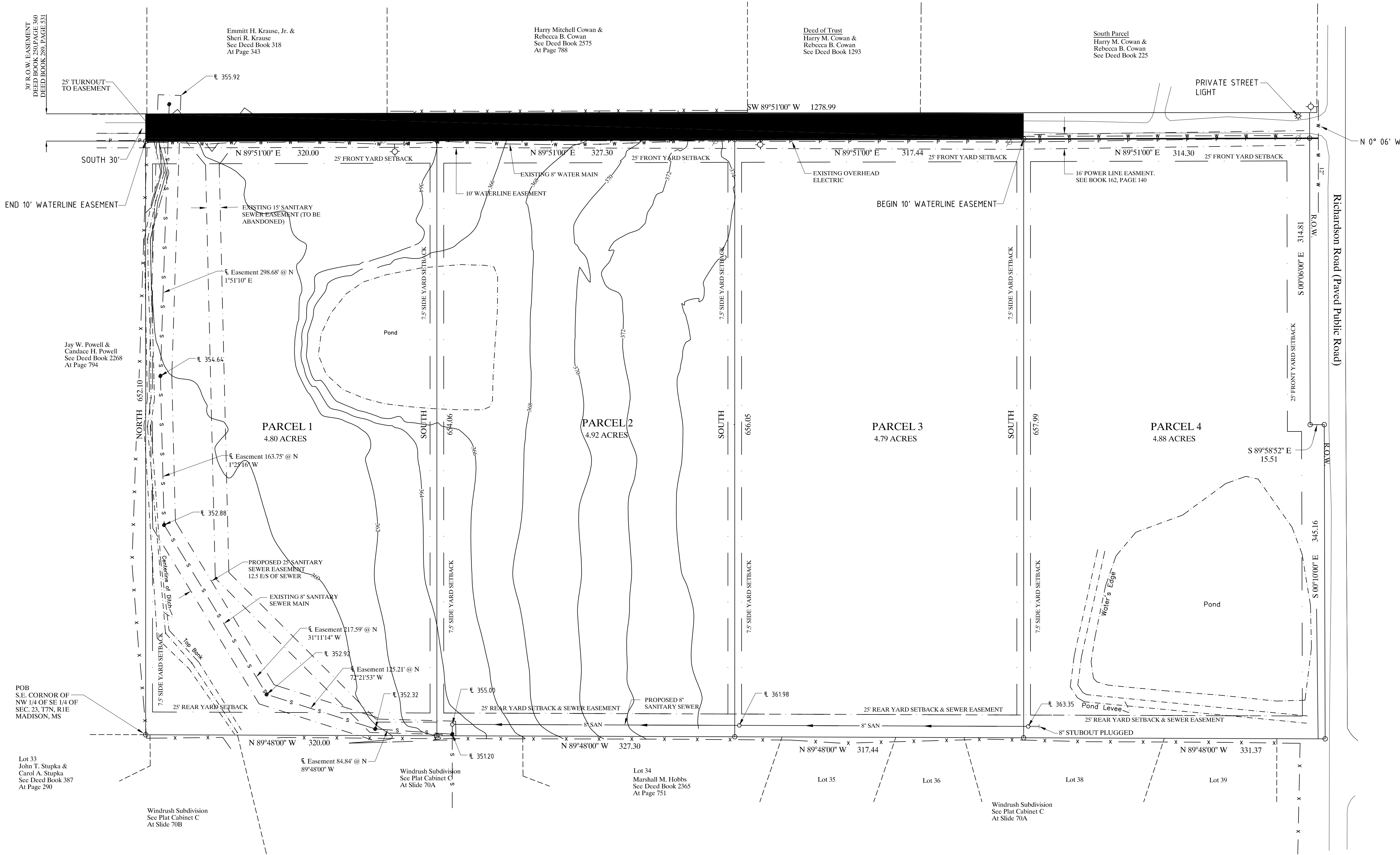
Class "B" Survey

By McMaster & Associates, Dated 9/6/2012
Bearings Based on Survey
Grade GPS Observations
Taken July 8, 2011
(Geodetic North)

BUTLER DRIVE SUBDIVISION OF RIDGELAND SITUATED IN THE S 1/2 OF THE NE 1/4 OF THE SE 1/4 OF SECTION 23, T7N, R1E MADISON COUNTY, MISSISSIPPI

LEGEND

- SEWER MANHOLE (EXISTING)
- S- EXISTING SANITARY SEWER
- SEWER MANHOLE (PROPOSED)
- - - PROPOSED SANITARY SEWER
- ⊕ POWER POLE
- ⊕ FIRE HYDRANT
- W-W- EXISTING WATER MAIN
- ⊕ PRIVATE STREET POLE



DCI **DIVERSIFIED CONSULTANTS, INC.**
CONSULTING ENGINEERS ... CITY, COUNTY, AND REGIONAL PLANNERS

395 EDGEWOOD TERRACE
JACKSON, MS 39206

This document, and the ideas and designs incorporated herein, as an instrument of professional services, is the property of DIVERSIFIED CONSULTANTS, INC. and is not to be used, in whole or part, for any other project without the written authority of

DIVERSIFIED CONSULTANTS, INC.

PRELIMINARY PLAT

BUTLER DRIVE DEVELOPMENT, LLC

CITY OF RIDGELAND, MISSISSIPPI

REVISIONS		
NO.	DATE	BY
1		
2		
3		
4		
5		
6		

SCALE
1" = 60'
DATE
JAN 2014
APPROVED BY
-
DRAWN BY
GB
CHECKED BY
JAE

Prepared by & Return to:

Eugene A. Simmons (MSB No. 6795)
Watkins & Eager PLLC
400 East Capitol Street
Jackson, MS 39201
(601) 965-1900

Declarant:

Butler Drive Development, LLC
113 Stillwood Drive
Ridgeland, MS 39157
(601) 605-0234

Indexing Instructions:

South ½ of the NE ¼ of the SE ¼ of Section 23, T7N-R1E, Madison County, Mississippi

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

FOR

BUTLER DRIVE SUBDIVISION

THIS DECLARATION is made this the 9th day of July, 2014,
by **Butler Drive Development, LLC**, referred to hereinafter as "**Declarant**".

WITNESSETH:

WHEREAS, Declarant is the owner of that certain tract or parcel of land as described in Exhibit "A" attached hereto (the "Property"); and

WHEREAS, Declarant desires to provide for the preservation of the values in, and aesthetic qualities of, said community created hereby and, to this end, desires to subject the Property to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each Owner thereof; and

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

1. The Property shall be used solely and exclusively for residential purposes and shall be subdivided into lots by plat recorded in the land records of Madison County. No lot thereof shall contain less than 4.79 acres of land. Only one (1) single-family residential unit, not exceeding two stories in height, together with the usual and customary outbuildings such as garages, shall be permitted for each lot; and, only one such single-family residential unit shall be permitted on any lot regardless of size. However, nothing in these restrictions shall be construed as prohibiting the owner of two or more contiguous lots from erecting one residence on both lots as if the contiguous lots were but one single lot, or from constructing a guest house or gate house on any lot upon receipt of prior written approval from Declarant, its successors or assigns.

2. The term "residential purposes" as used herein shall be held and construed to exclude, among other things, hospitals, duplex houses, apartment houses, garage apartments, or any outbuilding which is not of similar construction and appearance as the residence dwelling, and to exclude commercial and professional use, except an office in the home, and these covenants do hereby expressly prohibit such usage. Guest houses and gate houses shall be a permitted residential purpose in accordance with the provisions of Paragraph 1 above, subject to written approval from Declarant, its successors or assigns.

3. No trailer or mobile home shall be placed on any of said property.

4. No trash, ashes or other refuse may be thrown or dumped on any of said property.

5. No building, fence, wall or other structure shall be commenced, erected, placed, altered or maintained upon the property or any lot, nor shall any exterior addition to or change or alteration therein be made until the proposed plans and specifications showing the nature, kind, shape, height, materials, exterior color or finish, plat plan showing the proposed location of such building or structure, drives and parking areas, landscape plan, and construction schedule shall have been submitted to and approved in writing by Declarant or its assigns. No alteration in the exterior appearance of any building or structure shall be made without like approval from the Declarant or its assigns.

6. No buildings of any kind or character may be placed or stored upon said property except for a period of three (3) months, except with prior written permission of Declarant, prior to the time the owner of such lot commences improvements. Thereafter, all building materials on said property shall be stored in a neat, orderly and unobtrusive manner or properly screened, and said building materials shall be limited to that which is reasonably necessary for the construction of, or the maintenance of, the residence or other buildings located thereon.

7. The use of concrete blocks or asbestos siding as building materials for an exterior finish is expressly prohibited.

8. No signs, billboards, posters or advertising devices of any character shall be erected on any lot except "For Sale" signs related to the sale of the residence not exceeding four (4) square feet and signs identifying the owner of the property not exceeding two (2) square feet in size.

9. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

10. All fences are subject to prior written approval by Declarant or its assigns. Chain link fencing is strictly prohibited.

11. No non-domestic animals other than horses may be kept on said property. No kennels or pens may be constructed or used for the care and housing of a large number of dogs and the number of dogs regularly housed at the residence of the owner thereof shall be limited to three (3). Regardless of number, whether two or less, the keeping of said animals shall be such as to not constitute an annoyance or nuisance to the neighborhood. The maximum number of horses to be kept shall be two (2) per lot.

12. All sewage disposal systems shall be approved by both the Mississippi State Board of Health and the undersigned Declarant or their successors in title or assigns, before same shall be constructed and operated on any lot herein. Declarant may designate a treatment plant at the discretion of Declarant.

13. All residences shall face "Butler Drive", and no residence shall be closer than 25 feet to the front line, 25 feet to the rear lot line, nor closer than 20 feet to the side lot line of said lot unless said owner shall have received written permission from Declarant to so construct said residence. However, in any event, setback lines shall comply with the minimum requirements of the City of Ridgeland Zoning and Subdivision Regulation Ordinances.

14. All homes built must contain a minimum of four thousand five hundred (4,500) square feet of heated living area exclusive of carports and porches. Declarant, in its sole discretion, may waive or modify the minimum requirements on a case-by-case basis, and such waiver or modification as to one lot shall not affect such minimum requirement for any other lot.

15. All plot plans and house plans shall be submitted for approval to Declarant prior to commencement of any construction work. Additionally, all plans for remodeling, alterations, expansion, and renovation of existing structures shall be submitted for approval to Declarant or its assigns prior to commencement of any construction work.

16. Declarant hereby reserves the following easements over and across the parcels as conveyed:

- A. 10 feet in width adjacent to each side lot line;
- B. 25 feet in width adjacent to each rear or back lot line; and
- C. All easements and rights of way shown on that certain plat of the subdivision recorded in Plat Cabinet _____, Slot _____ in the land records of Madison County, Mississippi.

Said easements are reserved for the purposes of constructing, maintaining and repairing a system or systems of electrical power, telephone, telegraph line or lines, gas, water, sewer and any other

utility that the Declarant, its successors and/or assigns see fit in their discretion, to install across easements. Neither the Declarant, its successors and/or assigns, Madison County, Mississippi, the City of Ridgeland, Mississippi, nor any utility company using the utility easements herein referred to or pre-existing on the Property shall be liable for any damage done by them, their assigns, and agents and employees or servants, to shrubbery, trees, flowers or other property of the owners situated on the land covered by said easements, except to restore service of land to reasonably same condition. All utilities shall be underground.

17. The title conveyed by the Declarant to any purchaser of lots in said subdivision shall not in any event be held or construed to include the title to the water, gas, sewer, TV, or other communication transmission cable, electric light, electric power, telephone, telegraph line poles or conduits or any other utility or appurtenances thereon constructed by the Declarant, its successors and/or assigns or by any utility company upon said property to serve said property. The right and easement to maintain, sell, repair, or lease such lines, utilities and appurtenances erected by the Declarant, its successors or assigns to any public service corporation or any other parties is hereby expressly reserved.

18. No equipment, cars, trucks, or other movable vehicles (including trailers) which require payment of taxes and purchase of license plates shall be kept on any of the property unless the owner thereof has paid taxes on such vehicle. Those disabled vehicles not requiring the payment of taxes or purchase of license plates shall not be kept on any of the property and shall be removed therefrom.

19. Outside clotheslines shall not be visible from neighboring houses nor from the street.

20. Any exterior lighting installed on any site shall be indirect or of such controlled focus and intensity as not to disturb the residents of adjacent properties. Landscape lighting is subject to approval of Declarant.

21. Owners of lots shall provide extra space for parking of automobiles on their own property to accommodate their family automobiles, motor homes, campers or recreational vehicles. Motor homes, campers and recreational vehicles (including boats) shall be stored in such a manner so as to not be visible from Butler Drive. No owner shall be permitted to park any vehicles on Butler Drive.

22. Owners of lots shall mow the lawns and trim the hedges, etc. on a regular basis and maintain said lots in a neat and attractive condition at all times.

23. Each purchaser of any lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be a member of the Butler Drive Maintenance Association, Inc. (the "Maintenance Association"), and shall be deemed to covenant and agree, to pay to the Maintenance Association such assessments or charges for the purpose of maintaining Butler Drive and for all other purposes set forth in the Bylaws of the Maintenance Association, and furthermore consents to be bound by all the provisions of that

certain Declaration of Covenants, Conditions and Restrictions for Butler Drive recorded at Book _____, Page _____.

24. This Declaration and the covenants, conditions and restrictions contained herein shall run with the land and shall be binding upon all parties and persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time this Declaration shall be automatically extended thereafter for successive ten (10) year periods, unless the owners of three-fourths ($3/4^{\text{th}}$) of the lots in Butler Drive Subdivision shall by written instrument filed and recorded in the office of the Chancery Clerk of Madison County, Mississippi, at Canton, Mississippi, agree that these covenants shall be terminated or changed in whole or in part. This Declaration may be amended at any time prior to December 31, 2024 by Declarant without notice to or approval by the lot owners and the owners agree to be bound by such amendments. For clarification purposes, only Declarant may modify, amend, change or terminate this Declaration at any time prior to December 31, 2024 unless Declarant has previously abandoned and relinquished its rights hereunder as set forth in Paragraph 26 herein. After December 31, 2024, or upon Declarant's said abandoning and relinquishing its rights hereunder, whichever is earlier, the owners of three-fourths ($3/4^{\text{th}}$) of the lots may collectively modify, amend, change or terminate this Declaration by instrument executed by all lot owners in the subdivision and recorded in the land records of Madison County, Mississippi.

25. Declarant or any lot owner may enforce these covenants. Enforcement of these covenants shall be by proceeding at law or in equity against any person, or persons, violating or attempting to violate any covenant, either to restrain violation or to recover damages for such violation. Any person found by a court of competent jurisdiction to have violated any of these covenants shall pay reasonable attorney fees and costs to the party or parties bringing the action to enforce these covenants and the court may establish the amount of said attorney fees and costs.

26. At any time following the filing of this Declaration, Declarant may abandon and relinquish its rights and responsibilities as Declarant by instrument recorded in the land records of Madison County, Mississippi. Upon such abandonment and relinquishment by Declarant, Declarant shall retain any easements reserved herein. Further, upon such abandonment and relinquishment by Declarant, the required approvals from Declarant in Paragraphs 5, 6, 10, 12, 13, 14, 15 and 20 herein, respectively, shall be vested in the lot owners such that any owner must obtain the required approvals from the other lot owners. No owner may approve his own proposals and the owner seeking approval must obtain approval from two of the three other lot owners in the subdivision. In all other respects, submissions for such approvals shall be made in the same manner as if to Declarant.

27. Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions hereof which shall remain in full force and effect.

[Signature page to follow.]

9th WITNESS THE SIGNATURES OF THE UNDERSIGNED DECLARANT, this the
day of July 2014.

Declarant:

Butler Drive Development, LLC

By: Malcolm Lightsey
Malcolm Lightsey, Member

By: Joy Lightsey
Joy Lightsey, Member

STATE OF MISSISSIPPI

COUNTY OF Hinds

Personally appeared before me, the undersigned authority in and for the said county and state, on this 9th day of July, 2014, within my jurisdiction, the within named **Malcolm Lightsey**, who acknowledged that he is a **Member of Butler Drive Development, LLC**, a Mississippi member-managed limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.



Erin Purvis
NOTARY PUBLIC

STATE OF MISSISSIPPI

COUNTY OF Hinds

Personally appeared before me, the undersigned authority in and for the said county and state, on this 9th day of July, 2014, within my jurisdiction, the within named **Joy Lightsey**, who acknowledged that she is a **Member of Butler Drive Development, LLC**, a Mississippi member-managed limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed, she executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.



Erin Purvis
NOTARY PUBLIC

EXHIBIT "A"

DESCRIPTION - PARCEL NO. 1

A certain tract of parcel of land lying and being situated in the South 1/2 of the NE 1/4 of the SE 1/4 of Section 23, Township 7 North, Range 1 East, Madison County, Mississippi, and being more particularly described as follows:

COMMENCING at the Southeast corner of the NW 1/4 of the SE 1/4 of Section 23, Township 7 North, Range 1 East, Madison County, Mississippi; thence

North for a distance of 341.1 feet to an iron pin, said pin being the **POINT OF BEGINNING** of the property herein described; thence

North for a distance of 341.0 feet to a concrete marker; thence
North 89 degrees 51 minutes East for a distance of 647.3 feet to an iron pin; thence
South for a distance of 341.0 feet to an iron pin; thence

South 89 degrees 51 minutes West for a distance of 647.3 feet to the aforesaid **POINT OF BEGINNING** and containing 5.07 acres, more or less.

LESS AND EXCEPT:

A strip of land thirty (30) feet evenly in width off the north side of the South 1/2 of the NE 1/4 of the SE 1/4 of Section 23, Township 7 North, Range 1 East, Madison County, Mississippi.

AND ALSO:

DESCRIPTION - PARCEL NO. 2

A certain tract of parcel of land lying and being situated in the South 1/2 of the NE 1/4 of the SE 1/4 of Section 23, Township 7 North, Range 1 East, Madison County, Mississippi, and being more particularly described as follows, to wit:

BEGINNING at the Southeast corner of the Northwest Quarter of the Southeast 1/4 of Section 23, Township 7 North, Range 1 East, Madison County, Mississippi; thence

North for a distance of 341.1 feet to an iron pin; thence

North 89 degrees 51 minutes East for 647.3 feet to an iron pin, said line being the Southern boundary of a tract of land owned by James H. Butler on August 1, 1991; thence

South 345.3 feet to a point on the South line of the Northeast 1/4 of the Southeast 1/4 of Section 23; thence

North 89 degrees 48 minutes West for 647.3 feet to an iron pin and the **POINT OF BEGINNING** of the tract herein described.

AND ALSO:

DESCRIPTION-PARCEL NO. 3

A tract of land lying and being situated in the South Half of the Northeast Quarter of the Southeast Quarter of Section 23, Township 7 North, Range 1 East, of Madison County, Mississippi, containing 5.13 acres, more or less, more particularly described as follows:

COMMENCING at the Southeast corner of the Northwest Quarter of the Southeast Quarter of Section 23, Township 7 North, Range 1 East, run South 89 degrees 48 minutes East for a distance of 646.3 feet to an iron pin and the **POINT OF BEGINNING**; thence run

North for a distance of 343.1 feet to a point; thence run

South 89 degrees 58 minutes 52 seconds East for a distance of 648.8 feet to a point; thence run

South 00 degrees 10 minutes East for a distance of 345.2 feet along the west side of Richardson Road to a point; thence run

North 89 degrees 48 minutes West for a distance of 650.3 feet to the **POINT OF BEGINNING**.

AND ALSO:

DESCRIPTION-PARCEL NO. 4

A parcel or tract of land, containing 4.97 acres, more or less, lying and being situated in the South $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 23, T7N-R1E, Madison County, Mississippi, being a part of the Harold C. Butler and Jean R. Butler property as described in Deed Book 51 at Page 298 of the Records of the Office of the Chancery Clerk of said Madison County, at Canton, Mississippi, and being more particularly described as follows:

COMMENCING at an iron pin lying at the SE corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 23, T7N-R1E, Madison County, Mississippi; run thence

North for a distance of 341.10 feet; thence

Continue North for a distance of 341.00 feet; thence

North 89 degrees 51 minutes 00 seconds East for a distance of 647.30 feet to an iron pin lying at the NE corner of the James H. Butler property as described in Deed Book 316 at Page 538 of the Records of said Madison County, Mississippi and **POINT OF BEGINNING** of the herein described property; thence

South along the Easterly boundary of said James H. Butler property for a distance of 341.00 feet to an iron pin at the SE corner, thereof, said point also being and lying at the NE corner of the James H. Butler property as described in Deed Book 287 at Page 232 of the Records of said Madison County, Mississippi; thence

Continue South along the Easterly boundary of said James H. Butler property for a distance of 1.95 feet to an iron pin lying on the Northerly boundary of the Edward A. Butler property as described in Deed Book 436 at Page 629 of the Records of said Madison County, Mississippi; thence

Leaving the Easterly boundary of said James H. Butler property, run South 89 degrees 58 minutes 52 seconds East along the Northerly boundary of said Edward A. Butler property, for a distance of

632.29 feet to an iron pin lying on the Westerly boundary of Richardson Road, as it existed in September, 2012; thence

Leaving the Northerly boundary of said Edward A. Butler property, run North 00 degrees 06 minutes 00 seconds West along the Westerly boundary of said Richardson Road, for a distance of 342.84 feet to an iron pin lying on the Southerly boundary of the Harry M. Cowan and Rebecca B. Cowan property as described in Deed Book 225 at Page 447 of the Records of said Madison County, Mississippi; thence

Leaving the Westerly boundary of said Richardson Road, run South 89 degrees 58 minutes 30 seconds West along the Southerly boundary of said Harry M. Cowan and Rebecca B. Cowan property, for a distance of 427.75 feet to an iron pin at the SW corner, thereof, said point also being an lying at the SE corner of the Harry M. Cowan property and Rebecca B. Cowan property as described in Book 1293 at Page 736 of the Records of said Madison County, Mississippi; thence

Continue South 89 degrees 58 minutes 30 seconds West along the Southerly boundary of said Harry M. Cowan property and Rebecca M. Cowan property, for a distance of 190.32 feet to an iron pin at the SW corner, thereof; thence

North 00 degrees 07 minutes 00 seconds East along the Westerly boundary of said Harry M. Cowan and Rebecca M. Cowan property, for a distance of 0.63 feet to an iron pin lying on Northerly boundary of the South $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 23, T7N-R1E, Madison County, Mississippi; thence

Leaving the Westerly boundary of said Harry M. Cowan and Rebecca M. Cowan property, run South 89 degrees 51 minutes 00 seconds West along the Northerly boundary of the South $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 23, T7N-R1E, for a distance of 13.62 feet to the **POINT OF BEGINNING** of the above described parcel or tract of land.

LESS AND EXCEPT:

A strip of land thirty (30) feet evenly in width off the north side of the South $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 23, Township 7 North, Range 1 East, Madison County, Mississippi.

Prepared by:
H. Mitchell Cowan, Esq. (MSB #7734)
Jones Walker LLP
190 East Capitol Street, Suite 800
Jackson, Mississippi 39201
Telephone: 601-949-4900

Indexing Instructions:
SE ¼ and SW ¼ of Section 23, Township 7 North,
Range 1 East, Madison County, Mississippi

Declarant:

Butler Drive Maintenance
Association, Inc.
157 Richardson Road
Ridgeland, MS 39157
Phone No. 601-856-3801

Owner/Member:

Malcolm B. and Joy H. Lightsey
113 Stillwood Drive
Ridgeland, MS 39157
Phone No. 601-605-0234
Tracts 1, 2, 3, 8, 11, 12, 13

Owner/Member:

Jay W. and Candace H. Powell
155 Butler Drive
Ridgeland, MS 39157
Phone No. 601-414-1414
Tract 4, 17

Owner/Member:

James W. and Shawn M. O'Mara, Jr.
165 Butler Drive
Ridgeland, MS 39157
Phone No. 601-942-9291
Tract 5

Owner/Member:

Edward L. and Carole G. Gieger, Jr.
195 Butler Drive
Ridgeland, MS 39157
Phone No. 601-856-9538
Tracts 6, 7

Owner/Member:

Beth D. Gaston
108 Stillwood Drive
Ridgeland, MS 39157
Phone No. 601-898-1695
Tract 14, 15

Owner/Member:

Carl E. and Rebecca R. Adkins
100 Stillwood Drive
Ridgeland, MS 39157
Phone No. 601-853-8372
Tract 16

Owner/Member:

Matthew L. and Catherine H. Graves
2148 Heritage Hill Drive
Jackson, MS 39211
Phone No. 601-672-3850
Tract 18

Owner/Member:

William D. Frazier
150 Butler Drive
Ridgeland, MS 39157
Phone No. 601-259-3670
Tract 19

Owner/Member:

Harry M. and Rebecca B. Cowan
157 Richardson Road
Ridgeland, MS 39157
Phone No. 601-856-3801
Tracts 20, 21

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BUTLER DRIVE**

This DECLARATION is made this 27th day of MAY, 2014, by BUTLER DRIVE MAINTENANCE ASSOCIATION, INC. (hereafter referred to as "Declarant") and the Owners of the Property identified in Article I and II of this Declaration;

WITNESSETH:

WHEREAS, Declarant will enforce certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth;

WHEREAS, Declarant is incorporated under the laws of the State of Mississippi as a non-profit corporation for the purpose of affecting the intents and objectives herein set forth;

WHEREAS, included in the members of the Declarant are all the owners of the real properties referred to in Article II of this Declaration (collectively, the "Property");

NOW THEREFORE, the Declarant and Owners of the Property identified in Article I and II of this Declaration hereby declare that all and any portion of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions (sometimes referred to as the "Covenants and Restrictions"), all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property; are for the purpose of protecting the value and desirability of, and which shall run with the title to the Property and those hereafter made subject hereto; shall be binding on all persons having any right, title, or interest in all or any portion of the Property and those hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title, and assigns; and shall inure to the benefit of each and every owner of all or any portion thereof.

ARTICLE I
DEFINITIONS

The following words when used in this Declaration or any supplemental declaration shall have the following meanings:

(a) "Assessment" shall mean and refer to a levy imposed on all Owners for the purpose of funding one or more common expenses of the Declarant.

(b) "Articles" and "Articles of Incorporation" mean the article, filed with the Secretary of State of Mississippi, incorporating Butler Drive Maintenance Association, Inc., as a corporation not-for-profit under the provisions of the Mississippi Nonprofit Corporation Act, codified at Miss. Code Ann. § 79-11-101, et. seq.

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

(d) "Bylaws" shall refer to the By-Laws of Butler Drive Maintenance Association, Inc.

(e) "Declarant" shall refer to the Butler Drive Maintenance Association, Inc., a Mississippi nonprofit corporation, and successors or assigns. Each owner of a Lot within the Property shall be and remain a member of the Declarant for so long as that owner holds an interest in that Lot.

(f) "Declaration" means this instrument.

(g) "Governing Documents" shall mean and refer to the Declaration, all supplemental declarations, the Articles of Incorporation and Bylaws of the Declarant as amended from time to time and any rules and regulations adopted by the Declarant as amended from time to time.

(h) "Lot" shall mean any separately identifiable tract of land within the Property upon which a habitable residence exists and which routinely use Butler Drive, the aggregate number of which may change from time to time as such tracts of land are combined or subdivided.

(i) "Owner" shall mean and refer to every person or entity who is a record owner of a fee simple interest in any Lot which is subject by covenant of record to assessment by the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

(j) "Property" shall mean that described in Article II of this instrument, which is more particularly described on Exhibit "A" attached hereto.

(k) "Drive" shall mean and refer to the property commonly known as Butler Drive which is more particularly described on Exhibit "B" attached hereto.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

SECTION 1. Property Subject to this Declaration. The Property, and any and all portions thereof, shall be held, transferred, leased, conveyed and occupied subject to this Declaration. The property is located in Madison County, State of Mississippi, and is more particularly described on Exhibit "A" attached hereto.

ARTICLE III DECLARANT MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Membership. Every person who is a record Owner of an interest in any Lot that is subject to this Declaration shall be deemed to have a membership in the Declarant. Membership shall be appurtenant to and may not be separated from ownership of any Lot, and

transfer of a Lot shall automatically transfer membership to the transferee. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation. No Owner, whether one or more persons, shall have more than one (1) membership per Lot. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided in this Declaration and in the Bylaws. Membership shall be appurtenant to and may not be separated from fee simple ownership of any Lot. The rights and privileges of membership, including the right to vote and to hold office, may be exercised by a member's spouse, but in no event shall more than one (1) vote be cast nor office held for each Lot owned. Should any lots and/or portions thereof be subdivided, each separately identifiable plot of land resulting from such subdivision shall constitute a Lot.

SECTION 2. Voting. The Declarant shall have no class of membership. Members shall be all Owners, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as those Owners themselves determine and advise the Secretary prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended in the event more than one Owner seeks to exercise it.

SECTION 3. Suspension of Voting. The Board, from time to time, may suspend the right of a member to vote with respect to his, her, or its Lot for failure to pay assessments when due, or for failure to observe other of the terms hereof, the Bylaws, or rules and regulations of the Declarant, pursuant to rules and regulations duly adopted by the Board from time to time.

ARTICLE IV BOARD OF DIRECTORS

SECTION 1. Composition. The number and method of selection of Directors shall be as provided in the Bylaws.

SECTION 2. Extent of Powers. The Board of Directors shall have all powers for the conduct of the affairs of the Declarant which are enabled by law, this Declaration and any supplementary declaration which are not specifically reserved to members in said documents. The Board of Directors shall exercise its powers in accordance with the Governing Documents.

SECTION 3. Powers and Duties. Without limiting the generality thereof, the Board shall have the power and obligation to perform the following non-exclusive list of duties:

(a) Real and Personal Property. To acquire, own, hold, improve, maintain, manage, lease, pledge, convey, encumber, and/or transfer an interest in Butler Drive for the benefit of the members in connection with the affairs of the Declarant;

(b) Rule Making. To establish rules and regulations for the use of Butler Drive, to review, modify and approve resurfacing and/or other construction necessary to maintain the Drive;

(c) Insurance and Bonding. To require Owners engaged in construction projects to provide an adequate insurance policy or bond, in an amount and on terms suitable to Declarant, to reimburse Declarant for damage caused to Butler Drive by construction activities;

(d) Set Budgets and Assessments. Determine common expenses and set budgets and reserves of the Declarant;

(e) Set Assessments. To fix, levy and collect assessments;

(f) Employment of Agents. To employ, enter into contract with, delegate authority to, and supervise such persons or entities as may be appropriate to manage, conduct and perform the business obligations and duties of the Declarant;

(g) Enforcement of Governing Documents. To perform such acts, as may be reasonably necessary or appropriate, including bringing suit, causing a lien to be foreclosed or suspending membership rights, including but not limited to voting rights, and to enforce or effectuate any of the provisions of the Governing Documents; and

(h) Disputes. To determine matters of dispute or disagreement between Owners with respect to interpretation or application of the Governing Documents.

ARTICLE V ASSESSMENTS AND ASSESSMENT LIENS: RESERVE FUNDS

SECTION 1. Types of Assessments. Each Owner hereby covenants and agrees to pay to the Declarant: (a) annual operating assessments, (b) special assessments for capital improvements, and (c) other special individual Lot assessments, all of such assessments to be established and collected as hereinafter provided.

SECTION 2. Purpose of Assessments. The assessments levied by the Declarant shall be used solely and exclusively to regulate and provide for the maintenance and/or improvement of Butler Drive, and to provide for administrative operation of the Declarant.

SECTION 3. Elements - Apportionment: Due Dates.

(a) Annual Operating Assessments.

(1) Prior to the time any Owner is to be charged assessments by the Declarant and prior to the beginning of each fiscal year after the period for which the assessments are first

levied, the Board shall estimate, and divide equally among all Lots common expenses of the Declarant, consisting of the following:

- (a) the estimated next fiscal year's cost of maintenance, repair, and other services to be provided or paid for by the Declarant;
 - (b) the estimated next fiscal year's cost for any insurance premiums to be provided and paid for by the Declarant;
 - (c) the estimated amount required to be collected to maintain a working capital reserve fund, to assure availability of funds for normal operations of the Declarant, in an amount deemed adequate by the Board;
 - (d) an amount deemed adequate by the Board to maintain a reserve for the cost of unexpected repairs and replacements of capital improvements and for the repair and replacement of major improvements for which cash reserves over a period of time in excess of one year ought to be maintained; and
 - (e) the estimated next fiscal year's cost for the operation, management and administration of the Declarant.
- (2) The Board shall thereupon allocate to each Lot an equal share of these items, and thereby establish the annual operating assessment for each separate Lot. For administrative convenience, any such assessment may be rounded so that installments will be in whole dollars.
- (3) The annual operating assessment shall be payable in advance, in one annual installment, provided that nothing contained herein shall prohibit any Owner from paying assessments in any other manner approved by the Board.
- (4) If the amounts so collected are, at any time, insufficient to meet all obligations for which those funds are to be used, the deficiency shall be assessed by the Board among the Lots on the same basis as heretofore set forth.
- (5) If assessments collected during any fiscal year are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be retained as reserves, or as reductions in future assessments, as determined by the Board, in its sole discretion, and shall in no event be deemed profits nor available, except on dissolution of the Declarant, for distribution to Owners. Notwithstanding the foregoing, the Board, in its sole discretion, may at any time refund to the Owners on a pro-rata basis excess funds not needed for the operation and maintenance of Butler Drive.

- (6) Annual operating assessments shall not exceed \$500.00 in any single fiscal year except upon approval by vote of seventy-five percent (75%) of the Owners as provided in Article III.
- (b) Special Assessment for Capital Improvements.
- (1) In addition to the annual operating assessments, the Board may levy, at any time after written notice to all members of the Declarant, special assessments to resurface, reconstruct, repave or replace improvements on the Drive to the extent that reserves therefor are insufficient.
- (2) Any such assessment shall be prorated among all Lots as provided in Section 3(a)(1) above, and shall become due and payable on such date or dates as the Board determines following written notice to the Owners.
- (3) Special Assessments for Capital Improvements shall not exceed \$7,500.00 in any ten (10) year period except upon approval by vote of seventy-five percent (75%) of the Owners as provided in Article III.
- (4) In addition to the assessments as provided in Article V of these Covenants, all Owners who build a habitable residence on a separately identifiable tract of land after June 1, 2014 shall pay a one-time Special Assessment of \$6,000.00 at the time of obtaining a building permit for construction of the residence. This Special Assessment will decrease by Six Hundred Dollars (\$600.00) on June 1, 2015 and decrease by \$600.00 on June 1 of each succeeding year. This Special Assessment shall expire and be of no further force or effect on June 1, 2024. Owners who already paid a share of the June 2013 assessment and build a new residence before June 1, 2019, will be exempt from the Special Assessment.

(c) Special Lot Assessments. The Board shall levy assessments against an individual Lot, or Lots, and the Owner or Owners thereof, to reimburse Declarant for the cost to repair, repave or replace any portions of the Drive that are damaged by over-weight trucks, heavy duty trucks, construction equipment or similar equipment or vehicles used by the Owners of the Lot, or that Owners' contractors, employees or guests. The Special Lot Assessment may include interest, late charges, attorney's fees and other costs of enforcement.

SECTION 4. Effective Date of Assessment. Any assessment created pursuant hereto shall be effective if written notice of the amount thereof is sent by the Board to the Owner at least ten (10) days prior to the due date, or if to be paid in installments, the due date of the first installment. Written notice mailed or delivered to an Owner's Lot shall constitute notice to that Owner, unless the Owner has delivered written notice to the Board of a different address for such

notices, in which event the mailing of the same to that last designated address shall constitute notice to that Owner.

SECTION 5. Effect of Nonpayment of Assessment; Remedies of the Declarant.

(a) If any assessment or any installment of an assessment is not paid within at least ten (10) days after the same is due, the entire unpaid balance of the assessment shall immediately become due and payable, without demand or notice, unless the Board, in its sole discretion, determines not to accelerate the installments.

(b) If any assessment or any installment of an assessment is not paid within at least ten (10) days after the same is due, the Board, at its option, and without demand or notice, may (i) charge interest on the entire unpaid balance (including the accelerated portion thereof) at such rate as the Board, from time to time, establishes by rule; or if the Board fails to establish a rate by rule, at the rate of the lower of eight percent (8%) per annum or the highest rate authorized by law, (ii) charge a reasonable, uniform, late fee, as established from time to time by the Board, by rule, and (iii) charge the cost of collection, including attorney fees and expenses and other out-of-pocket expenses.

(c) Annual operating and all types of special assessments, together with interest, late fees, and costs, including attorney fees and expenses, shall be a charge in favor of the Declarant and a lien upon the Lot against which each such assessment is made.

(d) At any time after any assessment or an installment of an assessment levied pursuant hereto remains unpaid for thirty (30) days or more after the same has become due and payable, a certificate of lien for the unpaid balance of that assessment, including all future installments thereof (if any), interest, late fees, and costs, including attorney fees, may be filed with the Chancery Clerk of Madison County, Mississippi, pursuant to authorization given by the Board. The certificate shall contain a description or other sufficient legal identification of the Lot against which the lien exists, the name or names of the record Owner or Owners thereof, and the amount of the unpaid portion of the assessments and charges, and shall be signed by the president or other officer of the Declarant.

(e) The lien provided for herein shall become effective from the time the indebtedness is due regardless of whether or not a certificate of lien or renewal certificate was duly filed thereby, and shall continue until released or satisfied in the same manner provided by law in the State of Mississippi for the release and satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in an action brought to discharge the lien.

(f) Any Owner who believes that an improper assessment chargeable to his, her or its Lot (for which a certificate of lien has been filed by the Declarant) has been made may bring an action in the Chancery Court of Madison County, Mississippi for the discharge of that lien. In any such action, if it is finally determined that all or a portion of the assessment has been

improperly charged to that Lot, the Court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien.

(g) Each such assessment together with interest, late fees, and costs, including attorney fees, shall also be the joint and several personal obligation of the Owners who owned the Lot at the time when the assessment fell due. The obligation for delinquent assessments, interest, late charges and costs shall not be the personal obligation of successors in title unless expressly assumed by the successors, or required by applicable law, provided, however, that Declarant's enforcement rights, including the right to foreclose, shall not be impaired or abridged by reason of transfer, but shall continue unaffected thereby.

(h) The Declarant, as authorized by the Board, may file a certificate of lien or liens to secure payment of delinquent assessments, interest, late fees, and costs, including attorney fees, bring or join in an action at law against the Owner or Owners personally obligated to pay the same, and an action to foreclose a lien, or any one or more of these. In any enforcement action by the Declarant, interest and costs of such action (including attorneys' fees) shall be added to the amount of any such assessment, to the extent permitted by Mississippi law.

(i) No claim of the Declarant for assessments and charges shall be subject to setoffs, offsets, or counterclaims.

(j) No Owner may waive or otherwise escape liability for the assessment provided for in this Declaration by non-use of the Road, or any part thereof, or by abandonment of his, her or its Lot, attempted withdrawal from the Declarant, attempted transfer of rights in or obligations under the Declarant, or other action.

(k) Assessments shall run with the land and are necessary to continue the care, repair and maintenance of Butler Drive; accordingly, assessments accruing or becoming due during the pendency of bankruptcy proceedings shall constitute administrative expenses of the bankrupt estate.

SECTION 6. Subordination of the Lien to First Mortgages or Deeds of Trust.

The lien of the assessments and charges provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage or deed of trust ("mortgage"). The holder of such first mortgage which come into possession of a Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid installments of assessments and charges against the mortgaged Lot which became due and payable prior, in the case of foreclosure, to the date of the sale, and, in all other cases, to the date legal title vested in the successor Owner. The foregoing will not relieve any successor Owner from the obligation for assessments accruing thereafter.

SECTION 7. Certificate Regarding Assessments.

The Board shall, upon demand, furnish a certificate signed by the president, treasurer, secretary or other designated representative of the Declarant, setting forth whether the assessments on a specified Lot have been paid. This certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

ARTICLE VI MAINTENANCE

SECTION 1. Declarant's Responsibility.

(a) The Declarant shall maintain and keep in good repair Butler Drive, and related improvements. This maintenance shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of the Drive. It is specifically recognized that Butler Drive will be private, not open to the public, and therefore the maintenance and upkeep of the Drive will be the responsibility of the Declarant.

(b) The initial Board of Directors shall adopt a plan of scheduled maintenance of the Road which shall include a schedule of routine maintenance to be performed with respect to the resurfacing of the Road and other ordinary repair to the Road and related improvements. The initial plan of scheduled maintenance shall be approved by a majority of the then existing Owners, and once so approved, may thereafter be amended only upon the affirmative vote of at least seventy-five percent (75%) of the Owners. The initial Board of Directors shall include a provision in the resolution to be approved by the Owners pursuant to this paragraph which effectuates the intent of the paragraph.

(c) The foregoing maintenance of Butler Drive shall be performed consistent with community standards for similar private roads.

(d) Notwithstanding the provisions of Article VI, Section 1(a), Butler Drive may be dedicated to the City of Ridgeland, Mississippi, or other appropriate public entity, if approved by a vote of seventy-five percent (75%) of the Owners.

ARTICLE VII USE RESTRICTION AND RULES

SECTION 1. General. The Board of Directors may, from time to time, promulgate additional use restrictions and rules and regulations not inconsistent with the Declaration applicable to the Drive. Such regulation and use restriction shall be binding upon all Owners and occupants until and unless overruled, canceled, or modified in a regular or special meeting by the vote of Owners holding a majority of the total votes in the Declarant. Notwithstanding the foregoing, access to Butler Drive shall not be restricted by a gate unless approved by vote of at least seventy-five percent (75%) of the Owners.

SECTION 2. Butler Drive Uses. The Drive shall be used in common by Owners and occupants and their agents, servants, invitees and licensees, in accordance with the purposes for which it is intended, reasonably suited and capable, and as may be required for the purpose of access to, ingress to, and egress from the Lots.

SECTION 3. Vehicles. The Board may promulgate rules and regulations restricting or prohibiting the parking of automobiles, vans, buses, inoperable vehicles, trucks, trailers, boats and recreational vehicles or other vehicles of any kind or nature on the Drive, or part thereof, and may enforce such regulations by levying enforcement charges, having such vehicles towed away, or taking such other lawful actions as it, in its sole discretion, deems appropriate. Except as otherwise allowed by the Board of Directors, Owners or occupants shall not park on the Drive.

SECTION 4. Conveyances. To enable the Declarant to maintain accurate records of the names and addresses of Owners, each Owner agrees to notify the Declarant, in writing, within ten (10) days after an interest in that Owner's Lot has been transferred to another person. In addition, each Owner agrees to provide to a purchaser of that Owner's Lot a copy of the organizational documents and all effective rules and regulations.

SECTION 5. Lot Subdivision. In the event that a Lot within the Property is subdivided, each separately identifiable lot resulting from such subdivision shall constitute a Lot provided that it satisfies the requirements of Article I, (h). For the avoidance of doubt, if any Lot is divided into multiple tracts, it shall become multiple Lots.

SECTION 6. Severability. The invalidity, violation, abandonment or waiver of any one or more of, or any part of, the reservations, restrictions, or other provisions hereof, either as to all or any part of the property subject to this Declaration, shall not affect or impair such reservations, restrictions, or other provision hereof, as to the remaining parts of the property subject to this Declaration, and shall not affect or impair the remaining reservations, restrictions, or other improvements hereof, or parts thereof, as to all the property subject to this Declaration.

ARTICLE VIII GENERAL PROVISIONS

SECTION 1. Enforcement. Each Owner and every occupant of a Lot shall comply strictly with the Bylaws, the rules and regulations, the use restrictions, as they may be lawfully amended or modified from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration. Failure to comply with the Declaration, the Bylaws or the rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board of Directors, on behalf of the Declarant, or, in a proper case, by an aggrieved Owner. Failure by the Declarant or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. Duration. This Declaration shall remain in full force and effect until January 1, 2063, and shall be automatically extended for successive ten (10) year periods, provided, however, that these restrictions may be terminated on January 1, 2063, or on the commencement of any successive ten (10) year period, by filing of record in the office of the Chancery Clerk of Madison County, Mississippi, a written statement of election to terminate these restrictions, executed and acknowledged by the Owners of a majority of the Lots. Such statements must be filed prior to the commencement of the ten (10) year period for which these restrictions would otherwise be in effect.

SECTION 3. Amendment. This Declaration may be amended from time to time upon the affirmative vote or written consent, or any combination thereof, of at least seventy-five percent (75%) of the Owners. Notwithstanding the foregoing, any amendment of this Declaration shall be strictly limited to matters relating to the regulation, use and maintenance of Butler Drive. There shall be no amendment to this Declaration that places any restrictions on the ownership, title, use, occupancy or enjoyment by Owners of Lots within the Property except upon unanimous written consent of all Owners.

SECTION 4. Intentionally Omitted.

SECTION 5. Gender and Grammar. The singular, wherever used herein, shall be construed to mean plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

SECTION 6. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

SECTION 7. Captions. The captions of each Article and Section hereof are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

SECTION 8. Indemnification. The Declarant shall indemnify every officer and director against any and all expenses, including attorney's fees, imposed upon or reasonably incurred by any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them in good faith, on behalf of the Declarant (except to the extent that such officers or

directors may also be members of the Declarant), and the Declarant shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer of director, may be entitled.

SECTION 9. Books and Records.

(a) Inspection by Members and Mortgagees. This Declaration, the Bylaws, copies of rules and use restrictions, membership register, books of account, and minutes of meetings of the members of the Board and of committees shall be made available for inspection and copying by any member of the Declarant or by his duly appointed representative and by holders, insurers, or guarantors of any first mortgage at any reasonable time and for a purpose reasonably related to his or her interest as a member or holder, insurer, or guarantor of a first mortgage at the office of the Declarant or at such other reasonable place as the Board shall prescribe.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing copies of documents.

(c) Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Declarant and the physical property owned or controlled by the Declarant. The right of inspection by a Director includes the right to make extra copies of documents at the reasonable expense of the Declarant.

SECTION 10. Audit. An audit of the accounts of the Declarant may be made annually in the manner as the Board of Directors may decide.

IN WITNESS WHEREOF, the undersigned, being the representative of the Declarant and all the Owners, have executed this instrument this 27th day of MAY, 2014.

BUTLER DRIVE MAINTENANCE ASSOCIATION, INC.



By: Robert Gaston
Its: President

STATE OF Mississippi

COUNTY OF Madison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 18th day of June, 2014, within my jurisdiction, the within named Robert Gaston, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

Rebecca Blower

NOTARY PUBLIC

My Commission Expires:



OWNERS/MEMBERS

Malcolm B. Lightsey
Malcolm B. Lightsey

Print Name: MALCOLM B. LIGHTSEY

Joy H. Lightsey
Joy H. Lightsey

Print Name: Joy H. Lightsey

Owners of Tracts 1, 2, 3, 8, 11, 12, 13

STATE OF Mississippi

COUNTY OF Madison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 27th day of May, 2014, within my jurisdiction, the within named Malcolm B. Lightsey, duly identified before me, who acknowledged that he executed the above and foregoing instrument.

Rebecca B. Cowan

My Commission Expires:

STATE OF Mississippi

COUNTY OF Madison



Personally appeared before me, the undersigned authority in and for the said county and state, on this 27th day of May, 2014, within my jurisdiction, the within named Joy H. Lightsey, duly identified before me, who acknowledged that she executed the above and foregoing instrument.

Rebecca B. Cowan

NOTARY PUBLIC

My Commission Expires:

{JX062477.1}



Jay W. Powell
Jay W. Powell

Print Name: Jay Powell

Candace Powell
Candace H. Powell

Print Name: Candace Powell

Owners of Tract 4, 17

STATE OF Mississippi

COUNTY OF Madison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 13th day of July, 2014, within my jurisdiction, the within named Jay W. Powell, duly identified before me, who acknowledged that he executed the above and foregoing instrument.

Rebecca B. Cowan

NOTARY PUBLIC

My Commission Expires:



STATE OF Mississippi

COUNTY OF Madison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 13th day of July, 2014, within my jurisdiction, the within named Candace H. Powell, duly identified before me, who acknowledged that she executed the above and foregoing instrument.

Rebecca B. Cowan

NOTARY PUBLIC

My Commission Expires:



James W. O'Mara Jr.
James W. O'Mara, Jr.

Print Name: James W. O'Mara, Jr.

Shawn M. O'Mara
Shawn M. O'Mara

Print Name: Shawn M. O'Mara

Owners of Tract 5

STATE OF Mississippi
COUNTY OF Hinds

Personally appeared before me, the undersigned authority in and for the said county and state, on this 14th day of July, 2014, within my jurisdiction, the within named James W. O'Mara, Jr., duly identified before me, who acknowledged that he executed the above and foregoing instrument.

Yvonne C. Barksdale
NOTARY PUBLIC

My Commission Expires:



STATE OF Mississippi
COUNTY OF Madison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 18th day of June, 2014, within my jurisdiction, the within named Shawn M. O'Mara, duly identified before me, who acknowledged that she executed the above and foregoing instrument.

Rebecca B. Cowan
NOTARY PUBLIC

My Commission Expires:



{JX062477.1}

Edward L. Gieger, Jr.
Edward L. Gieger, Jr.

Print Name: EDWARD L. GIEGER, JR.
Carole G. Gieger
Carole G. Gieger

Print Name: CAROLE G. GIEGER

Owners of Tracts 6, 7

STATE OF Mississippi
COUNTY OF Madison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17th day of JUNE, 2014, within my jurisdiction, the within named Edward L. Gieger, Jr., duly identified before me, who acknowledged that he executed the above and foregoing instrument.

Rebecca B. Cowan
NOTARY PUBLIC

My Commission Expires

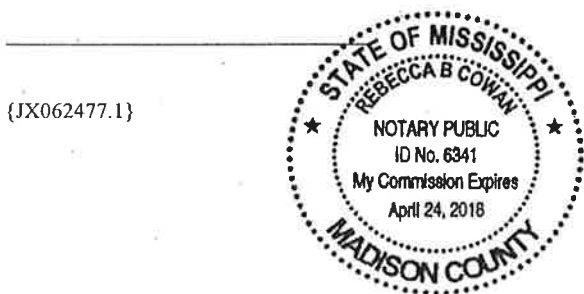


STATE OF Mississippi
COUNTY OF Madison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17th day of JUNE, 2014, within my jurisdiction, the within named Carole G. Gieger, duly identified before me, who acknowledged that she executed the above and foregoing instrument.

Rebecca B. Cowan
NOTARY PUBLIC

My Commission Expires:



Beth D. Gaston
Beth D. Gaston

Print Name: Beth D. Gaston

Owner of Tracts 14, 15

STATE OF Mississippi

COUNTY OF Madison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 18th day of June, 2014, within my jurisdiction, the within named Beth D. Gaston, duly identified before me, who acknowledged that she executed the above and foregoing instrument.

Rebecca B Cowan
NOTARY PUBLIC

My Commission Expires:



Carl E. Adkins

Carl E. Adkins

Print Name: CARL E. ADKINS

Rebecca R. Adkins Rebecca R. Adkins

Rebecca R. Adkins

Print Name: Rebecca R. Adkins

Owners of Tract 16

STATE OF Mississippi

COUNTY OF Madison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 19th day of June, 2014, within my jurisdiction, the within named Carl E. Adkins, duly identified before me, who acknowledged that he executed the above and foregoing instrument.

Rebecca Blower

NOTARY PUBLIC

My Commission Expires:



STATE OF Mississippi

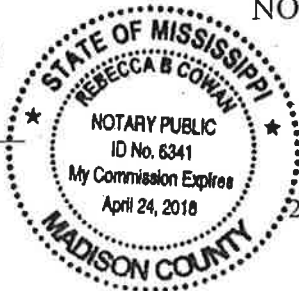
COUNTY OF Madison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 19th day of June, 2014, within my jurisdiction, the within named Rebecca R. Adkins, duly identified before me, who acknowledged that she executed the above and foregoing instrument.

Rebecca Blower

NOTARY PUBLIC

My Commission Expires:



[Signature]
Matthew L. Graves

Print Name: MATTHEW LEE GRAVES

[Signature]
Catherine H. Graves

Print Name: Catherine H. Graves

Owners of Tract 18

STATE OF Mississippi
COUNTY OF Madison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 8th day of July, 2014, within my jurisdiction, the within named Matthew L. Graves, duly identified before me, who acknowledged that he executed the above and foregoing instrument.

My Commission Expires:



[Signature]
NOTARY PUBLIC

STATE OF Mississippi
COUNTY OF Madison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 8th day of July, 2014, within my jurisdiction, the within named Catherine H. Graves, duly identified before me, who acknowledged that she executed the above and foregoing instrument.

My Commission Expires:



[Signature]
NOTARY PUBLIC

[Signature]
William D. Frazier

Print Name: William Frazier MD

Owner of Tract 19

STATE OF Mississippi
COUNTY OF Madison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 1st day of August, 2014, within my jurisdiction, the within named William D. Frazier, duly identified before me, who acknowledged that he executed the above and foregoing instrument.

[Signature]
NOTARY PUBLIC

My Commission Expires:



Harry M. Cowan
Harry M. Cowan

Print Name: Harry M. Cowan

Rebecca B. Cowan
Rebecca B. Cowan

Print Name: Rebecca B. Cowan

Owners of Tracts 20, 21

STATE OF Mississippi

COUNTY OF Hinds

Personally appeared before me, the undersigned authority in and for the said county and state, on this 15th day of July, 2014, within my jurisdiction, the within named Harry M. Cowan, duly identified before me, who acknowledged that he executed the above and foregoing instrument.



Yvonne C. Barksdale
NOTARY PUBLIC

STATE OF Mississippi

COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 15th day of July, 2014, within my jurisdiction, the within named Rebecca B. Cowan, duly identified before me, who acknowledged that she executed the above and foregoing instrument.



Yvonne C. Barksdale
NOTARY PUBLIC

TRACT 1

EXHIBIT "A"

Legal Description

A parcel or tract of land, containing 4.97 acres, more or less, lying and being situated in the South $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 23, T7N-R1E, Madison County, Mississippi, being a part of the Harold C. Butler and Jean R. Butler property as described in Deed Book 51 at Page 298 of the Records of the Office of the Chancery Clerk of said Madison County, at Canton, Mississippi, and being more particularly described as follows:

COMMENCING at an iron pin lying at the SE corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 23, T7N-R1E, Madison County, Mississippi; run thence

North for a distance of 341.10 feet; thence

Continue North for a distance of 341.00 feet; thence

North 89 degrees 51 minutes 00 seconds East for a distance of 647.30 feet to an iron pin lying at the NE corner of the James H. Butler property as described in Deed Book 316 at Page 538 of the Records of said Madison County, Mississippi and **POINT OF BEGINNING** of the herein described property; thence

South along the Easterly boundary of said James H. Butler property for a distance of 341.00 feet to an iron pin at the SE corner, thereof, said point also being and lying at the NE corner of the James H. Butler property as described in Deed Book 287 at Page 232 of the Records of said Madison County, Mississippi; thence

Continue South along the Easterly boundary of said James H. Butler property for a distance of 1.95 feet to an iron pin lying on the Northerly boundary of the Edward A. Butler property as described in Deed Book 436 at Page 629 of the Records of said Madison County, Mississippi; thence

Leaving the Easterly boundary of said James H. Butler property, run South 89 degrees 58 minutes 52 seconds East along the Northerly boundary of said Edward A. Butler property, for a distance of 632.29 feet to an iron pin lying on the Westerly boundary of Richardson Road, as it existed in September, 2012; thence

Leaving the Northerly boundary of said Edward A. Butler property, run North 00 degrees 06 minutes 00 seconds West along the Westerly boundary of said Richardson Road, for a distance of 342.84 feet to an iron pin lying on the Southerly boundary of the Harry M. Cowan and Rebecca B. Cowan property as described in Deed Book 225 at Page 447 of the Records of said Madison County, Mississippi; thence

Leaving the Westerly boundary of said Richardson Road, run South 89 degrees 58 minutes 30 seconds West along the Southerly boundary of said Harry M. Cowan and Rebecca B. Cowan property, for a distance of 427.75 feet to an iron pin at the SW corner, thereof, said point also being and lying at the SE corner of the Harry M. Cowan property and Rebecca B. Cowan property as described in Book 1293 at Page 736 of the Records of said Madison County, Mississippi; thence

Continue South 89 degrees 58 minutes 30 seconds West along the Southerly boundary of said Harry M. Cowan property and Rebecca M. Cowan property, for a distance of 190.32 feet to an iron pin at the SW corner, thereof; thence

North 00 degrees 07 minutes 00 seconds East along the Westerly boundary of said Harry M. Cowan and Rebecca M. Cowan property, for a distance of 0.63 feet to an iron pin lying on Northerly boundary of the South $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 23, T7N-R1E, Madison County, Mississippi; thence

Leaving the Westerly boundary of said Harry M. Cowan and Rebecca M. Cowan property, run South 89 degrees 51 minutes 00 seconds West along the Northerly boundary of the South $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 23, T7N-R1E, for a distance of 13.62 feet to the **POINT OF BEGINNING** of the above described parcel or tract of land.

TRACT 2

Legal Description

A tract of land lying and being situated in the South Half of the Northeast Quarter of the Southeast Quarter of Section 23, Township 7 North, Range 1 East, of Madison County, Mississippi, containing 5.13 acres, more or less, more particularly described as follows:

COMMENCING at the Southeast corner of the Northwest Quarter of the Southeast Quarter of Section 23, Township 7 North, Range 1 East, run South 89 degrees 48 minutes East for a distance of 646.3 feet to an iron pin and the **POINT OF BEGINNING**; thence run

North for a distance of 343.1 feet to a point; thence run

South 89 degrees 58 minutes 52 seconds East for a distance of 648.8 feet to a point; thence run

South 00 degrees 10 minutes East for a distance of 345.2 feet along the west side of Richardson Road to a point; thence run

North 89 degrees 48 minutes West for a distance of 650.3 feet to the **POINT OF BEGINNING**.

TRACT 3

DESCRIPTION - PARCEL NO. 1

A certain tract of parcel of land lying and being situated in the South 1/2 of the NE 1/4 of the SE 1/4 of Section 23, Township 7 North, Range 1 East, Madison County, Mississippi, and being more particularly described as follows:

COMMENCING at the Southeast corner of the NW 1/4 of the SE 1/4 of Section 23, Township 7 North, Range 1 East, Madison County, Mississippi; thence

North for a distance of 341.1 feet to an iron pin, said pin being the **POINT OF BEGINNING** of the property herein described; thence

North for a distance of 341.0 feet to a concrete marker; thence

North 89 degrees 51 minutes East for a distance of 647.3 feet to an iron pin; thence

South for a distance of 341.0 feet to an iron pin; thence

South 89 degrees 51 minutes West for a distance of 647.3 feet to the aforesaid **POINT OF BEGINNING** and containing 5.07 acres, more or less.

AND ALSO:

A perpetual and non-exclusive right of way and easement for purposes of ingress and egress and utilities on, over and across the following described property lying and being situated in Madison County, Mississippi, to wit:

A strip of land thirty (30) feet evenly in width off the north side of the South 1/2 of the NE 1/4 of the SE 1/4 of Section 23, Township 7 North, Range 1 East, Madison County, Mississippi.

AND ALSO:

DESCRIPTION - PARCEL NO. 2

A certain tract of parcel of land lying and being situated in the South 1/2 of the NE 1/4 of the SE 1/4 of Section 23, Township 7 North, Range 1 East, Madison County, Mississippi, and being more particularly described as follows, to wit:

BEGINNING at the Southeast corner of the Northwest Quarter of the Southeast 1/4 of Section 23, Township 7 North, Range 1 East, Madison County, Mississippi; thence

North for a distance of 341.1 feet to an iron pin; thence

North 89 degrees 51 minutes East for 647.3 feet to an iron pin, said line being the Southern boundary of a tract of land owned by James H. Butler on August 1, 1991; thence

South 345.3 feet to a point on the South line of the Northeast 1/4 of the Southeast 1/4 of Section 23; thence

North 89 degrees 48 minutes West for 647.3 feet to an iron pin and the **POINT OF BEGINNING** of the tract herein described.

TRACT 4

Parcel 1:

The property described herein includes a 30.00 foot easement across the entire North side of property.

A certain parcel of land located in the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 23, Township 7 North, Range 1 East, Madison County, Mississippi, and being more particularly described as follows:

Commence at a concrete marker at the Northeast corner of the Southeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 23, Township 7 North, Range 1 East, Madison County, Mississippi, said concrete marker being the Point of Beginning of the property described herein; thence South for a distance of 682.1 feet to an iron pin; thence N 89 degrees 48 minutes West for a distance of 328.66 feet to an iron pin; North for a distance of 678.45 feet to an iron pin; thence North 89 degrees 34 minutes East for a distance of 328.7 feet to the aforesaid Point of Beginning and containing 5.13 acres, more or less.

Parcel 2:

A non-exclusive perpetual Easement for purposes of ingress and egress over and across the following described property:

A strip land 30 feet in width evenly off the North side of S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ and SE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 23, Township 7 North, Range 1 East.

TRACT 5

A certain parcel of land located in the Southeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 23; Township 7 North, Range 1 East, Madison County, Mississippi, and being more particularly described as follows:

Commencing at a concrete marker of the Northeast corner of the Southeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 23, T7N-R1E, Madison County, Mississippi; thence South 89 degrees 34 minutes West for a distance of 328.7 feet to an iron pin, said pin being the POINT OF BEGINNING of the property described herein; thence

South for a distance of 678.45 feet to an iron pin; thence

North 89 degrees 48 minutes West for a distance of 329.34 feet to an iron pin; thence

North 00 degrees 12 minutes West for a distance of 674.8 feet to an iron pin; thence

North 89 degrees 34 minutes East for a distance of 331.7 feet to the aforesaid POINT OF BEGINNING.

The herein described parcel contains 5.13 acres, more or less, and is subject to and includes a 30.0 foot access and utility easement across the entire North side of the property.

The herein described property is the same property as previously described and conveyed by Warranty Deed recorded in Book 313 at Page 281.

AND ALSO a perpetual non-exclusive right-of-way and easement for ingress, egress and installation and maintenance of utilities on, over and across a strip of land described as follows, to-wit:

A strip of land 30 feet in width evenly off of the North side of the South Half of the Northeast Quarter of the Southeast Quarter of the South Half of the Southeast Quarter of the Northwest Quarter of the Southeast Quarter of said Section 23, T7N-R1E, Madison County, Mississippi.

TRACT 6

A certain tract or parcel of land lying and being situated in the Southeast Quarter (SE 1/4) of Section 23, Township 7 North, Range 1 East, Madison County, Mississippi, and being more particularly described as follows:

Commencing at the southeast (se) corner of Section 23, Township 7 North, Range 1 East, Madison County, Mississippi; thence north for a distance of 1355.7 feet to a point; thence north 89 degrees 48 minutes west for a distance of 1985.2 feet to an iron pin, said pin being the point of beginning of the property herein described; thence north 89 degrees 48 minutes west for a distance of 335.63 feet to an iron pin; thence north 00 degrees 05 minutes west for a distance of 671.1 feet to an iron pin; thence north 89 degrees 34 minutes east for a distance of 332.3 feet to an iron pin; thence South 00 degrees 12 minutes east for a distance of 674.8 feet to the aforesaid point of beginning, and containing 5.16 acres, more or less.

Together with rights of ingress and egress across that certain easement thirty (30) feet in width and being more particularly described as follows:

On and thirty (30) feet South of the Northern boundary line of all land owned by Jean R. Butler in the South Half (S 1/2) of the North Half (N 1/2) of the Southeast Quarter (SE 1/4) of Section 23, Township 7 North, Range 1 East, Madison County, Mississippi, including the perpetual use of the right-of-way and easement for ingress and egress and utilities specifically reserved unto the Grantors in that deed filed in Book 161 at page 755 of the records of the Chancery Clerk of Madison County, Mississippi.

TRACT 7

LEGAL DESCRIPTION

Being situated in the SE 1/4 of Section 23, Township 7 North, Range 1 East, City of Ridgeland, Madison County, Mississippi, and being more particularly described by metes and bounds as follows, to-wit:

Commence at the southeast corner of Lot 144 of Bridgewater Three-A, a subdivision the map or plat of which is recorded in Plat Cabinet D at Slide 26 of the Chancery Records of Madison County at Canton, Mississippi, said southeast corner being the **POINT OF BEGINNING** for the parcel herein described; thence North 00° 11' 56" East for a distance of 468.12 feet along the eastern line of the said Bridgewater Three-A; thence leave said eastern line and run North 89° 40' 50" East for a distance of 326.58 feet to the northwest corner of the grantees' property as recorded in Book 409 @ Page 398 of the said Chancery Records; thence South 00° 11' 30" West for a distance of 671.07 feet along the western line of the said grantees' property to the southwest corner thereof; thence North 89° 41' 09" West for a distance of 326.65 feet to the said eastern line of Bridgewater Three-A; thence North 00° 11' 56" East for a distance of 199.34 feet along the said eastern line to the **POINT OF BEGINNING**, containing 5.0181 acres, more or less.

TRACT 8

Lot 8, Stillwood Subdivision; a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Cabinet E at Slide 52B, reference to which map or plat is hereby made in aid of and as a part of this description.

AND ALSO a perpetual non-exclusive right of way and easement for ingress and egress on, over and across a strip of land described as follows, to-wit:

A strip of land 30 feet in width evenly off of the North side of S½ NE¼ SE¼ and NW¼ SE¼ of Section 23; and a certain tract or parcel of land lying and being situated in NE¼ NW¼ SE¼ of said Section 23, described as beginning at an iron pin marking the Southwest corner of the NE¼ NW¼ SE¼ of Section 23, thence North 00 degrees 07 minutes East for a distance of 20 feet to an iron pin, thence South 74 degrees 27 minutes East for a distance of 72.6 feet to an iron pin, thence South 89 degrees 34 minutes West for a distance of 70 feet to the aforesaid point of beginning; all in Section 23; Township 7 North, Range 1 East.

**TRACTS 9 AND 10
INTENTIONALLY OMITTED**

TRACT 11

Tract 1: Lot 4, Stillwood Subdivision, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Cabinet E at Slide 52B, reference to which map or plat is hereby made in aid of and as a part of this description.

Tract 2: The northern two-thirds of Lot 6, Stillwood Subdivision being located in the SE 1/4 of Section 23, T7N - R1E, Madison County, Mississippi, more particularly described as follows:

Commencing at an iron pin marking the Southwest corner of Lot 6, Stillwood Subdivision as recorded and filed in Plat Cabinet E at Slide 52-B at the Chancery Clerk's office in Canton, Madison County, Mississippi, run thence North 0 degrees 09 minutes 59 seconds East, 124.07 feet along the West line of said Lot 6 to an iron pin marking the Point of Beginning of the property herein described. From the Point of Beginning, continue thence North 0 degrees 09 minutes 59 seconds East, 155.95 feet, along the West line of said Lot 6 to an iron pin marking the Northwest corner of said Lot 6; thence run Due East for a distance of 223.06 feet, along the North line of said Lot 6 to an iron pin on the West right-of-way of Stillwood Drive; thence run along said road in a curve to the left having a radius = 85.00 feet, a length = 34.12 feet, a chord bearing = South 0 degrees 51 minutes 31 seconds West, and a chord length = 33.90 feet; thence continue along road South 11 degrees 23 minutes 21 seconds East, 43.97 feet; thence continue along said road in a curve to the left having a radius = 75.00 feet, a length = 31.53 feet; a chord bearing = South 23 degrees 26 minutes 03 seconds East and a chord length = 31.30 feet, to an iron pin marking the Southeast corner of said Lot 6; thence leaving said road and Southeast corner of said Lot 6, run south 78 degrees 22 minutes 13 seconds West 249.25 feet, to the Point of Beginning, containing 0.69 acre more or less.

AND ALSO: A perpetual non-exclusive right of way and easement for ingress and egress on, over and across Stillwood Drive as shown on the Plat for Stillwood Subdivision referenced above, and Butler Lane as described follows, to-wit:

A strip of land 30 feet in width evenly off of the North side of S 1/2 NE 1/4 SE 1/4 and NW 1/4 SE 1/4 of Section 23; and a certain tract or parcel of land lying and being situated in NE 1/4 NW 1/4 SE 1/4 of said Section 23, described as beginning at an iron pin marking the Southwest corner of the NE 1/4 NW 1/4 SE 1/4 of Section 23, thence North 00 degrees 07 minutes East for a distance of 20 feet to an iron pin, thence South 74 degrees 27 minutes East for a distance of 72.6 feet to an iron pin; thence South 89 degrees 34 minutes West for a distance of 70 feet to the aforesaid point of beginning; all in Section 23, Township 7 North, Range 1 East.

TRACT 12

Lot 5, Stillwood Subdivision, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Cabinet E at Slide 52B, reference to which map or plat is hereby made in aid of and as a part of this description.

AND ALSO a perpetual non-exclusive right of way and easement for ingress and egress on, over and across Stillwood Drive as shown on the Plat for Stillwood Subdivision referenced above, and Butler Lane as described follows, to-wit:

A strip of land 30 feet in width evenly off of the North side of S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ and NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 23; and a certain tract or parcel of land lying and being situated in NE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 23, described as beginning at an iron pin marking the Southwest corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 23, thence North 00 degrees 07 minutes East for a distance of 20 feet to an iron pin, thence South 74 degrees 27 minutes East for a distance of 72.6 feet to an iron pin, thence South 89 degrees 34 minutes West for a distance of 70 feet to the aforesaid point of beginning; all in Section 23, Township 7 North, Range 1 East.

TRACT 13

Tract 1: Lot 4, Stillwood Subdivision, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Cabinet E at Slide 52B, reference to which map or plat is hereby made in aid of and as a part of this description.

Tract 2: The northern two-thirds of Lot 6, Stillwood Subdivision being located in the SE 1/4 of Section 23, T7N - R1E, Madison County, Mississippi, more particularly described as follows:

Commencing at an iron pin marking the Southwest corner of Lot 6, Stillwood Subdivision as recorded and filed in Plat Cabinet E at Slide 52-B at the Chancery Clerk's office in Canton, Madison County, Mississippi, run thence North 0 degrees 09 minutes 59 seconds East, 124.07 feet along the West line of said Lot 6 to an iron pin marking the Point of Beginning of the property herein described. From the Point of Beginning, continue thence North 0 degrees 09 minutes 59 seconds East, 155.95 feet, along the West line of said Lot 6 to an iron pin marking the Northwest corner of said Lot 6; thence run Due East for a distance of 223.06 feet, along the North line of said Lot 6 to an iron pin on the West right-of-way of Stillwood Drive; thence run along said road in a curve to the left having a radius = 85.00 feet, a length = 34.12 feet, a chord bearing = South 0 degrees 51 minutes 31 seconds West, and a chord length = 33.90 feet; thence continue along road South 11 degrees 23 minutes 21 seconds East, 43.97 feet; thence continue along said road in a curve to the left having a radius = 75.00 feet, a length = 31.53 feet, a chord bearing = South 23 degrees 26 minutes 03 seconds East and a chord length = 31.30 feet, to an iron pin marking the Southeast corner of said Lot 6; thence leaving said road and Southeast corner of said Lot 6, run south 78 degrees 22 minutes 13 seconds West 249.25 feet, to the Point of Beginning, containing 0.69 acre more or less.

AND ALSO: A perpetual non-exclusive right of way and easement for ingress and egress on, over and across Stillwood Drive as shown on the Plat for Stillwood Subdivision referenced above, and Butler Lane as described follows, to-wit:

A strip of land 30 feet in width evenly off of the North side of S 1/2 NE 1/4 SE 1/4 and NW 1/4 SE 1/4 of Section 23; and a certain tract or parcel of land lying and being situated in NE 1/4 NW 1/4 SE 1/4 of said Section 23, described as beginning at an iron pin marking the Southwest corner of the NE 1/4 NW 1/4 SE 1/4 of Section 23, thence North 00 degrees 07 minutes East for a distance of 20 feet to an iron pin, thence South 74 degrees 27 minutes East for a distance of 72.6 feet to an iron pin, thence South 89 degrees 34 minutes West for a distance of 70 feet to the aforesaid point of beginning; all in Section 23, Township 7 North, Range 1 East.

TRACT 14

Lot 3, Stillwood Subdivision, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Cabinet E at Slide 52B, reference to which map or plat is hereby made in aid of and as a part of this description.

AND ALSO a perpetual non-exclusive right of way and easement for ingress and egress on, over and across Stillwood Drive as shown on the Plat for Stillwood Subdivision referenced above, and Butler Lane as described follows, to-wit:

A strip of land 30 feet in width evenly off of the North side of S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ and NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 23; and a certain tract or parcel of land lying and being situated in NE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 23, described as beginning at an iron pin marking the Southwest corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 23, thence North 00 degrees 07 minutes East for a distance of 20 feet to an iron pin, thence South 74 degrees 27 minutes East for a distance of 72.6 feet to an iron pin, thence South 89 degrees 34 minutes West for a distance of 70 feet to the aforesaid point of beginning; all in Section 23, Township 7 North, Range 1 East.

TRACT 15

Lot 2, Stillwood Subdivision, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Cabinet E at Slide 52B, reference to which map or plat is hereby made in aid of and as a part of this description.

AND ALSO a perpetual non-exclusive right of way and easement for ingress and egress on, over and across Stillwood Drive as shown on the Plat for Stillwood Subdivision referenced above, and Butler Lane as described follows, to-wit:

A strip of land 30 feet in width evenly off of the North side of S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ and NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 23; and a certain tract or parcel of land lying and being situated in NE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 23, described as beginning at an iron pin marking the Southwest corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 23, thence North 00 degrees 07 minutes East for a distance of 20 feet to an iron pin, thence South 74 degrees 27 minutes East for a distance of 72.6 feet to an iron pin, thence South 89 degrees 34 minutes West for a distance of 70 feet to the aforesaid point of beginning; all in Section 23, Township 7 North, Range 1 East.

TRACT 16

Lot 1, Stillwood Subdivision, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Cabinet E at Slide 52B, reference to which map or plat is hereby made in aid of and as a part of this description.

AND ALSO a perpetual non-exclusive right of way and easement for ingress and egress on, over and across a strip of land described as follows, to-wit:

A strip of land 30 feet in width evenly off of the North side of S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ and NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 23; and a certain tract or parcel of land lying and being situated in NE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 23, described as beginning at an iron pin marking the Southwest corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 23, thence North 00 degrees 07 minutes East for a distance of 20 feet to an iron pin, thence South 74 degrees 27 minutes East for a distance of 72.6 feet to an iron pin, thence South 89 degrees 34 minutes West for a distance of 70 feet to the aforesaid point of beginning; all in Section 23, Township 7 North, Range 1 East.

TRACT 17

A parcel of land situated in the NE 1/4 of the NW 1/4 of the SW 1/4 of Section 23, Township 7 North, Range 1 East, Madison County, Mississippi and being more particularly described as follows:

Commence at the Southeast corner of the NW 1/4 of the SE 1/4 of Section 23, Township 7 North, Range 1 East, Madison County Mississippi, run thence North 682.1 feet to a concrete marker; run thence S89°34'00"W 328.34 feet to a found iron pin and the Point of Beginning; run thence S89°34'00"W 332.06 feet to an iron pin; run thence N0°07'00"E 177.29 feet to an iron pin; thence N89°34'00"E 331.35 feet to an iron pin; run thence S0°06'47"E 177.28 feet to an iron pin and the Point of Beginning. This parcel contains 1.3500 acres more or less.

A parcel of land situated in the NE 1/4 of the NW 1/4 of the SE 1/4 of Section 23, Township 7 North, Range 1 East, Madison County, Mississippi and being more particularly described as follows:

Commence at the Southeast corner of the NW 1/4 of the SE 1/4 of Section 23, Township 7 North, Range 1 East, Madison County, Mississippi and run North 682.1 feet to a concrete marker; run thence S89°34'00"W 417.02 feet to the Point of Beginning of the centerline of a 26 foot easement for a private street; run thence along the centerline of said 26 foot easement for the private street the following bearings and distances; thence N10°44'16"W 66.03 feet; thence N17°53'29"W 154.21 feet to the beginning of a curve to the right; said curve has a delta of 53°44'50", a radius of 69.86 feet, an arc length of 65.53 feet, and a chord bearing and distance of N8°58'55"E 63.16 feet; thence N35°50'49"E 22.02 feet to the beginning of a curve to the left; said curve has a delta of 100°42'37", a radius of 87.57, an arc length of 153.92 feet, and a chord bearing and distance of N14°29'58"W 134.86 feet to the Point of Terminus.

TRACT 18

NE ¼ NW ¼ SE ¼ OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 1 EAST, MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:

COMMENCING AT THE SOUTHEAST CORNER OF THE NW ¼ OF THE SE ¼ OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 1 EAST, MADISON COUNTY, MISSISSIPPI; THENCE NORTH 682.1 FEET TO A CONCRETE MARKER; SAID MARKER BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE SOUTH 89°34' WEST FOR A DISTANCE OF 660.4 FEET TO AN IRON PIN; THENCE NORTH 00°07' EAST FOR A DISTANCE OF 671.1 FEET TO AN IRON PIN; THENCE SOUTH 89°57' EAST FOR A DISTANCE OF 659.1 FEET TO AN IRON PIN; THENCE SOUTH 665.6 FEET TO THE AFORESAID POINT OF BEGINNING, AND CONTAINING 10.12 ACRES, MORE OR LESS.

AND ALSO:

A PERPETUAL NON-EXCLUSIVE RIGHT OF WAY AND EASEMENT FOR INGRESS AND EGRESS ON, OVER AND ACROSS A STRIP OF LAND DESCRIBED AS FOLLOWS, TO-WIT:

A STRIP OF LAND 30 FEET IN WIDTH EVENLY OFF OF THE NORTH SIDE OF S ½ NE ¼ SE ¼ AND SE ¼ NW ¼ SE ¼ OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 1 EAST, MADISON COUNTY, MISSISSIPPI.

AND ALSO:

A NON-EXCLUSIVE PERPETUAL EASEMENT FOR INGRESS AND EGRESS ON, OVER AND ACROSS THE LAND DESCRIBED AS FOLLOWS

A PARCEL OF LAND SITUATED IN THE NE ¼ OF THE NW ¼ OF THE SE ¼ OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 1 EAST, MADISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NW ¼ OF THE SE ¼ OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 1 EAST, MADISON COUNTY, MISSISSIPPI, AND RUN NORTH 682.1 FEET TO A CONCRETE MARKER; RUN THENCE S89°34'00" W 417.02 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 26 FOOT EASEMENT FOR A PRIVATE STREET; RUN THENCE ALONG THE CENTERLINE OF SAID 26 FOOT EASEMENT FOR THE PRIVATE STREET THE FOLLOWING BEARINGS AND DISTANCES; THENCE N10°44'16"W 66.03 FEET; THENCE N17°53'29"W 154.21 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; SAID CURVE HAS A DELTA OF 53°44'50", A RADIUS OF 69.86 FEET, AN ARC LENGTH OF 65.53 FEET, AND A CHORD BEARING AND DISTANCE OF N8°58'55"E 63.16 FEET; THENCE N35°50'49"E 22.02 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; SAID CURVE HAS A DELTA OF 100°42'37", A RADIUS OF 87.57M AN ARC LENGTH OF 153.92 FEET, AND A CHORD BEARING AND DISTANCE OF N14°29'58"W 134.86 FEET TO THE POINT OF TERMINUS.

LESS AND EXCEPT:

E ½ OF THE NE ¼ OF THE NW ¼ OF THE SE ¼ OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 1 EAST; ALSO BEING MORE PARTICULARLY DESCRIBED AS THE EAST ½ OF THE FOLLOWING DESCRIBED PROPERTY;

COMMENCING AT THE SOUTHEAST CORNER OF THE NW ¼ OF THE SE ¼ OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 1 EAST, MADISON COUNTY, MISSISSIPPI, THENCE NORTH 682.1 FEET TO A CONCRETE MARKER, SAID MARKER BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE SOUTH 89 DEGREES 34 MINUTES WEST FOR A DISTANCE OF 660.4 FEET TO AN IRON PIN; THENCE NORTH 00 DEGREES 07 MINUTES EAST FOR A DISTANCE OF 671.1 FEET TO AN IRON PIN; THENCE SOUTH 89 DEGREES 57 MINUTES EAST FOR A DISTANCE OF 659.3 FEET TO AN IRON PIN; THENCE SOUTH 665.6 FEET TO THE AFORESAID POINT OF BEGINNING, BEING THAT SAME PROPERTY CONVEYED IN DEED BOOK 325, PAGE 227.

AND ALSO LESS AND EXCEPT:

A PARCEL OF LAND SITUATED IN THE NE ¼ OF THE NW ¼ OF THE SW ¼ OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 1 EAST, MADISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NW ¼ OF THE SE ¼ OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 1 EAST, MADISON COUNTY, MISSISSIPPI, RUN THENCE NORTH 682.1 FEET TO A CONCRETE MARKER; RUN THENCE S89°34'00"W 328.34 FEET TO A FOUND IRON PIN AND THE POINT OF BEGINNING; RUN THENCE S89°34'00"W 332.06 FEET TO AN IRON PIN; RUN THENCE N0°07'00"E 177.29 FEET TO AN IRON PIN; THENCE N89°34'00"E 331.35 FEET TO AN IRON PIN; RUN THENCE S0°06'47"E 177.28 FEET TO AN IRON PIN AND THE POINT OF BEGINNING. THIS PARCEL CONTAINS 1.3500 ACRES, MORE OR LESS, AND CONVEYED PREVIOUSLY TO CHARLOTTE P. SMITH.

TRACT 19

E ½ of the NE ¼ of the NW ¼ of the SE ¼ of Section 23, Township 7 North, Range 1 East

Also being more particularly described as the East ½ of the following described Property:

Commencing at the southeast corner of the NW ¼ of the SE ¼ of Section 23, Township 7 North, Range 1 East, Madison County, Mississippi; thence North 682.1 feet to a concrete marker; said marker being the point of beginning of the property herein described; then South 89 degrees, 34 minutes West for a distance of 660.4 feet to an iron pin; thence North 00 degrees, 07 minutes East for a distance of 671.1 feet to an iron pin; thence South 89 degrees, 57 minutes East for a distance of 659.1 feet to an iron pin; thence South 665.6 to the aforesaid point of beginning.

AND ALSO a perpetual non exclusive right of way and easement for ingress and egress on, over and across a strip of land described as follows, to-wit:

A strip of land 30 feet in width evenly off of the North side of S ½ of the NE ¼ of the SE ¼ and the SE ¼ of the NW ¼ of the SE ¼ of the Section 23, Township 7 North, Range 1 East, Madison County, Mississippi.

TRACT 20

A certain parcel of land situated in the South half (S1/2) of the Northwest quarter (NW1/4) of the Northeast quarter (NE1/4) of the Southeast quarter (SE1/4) of Section 23, Township 7 North, Range 1 East, Madison County, Mississippi, and being more particularly described as follows:

Commence at a concrete post marker at the Southwest (SW) corner of the Northwest quarter (NW1/4) of the Northeast quarter (NE1/4) of the Southeast quarter (SE1/4) of said Section 23, Township 7 North, Range 1 East, Madison County, Mississippi; thence run N 89°51' E for a distance of 264.00 feet to an iron pin, said pin being the point of beginning of the property described herein; thence run North for a distance of 329.3 feet to an iron pin; thence run East for a distance of 396.0 feet to an iron pin; thence run South for a distance of 328.3 feet to an iron pin; thence run South 89°51' West for a distance of 396.0 feet to the aforesaid point of beginning and containing three (3) acres, more or less.

Together with all of Grantor's right, title and interest in and to the easement dated March 18, 1991, and recorded in Book 281 at Page 450.

TRACT 21

NORTH PARCEL: Being situated in the Southeast 1/4 of Section 23, Township 7 North, Range 1 East, Madison County, Mississippi, and being more particularly described by metes and bounds as follows:

Commence at the Northwest corner of the said Southeast 1/4 of Section 23, run thence South 89°51'30" East for a distance of 1318.66 feet along the midline of the said Section 23 to an iron pin; thence continue South 89°51'30" East for a distance of 1287.44 feet along the said midline of Section 23 to the Westerly right-of-way line of Richardson Road; thence South 0°15' West for a distance of 261.97 feet along the said Westerly right-of-way line of Richardson Road to the POINT OF BEGINNING for the parcel herein described; thence continue South 0°15' West for a distance of 200.0 feet along the said Westerly right-of-way line of Richardson Road; thence leaving said Westerly right-of-way line and run South 89°58'30" West for a distance of 435.60 feet; thence North 0°15' East for a distance of 200.0 feet; thence North 89°58'30" East for a distance of 435.60 feet to the POINT OF BEGINNING for the parcel herein described, containing 2.0 acres more or less.

SOUTH PARCEL: Being situated in the Southeast 1/4 of Section 23, Township 7 North, Range 1 East, Madison County, Mississippi, and being more particularly described by metes and bounds as follows:

Commence at the Northwest corner of the said Southeast 1/4 of Section 23, run thence South 89°51'30" East for a distance of 1318.66 feet along the midline of the said Section 23 to an iron pin; thence continue South 89°51'30" East for a distance of 1287.44 feet to the Westerly right-of-way line of Richardson Road; thence South 0°15' West for a distance of 261.97 feet along the said Westerly right-of-way line of Richardson Road to the POINT OF BEGINNING for the parcel herein described; thence continue South 0°15' West for a distance of 200.0 feet along the said Westerly right-of-way line of Richardson Road; thence leave said Westerly right-of-way line and run South 89°58'30" West for a distance of 435.60 feet; thence North 0°15' East for a distance of 200.0 feet; thence North 89°58'30" East for a distance of 435.60 feet to the POINT OF BEGINNING, containing 2.0 acres more or less.

EXHIBIT "B"

DESCRIPTION – TRACT NO. 1

A strip of land thirty feet (30') in width evenly off the North side of South Half of the Northeast Quarter of the Southeast Quarter and Southeast Quarter of Northwest Quarter of Southeast Quarter of Section 23, Township 7 North, Range 1 East, Madison County, Mississippi.

DESCRIPTION – TRACT NO. 2

A parcel or tract of land, containing **0.0139 acres (604.04 Sq. Ft.)**, more or less, lying and being situated in the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 23, T7N-R1E, Madison County, Mississippi, being a part of the Jay W. Powell and Candace H. Powell property as described in Deed Book 3009 at Page 24 of the Records of the Office of the Chancery Clerk of said Madison County, at Canton, Mississippi, and being more particularly described as follows:

COMMENCING at an iron pin lying at the SE corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 23, T7N-R1E, Madison County, Mississippi; run thence

North for a distance of 682.10 feet to the NE corner of the Jay W. Powell and Candace H. Powell property as described in Deed Book 2268 at Page 794 of the Records of said Madison County, Mississippi; thence

South 89 degrees 34 minutes 00 seconds West along the Northerly boundary of said Powell property, for a distance of 328.67 feet to the NW corner, thereof, said point also lying at the NE corner of the James W. O'Mara and Shawn M. O'Mara property as described in Deed Book 2848 at Page 326 of the Records of said Madison County, Mississippi; thence

Continue South 89 degrees 34 minutes 00 seconds West along the Northerly boundary of said O'Mara property, for a distance of 305.34 feet to the **POINT OF BEGINNING** of the herein described property; thence

Continue South 89 degrees 34 minutes 00 seconds West along the Northerly boundary of said O'Mara property, for a distance of 26.36 feet to the NW corner, thereof, said point also lying at the NE corner of the Edward Lee Gieger, Jr. and Carole G. Gieger property as described in Deed Book 409 at Page 398 of the Records of said Madison County, Mississippi; thence

North 00 degrees 07 minutes 00 seconds East for a distance of 2.08 feet to Southerly boundary of Stillwood Subdivision, as referenced on map or plat of same in Plat Cabinet E at Slot 52-B of the Records of said Madison County, Mississippi; thence

North 89 degrees 37 minutes 13 seconds East along the Southerly boundary of said Stillwood Subdivision, for a distance of 1.25 feet to the SE corner, thereof; thence

North 00 degrees 09 minutes 30 seconds East along the Easterly boundary of said Stillwood Subdivision, for a distance of 45.82 feet; thence

Leaving the Easterly boundary of said Stillwood Subdivision, run South 27 degrees 38 minutes 12 seconds East for a distance of 53.85 feet to the **POINT OF BEGINNING** of the above described parcel or tract of land.

DESCRIPTION – TRACT NO. 3

A parcel or tract of land, containing **0.0167 acres (726.19 Sq. Ft.)**, more or less, lying and being situated in the NW ¼ of the SE ¼ of Section 23, T7N-R1E, Madison County, Mississippi, and being more particularly described as follows:

COMMENCING at an iron pin lying at the SE corner of the NW ¼ of the SE ¼ of said Section 23, T7N-R1E, Madison County, Mississippi; run thence

North for a distance of 682.10 feet to the NE corner of the Jay W. Powell and Candace H. Powell property as described in Deed Book 2268 at Page 794 of the Records of said Madison County, Mississippi; thence

South 89 degrees 34 minutes 00 seconds West along the Northerly boundary of said Powell property, for a distance of 328.67 feet to the NW corner, thereof, said point also lying at the NE corner of the James W. O'Mara and Shawn M. O'Mara property as described in Deed Book 2848 at Page 326 of the Records of said Madison County, Mississippi; thence

Continue South 89 degrees 34 minutes 00 seconds West along the Northerly boundary of said O'Mara property, for a distance of 305.34 feet; thence

Continue South 89 degrees 34 minutes 00 seconds West along the Northerly boundary of said O'Mara property, for a distance of 26.36 feet to the NW corner, thereof, said point also lying at the NE corner of the Edward Lee Gieger, Jr. and Carole G. Gieger property as described in Deed Book 409 at Page 398 of the Records of said Madison County, Mississippi, and **POINT OF BEGINNING** of the herein described property; thence

North 00 degrees 07 minutes 00 seconds East for a distance of 2.08 feet to Southerly boundary of Stillwood Subdivision, as referenced on map or plat of same in Plat Cabinet E at Slot 52-B of the Records of said Madison County, Mississippi; thence

South 89 degrees 37 minutes 13 seconds West along the Southerly boundary of said Stillwood Subdivision, for a distance of 30.96 feet to an iron pin at the SE corner of Lot 8 of said Stillwood Subdivision; thence

Leaving the Southerly boundary of said Stillwood Subdivision, run South 27 degrees 38 minutes 12 seconds East for a distance of 2.37 feet to the Northerly boundary of the above referenced Gieger property; thence

Leaving the Northerly boundary of said Gieger property, run South 27 degrees 38 minutes 12 seconds East for a distance of 33.73 feet; thence

North 89 degrees 34 minutes 00 seconds East for a distance of 14.32 feet to the Easterly boundary of said Gieger property; thence

North 00 degrees 12 minutes 00 seconds West along the Easterly boundary of said Gieger property, for a distance of 30.00 feet to the **POINT OF BEGINNING** of the above described parcel or tract of land.



MEMORANDUM

To: The Mayor and Board of Alderman

From: Cynthia James, EI, CFM 

Date: September 17, 2014

Re: Authorization for Contract Extension of Phase II Stormwater Implementation

The Public Works Department requests your authorization for extension of the contract with Allen Engineering and Science (AllenES) for the City's FY 2015 –FY 2017 implementation of the Phase II Stormwater Management Program. The estimated fee for FY 2015 is not to exceed \$15,450. The implementation fees for subsequent Years (FY 2016-FY 2017) will be subject to a 3% annual increase.

mailing address: p.o. box 217 • ridgeland, ms 39158
street address: 304 highway 51 • ridgeland, ms 39157
ph: 601.853.2027 • fax: 601.853.2019 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • John M. McCollum - director of public works

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



September 5, 2014

Ms. Cynthia James, Senior Civil Engineer
Department of Public Works
City of Ridgeland
Post Office Box 217
Ridgeland, Mississippi 39157

Re: Contract Extension for the City of Ridgeland Phase II Stormwater Implementation

Dear Ms. James:

Allen Engineering and Science (AllenES) is pleased to provide this proposal regarding continued implementation of the City of Ridgeland's Stormwater Management Program. This proposal is designed to outline the scope of work and costs associated with implementation of the City's Phase II Stormwater Program. The proposed contract will become effective on October 1, 2014 and will extend through September 30, 2015, coinciding with the City's fiscal year calendar. Per "The City of Ridgeland Phase II Stormwater Implementation" proposal dated September 3, 2012 from AllenES (formerly Eco-Systems, Inc.) to the City of Ridgeland, please accept this contract as our written desire to continue assisting the City with the implementation of the City's Stormwater Management Program subject to the approval of the Mayor and Board of Aldermen. Furthermore, we would like to request for contract extensions for the 2016 and 2017 fiscal years. AllenES appreciates the opportunity to provide continued service to the City of Ridgeland.

SCOPE OF WORK

AllenES proposes to assist the City of Ridgeland with implementation of the Stormwater Management Program from October 1, 2014 through September 30, 2015 with the 2014 Annual Report due to MDEQ on January 28, 2015. For each year of the proposed contract, AllenES will assist the City with implementation by providing the tasks associated with each of the six minimum measures listed below:

- Public Education
- Public Involvement and Participation
- Illicit Discharge Detection and Elimination
- Construction Stormwater Management
- Post Construction Stormwater Management
- Pollution Prevention and Good Housekeeping



Specific elements of the scope of work are detailed in the existing Management Plan and include but are not limited to the following: education of City employees, elected officials, and building contractors; conducting semi-annual inspections of water quality within the City, facilitation of quarterly Task Force meetings, and assisting with other programmatic and administrative elements of the program. AllenES will also act as a liaison for the City of Ridgeland and the Mississippi Department of Environmental Quality when necessary. It should be understood that 2013 marked the end of the second permitting cycle through the EPA Phase II Stormwater Program. Permit renewal and reauthorization may require modifications to the scope of work as outlined below. In this event, AllenES will meet with the City to discuss scope changes and reach an agreement on a modified scope of work as required and necessary.

In general terms, the scope of work for on-going implementation will include:

- Assist the City with the following Public Education measures:
 - Provide Growth Readiness Training to municipal officials.
 - Coordinate the children's outreach efforts.
 - Provide educational information for community outreach efforts.
 - Update stormwater materials for the City website and newsletter.
- Assist the City with the following Public Involvement measures:
 - Participate in stormwater task force meetings.
 - Provide logistical support community involvement activities as outlined in the most current Stormwater Management Plan.
- Assist the City with the following Illicit Discharge Detection and Elimination measures:
 - Review current ordinances to ensure compliance with MDEQ recommendations.
 - Provide training to employees on the identification of and elimination procedures for illicit discharges and illegal connections.
 - Provide logistical support for updates to storm sewer mapping for the City.
 - Conduct semi-annual dry weather screenings of conveyances for the presence of illicit discharges and other water quality concerns.
- Assist the City with the following Construction Stormwater measures:
 - Review current ordinances to ensure compliance with MDEQ recommendations.
 - Provide developer/contractor training.
 - Provide training to permitting and inspection staff on the latest policies, ordinances, and inspection procedures for effective construction stormwater monitoring.
 - Coordinate with the MDEQ on the latest ESC standards.
- Assist the City with the following Post Construction Stormwater measures:
 - Review current ordinances to ensure compliance with MDEQ recommendations.
 - Update and Maintain Post-Construction Database as new facilities are built.
 - Provide training to municipal employees on post-construction BMP inspection procedures.



- Assist the City with the following Pollution Prevention measures:
 - Provide training to municipal employees based on the Stormwater Pollution Prevention Plan and spill prevention and response plans.
 - Compile the required annual report for the MDEQ.
- Water Quality Monitoring
 - We anticipate the new (2014) State MS4 Permit to require some form of periodic water quality monitoring. As part of your Management Plan update, AllenES will work with you to create a monitoring program consistent with State and federal requirements.
 - As part of our ongoing implementation services, AllenES will assist you with ongoing monitoring per the provisions of your new Management Plan

As a general practice, AllenES will communicate with the City on a monthly basis to discuss implementation progress. This meeting will also provide an opportunity to discuss any challenges and/or issues that may arise through the implementation process to allow the project team to address these issues in a timely manner.

We anticipate development of a modified Stormwater Management Plan in late 2014 to early 2015 to secure permit reauthorization and recoverage for the City. This process will include development of the modified management plan, preparation of a Notice of Intent (NOI) to MDEQ, and submittal of these documents to MDEQ for review and approval. AllenES developed the previous two plans and permit applications for the City of Ridgeland and proposes to develop the upcoming plan and permit application next year.

PROJECT SCHEDULE

AllenES will initiate implementation of Ridgeland's Stormwater Management Program upon client approval. Work under this contract will begin on October 1, 2014 and will continue through September 30, 2015.

COST ESTIMATE

AllenES will perform the proposed scope of work for FY 2015 implementation on a time and materials basis for an estimated fee not to exceed \$15,450.00. This cost is based on the assumption that AllenES will not perform current maintenance and routine inspection activities. The proposed costs also do not include services related to anticipated MDEQ/EPA monitoring requirements. At a point in which we are all fully knowledgeable of these pending requirements and the level of effort required, AllenES will discuss with the City additional fees that may be necessary to assist with this component of program implementation. In addition, AllenES will prepare the modified Stormwater Management Plan and NOI on a lump sum basis for a fee not to exceed \$20,000. Implementation fees for subsequent years (FY 2016 – FY 2017) will be subject to a 3% annual increase. A breakdown of the proposed costs is as follows:



- FY 2015 Program Implementation \$15,450
- FY 2016 Program Implementation \$15,910
- FY 2017 Program Implementation \$16,390
- Plan modification and permit preparation: \$20,000

Invoices will be prepared and submitted on a monthly basis our terms are standard 30 days net. Understanding the schedules involved with agenda setting and preparation of claims dockets for the City, we will make every effort to transmit invoices with ample time for preparation of materials for the next regularly scheduled Board meeting. In addition, all invoices will be transmitted with a project status memo outlining work completed during the applicable billing cycle.

CLOSING

AllenES appreciates the opportunity to submit this proposal to you. Please give me a call at (601) 936-4440, ext. 307 should you have any questions. We look forward to assisting you with this project.

Sincerely,
Allen Engineering and Science

Paul Lanning, RLA
Landscape Architect

Authorization

Please sign and date in the space provided below if this proposal is acceptable. The effective date of this project will be October 1, 2014. Please return a signed copy to us upon authorization. You may return the signed authorization back to us by fax at (601) 936-4463 or by email at planning@allenes.com.

Authorized by _____ on this _____ day of _____, 2014.

Signature: _____

Title: _____

Attest (if necessary): _____



public works

Memorandum

To: Mayor and Board of Alderman

From: Mike McCollum, Public Works Director

Date: October 1, 2014

Re: SBA Communications Corporation Amendment to Site Lease Agreement (Central Fire Station Tower)

We request that the Mayor and Board of Alderman approve SBA's request to amend the terms of their current lease at the Central Fire Station location on Town Centre Boulevard. Their current lease expires in April 2025 at a rate of \$14,097.93 plus a 3% escalator per year. SBA's proposed amendment has 3- five year renewals that if all are exercised will end the contract in 2031 with all other provisions of the original lease being the same.

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

mailing address: p.o. box 217 • ridgeland, ms 39158
street address: 304 highway 51 • ridgeland, ms 39157
ph: 601.853.2027 • fax: 601.853.2019 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • John M. McCollum - director of public works

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

Pyle, Mills, Dye & Pittman

ATTORNEYS AT LAW

800 AVERY BOULEVARD NORTH, SUITE 101
RIDGELAND, MISSISSIPPI 39157

James H. Gabriel

Telephone:
(601) 957-2600
Telecopier:
(601) 957-7440

MEMORANDUM

TO: Mike McCollum

FROM: James H. Gabriel 

DATE: October 1, 2014

RE: SBA Communications Corporation Amendment to Site Lease Agreement

Enclosed herewith please find the packet from SBA that you delivered to me in late June. I have reviewed the documents pursuant to my letter of May 29, 2014, and find that they have corrected all of the areas I noted. Primarily they are requesting that the present lease be extended by three (3) additional five (5) year periods, the first two of which would be automatic and the third would be at SBA's option.

The documents are ready to present to the Mayor and Board for their determination of whether they want to extend the lease as requested.

Do not use the form Consent of Shareholder sent by SBA. Send them a copy of Minutes/Order approving the Amendment, if the Board of Aldermen decide to do it.

Should you or the Board have any questions concerning this, please do not hesitate to contact me.

JHG/mmh
Enclosure(s)

cc: Mayor Gene F. McGee (w/o enc.)
Paula Tierce (w/o enc.)
Jerry L. Mills, Esq. (w/o enc.)



SBA Communications Corporation
5900 Broken Sound Parkway NW
Boca Raton, FL 33487-2797

T + 561.995.7670
F + 561.995.7626

sbasite.com

June 20, 2014

**** Via FedEx Overnight ****

City of Ridgeland, Mississippi
Attn: Mike McCollum
304 Highway 51
Ridgeland, MS 39157
(601) 856-7113

Re: Amendment to Site Lease Agreement (Land)
MS11273-A/Ridgeland 4, MS

Dear Ground Owner:

Enclosed please find three (3) partially signed original Amendment to Site Lease Agreement (Land) for the above mentioned site.

Please have all three (3) original documents executed, witnessed by two (2) non-involved separate witnesses and notarized where indicated and return two (2) to SBA, for your convenience we have enclosed prepaid envelope. Please use **BLACK INK** when signing documents.

*Also, please return the applicable document(s) (i.e. Resolution, Written Consent, Trust Agreement) giving the signor(s) the authority to execute the enclosed Amendment on behalf of the Lessor/Landlord **OR** execute the enclosed Written Consent provided herein.*

If you have any questions regarding the enclosed documents or instructions above, please feel free to contact your Real Estate Acquisition Specialist, Maryann Manolas (800) 487-7483 x7877.

Thank you and have a great day.

Sincerely,

Erika Lebrini

Real Estate Closing Administrator

Enclosure(s)

Prepared by: Karen Mello
After recording return to: Khreshmore Spence
SBA Network Services, LLC
5900 Broken Sound Parkway, NW. 3rd Floor
Boca Raton, FL 33487-2797
Ph: 1-800-487-7483 ext. 9585

INDEXING INSTRUCTIONS:
Lot 2, Block 38, HIGHLAND COLONY
SUBDIVISION OF S32, T7N, R2E

Parcel ID: 0721-32B-006/02

AMENDMENT TO SITE LEASE AGREEMENT (LAND)

THIS AMENDMENT TO SITE LEASE AGREEMENT (LAND) ("Amendment") is executed this _____ day of _____, 2014, by and between **CITY OF RIDGELAND, MISSISSIPPI, a Mississippi municipal corporation**, having an address at 304 Highway 51, Ridgeland, Mississippi 39157 ("Lessor") and **SBA TOWERS II LLC, a Florida limited liability company**, having a principal office located at 5900 Broken Sound Parkway, NW, Boca Raton, Florida 33487-2797 ("Lessee").

WHEREAS, Lessor and Nextel WIP Lease Corp., a Delaware corporation d/b/a Nextel Partners, Inc. entered into that certain Site Lease Agreement (Land), dated March 8, 2001, as evidenced by that certain Memorandum of Site Lease Agreement recorded in Book 486, Page 178 and ultimately assigned to Lessee f/k/a SBA Acquisition 2008 LLC, a Delaware limited liability company by instrument recorded in Book 2357, Page 780 of the Public Records of Madison County, Mississippi (collectively, "Lease") for Lessee's use of a portion of the real property ("Premises") located at 458 Towne Center Boulevard, Ridgeland, Mississippi 39157 ("Property"), being more particularly described in the attached Exhibit "B"; and

WHEREAS, Lessor and Lessee desire and intend to amend and supplement the Lease as provided herein.

NOW, THEREFORE, for good and valuable consideration of One Hundred and no/100 Dollars (\$100.00), the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant, agree and bind themselves to the following modifications to the Lease:

1. **Section 2. Term**, of the Lease is hereby amended as follows:

2(b) is hereby amended to include:

In addition to the Renewal Terms as referenced in the Lease, the Lease is hereby amended to include three (3) additional successive terms of five (5) years (each an "Additional Renewal Term"). The first and second Additional Renewal Term shall be deemed automatically extended, unless Lessee notifies Lessor of its intention not to renew the Lease at least sixty (60) days prior to the commencement of the succeeding Additional Renewal Term. The third Additional Renewal Term shall not be deemed extended until written notification is sent to Lessee by Lessor, which shall be sent no fewer than six (6) months prior to the commencement date of the third Additional Renewal Term. The first Additional Renewal Term shall commence on April 1, 2026 ("Additional Renewal Term Commencement Date"), upon the expiration of the Renewal Term expiring on March 31, 2026.

2(c) is hereby deleted in its entirety and amended as follows:

If Lessee shall remain in possession of the Premises at the expiration of the Initial Term of this Lease or any Renewal Term (or Additional Renewal Term) without a written Lease, such use shall be deemed a month-to-month use under the same terms and conditions of this Lease except that the Lease Fees shall be in the amount of 150%. Nothing contained herein shall grant Lessee the right to hold/over after the term of this Lase has expired.

2. **Section 22. Notices**, of the Lease is hereby amended as follows:

If to Lessor:

City of Ridgeland, Mississippi
Attn: Mayor
304 Highway 51
Ridgeland, Mississippi 39157

If to Lessee:

SBA Towers II LLC
Attn: Site Administration
5900 Broken Sound Parkway, NW
Boca Raton, FL 33487-2797
Re: MS11273-A/Ridgeland 4, MS

3. Capitalized terms not defined in this Amendment will have the meaning ascribed to such terms in the Lease.
4. This Lease will be governed by and construed and enforced in accordance with the laws of the state in which the Property is located without regard to principles of conflicts of law.
5. Except as specifically set forth in this Amendment, the Lease is otherwise unmodified and remains in full force and effect and is hereby ratified and reaffirmed. In the event of any inconsistencies between the Lease and this Amendment, the terms of this Amendment shall take precedence.
6. Lessor represents and warrants to Lessee that the Lessor is the sole owner in fee simple title to the Premises and easements and the Lessor's interest under the Lease and that consent or approval of no other person is necessary for the Lessor to enter into this Amendment. Lessee represents that is has a valid leasehold interest in the Premises and that no consent or approval is necessary for Lessee to enter into this Amendment.
7. This Amendment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Lease.
8. Lessee shall have the right to record this Amendment.

[The remainder of this page is intentionally left blank. Signatures to follow.]

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

ATTEST:

LESSOR:

**CITY OF RIDGELAND, MISSISSIPPI,
a Mississippi municipal corporation**

Paula Tierce, City Clerk

By: _____
Gene F. McGee, Mayor

**STATE OF MISSISSIPPI
COUNTY OF _____**

Personally appeared before me, the undersigned authority in and for said county and state, on this _____ day of _____, 2014, within my jurisdiction, the within named Gene F. McGee and Paula Tierce, as Mayor and City Clerk of the City of Ridgeland, Mississippi, a Mississippi municipal corporation, who acknowledged that they executed the above and foregoing instrument after having been authorized to do so.

Notary Public

(NOTARY SEAL)

WITNESSES:

Karen Mello
Print Name: Karen Mello

Cassandra Connette
Print Name: Cassandra Connette

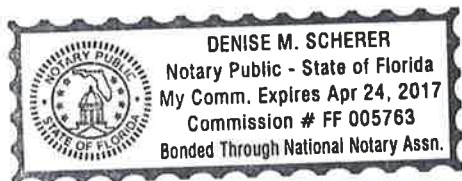
LESSEE:

SBA TOWERS II LLC, a Florida limited liability company

By: *[Signature]*
Alyssa Houlihan
Vice President, Site Leasing

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me on the 20 day of JUNE, 2014, by Alyssa Houlihan, Vice President, Site Leasing of SBA Towers II LLC, a Florida limited liability company, on behalf of the company and who is personally known to me.



(NOTARY SEAL)

Denise M. Scherer
Notary Public

Print Name: _____
My Commission Expires: _____

EXHIBIT 'A'

PREMISES

80'x80' LEASE AREA DESCRIPTION

BOOK 0486 PAGE

BEING SITUATED IN LOT 2, BLOCK 38, HIGHLAND COLONY SUBDIVISION OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 2 EAST, RIDGELAND, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF LOT 7, BLOCK 38, HIGHLAND COLONY SUBDIVISION, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 2 EAST, MADISON COUNTY, MISSISSIPPI, AND RUN THENCE N00°10'58"W FOR A DISTANCE OF 1306.89 FEET TO THE SOUTH BOUNDARY OF A PROPOSED 40 FOOT WIDE ROAD RIGHT OF WAY; THENCE RUN N89°55'41"E FOR A DISTANCE OF 341.45 FEET TO THE EAST LINE OF A 50 FOOT WIDE ROAD RIGHT OF WAY PRESENTLY KNOWN AS SPECIAL ASSESSMENT ROAD NUMBER 2, AS CONVEYED TO THE CITY OF RIDGELAND ON JUNE 7, 1985, BY DONALD B. MCGEHEE, ET AL; THENCE RUN S00°09'08"E ALONG SAID 50 FOOT WIDE ROAD RIGHT OF WAY FOR A DISTANCE OF 187.61 FEET TO A 1/2" REBAR, SAID REBAR MARKING THE NORTHWEST CORNER OF A CERTAIN PARCEL OF LAND CONVEYED TO THE CITY OF RIDGELAND AS RECORDED IN THE OFFICE OF THE CHANCERY CLERK OF MADISON COUNTY, CANTON, MISSISSIPPI, DEED BOOK 259, PAGE 466; THENCE RUN N89°55'41"E ALONG THE NORTH LINE OF THE AFORESAID PARCEL FOR A DISTANCE OF 225.61 FEET; THENCE RUN S00°12'34"E FOR A DISTANCE OF 25.05 FEET TO THE POINT OF BEGINNING OF THE LEASE AREA. FROM SAID POINT OF BEGINNING, RUN THENCE N89°55'41"E FOR A DISTANCE OF 80 FEET; THENCE RUN S00°12'34"E FOR A DISTANCE OF 80 FEET; THENCE RUN S89°55'41"W FOR A DISTANCE OF 80 FEET; THENCE RUN N00°12'34"W FOR A DISTANCE OF 80 FEET BACK TO THE POINT OF BEGINNING, CONTAINING 0.147 ACRES, MORE OR LESS; SAID BEARINGS BASED ON MISSISSIPPI WEST STATE PLANE GRID NORTH.

ACCESS EASEMENT DESCRIPTION

BOOK 0486 PAGE 1

BEING SITUATED IN LOT 2, BLOCK 38, HIGHLAND COLONY SUBDIVISION OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 2 EAST, RIDGELAND, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF LOT 7, BLOCK 38, HIGHLAND COLONY SUBDIVISION, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 2 EAST, MADISON COUNTY, MISSISSIPPI, AND RUN THENCE N00°10'58"W FOR A DISTANCE OF 1306.89 FEET TO THE SOUTH BOUNDARY OF A PROPOSED 40 FOOT WIDE ROAD RIGHT OF WAY; THENCE RUN N89°55'41"E FOR A DISTANCE OF 341.45 FEET TO THE EAST LINE OF A 50 FOOT WIDE ROAD RIGHT OF WAY PRESENTLY KNOWN AS SPECIAL ASSESSMENT ROAD NUMBER 2, AS CONVEYED TO THE CITY OF RIDGELAND ON JUNE 7, 1985, BY DONALD B. MCGEE, ET AL; THENCE RUN S00°09'08"E ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 187.61 FEET TO A 1/2" REBAR, SAID REBAR MARKING THE NORTHWEST CORNER OF A CERTAIN PARCEL OF LAND CONVEYED TO THE CITY OF RIDGELAND AS RECORDED IN THE OFFICE OF THE CHANCERY CLERK OF MADISON COUNTY, CANTON, MISSISSIPPI, DEED BOOK 259, PAGE 466; THENCE RUN N89°55'41"E ALONG THE NORTH LINE OF THE AFORESAID PARCEL FOR A DISTANCE OF 225.61 FEET; THENCE RUN S00°12'34"E FOR A DISTANCE OF 105.05 FEET; THENCE RUN N89°55'41"E FOR A DISTANCE OF 43.85 FEET TO THE CENTERLINE AND POINT OF BEGINNING OF A 25 FOOT WIDE ACCESS EASEMENT; THENCE RUN S00°04'19"E FOR A DISTANCE OF 263.14 FEET TO THE TERMINUS OF SAID 25 FOOT WIDE ACCESS EASEMENT, CONTAINING 0.15 ACRES, MORE OR LESS; SAID BEARINGS BASED ON MISSISSIPPI WEST STATE PLANE GRID NORTH.

UTILITY EASEMENT DESCRIPTION

BEING SITUATED IN LOT 2, BLOCK 38, HIGHLAND COLONY SUBDIVISION OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 2 EAST, RIDGELAND, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF LOT 7, BLOCK 38, HIGHLAND COLONY SUBDIVISION, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 2 EAST, MADISON COUNTY, MISSISSIPPI, AND RUN THENCE N00°10'58"W FOR A DISTANCE OF 1306.89 FEET TO THE SOUTH BOUNDARY OF A PROPOSED 40 FOOT WIDE ROAD RIGHT OF WAY; THENCE RUN N89°55'41"E FOR A DISTANCE OF 341.45 FEET TO THE EAST LINE OF A 50 FOOT WIDE ROAD RIGHT OF WAY PRESENTLY KNOWN AS SPECIAL ASSESSMENT ROAD NUMBER 2, AS CONVEYED TO THE CITY OF RIDGELAND ON JUNE 7, 1985, BY DONALD B. MCGEHEE, ET AL; THENCE RUN S00°09'08"E ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 187.61 FEET TO A 1/2" REBAR, SAID REBAR MARKING THE NORTHWEST CORNER OF A CERTAIN PARCEL OF LAND CONVEYED TO THE CITY OF RIDGELAND AS RECORDED IN THE OFFICE OF THE CHANCERY CLERK OF MADISON COUNTY, CANTON, MISSISSIPPI, DEED BOOK 259, PAGE 466; THENCE CONTINUE ALONG SAID 50 FOOT WIDE ROAD RIGHT OF WAY S00°09'08"E FOR A DISTANCE OF 11.69 FEET TO THE POINT OF BEGINNING; SAID POINT BEING THE CENTERLINE OF A 15 FOOT WIDE UTILITY EASEMENT; THENCE RUN S86°38'04"E FOR A DISTANCE OF 226.04 FEET TO THE TERMINUS OF SAID 15 FOOT WIDE UTILITY EASEMENT; CONTAINING 0.078 ACRES, MORE OR LESS; SAID BEARINGS BASED ON MISSISSIPPI WEST STATE PLANE GRID NORTH.

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-61100	RIDGELAND TOURISM COMMISS	118342	TOURISM TAX	I 201409225411	9/15/2014	133,711.56
			TOURISM TAX	001-000-101	133,711.56	
					=====	
					TOTAL =	133,711.56
					=====	

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-03495	MISS DEPARTMENT OF REVENUE	118343	AUGUST 2014 SALES TAX	I 201409225410	9/15/2014	14.08
			AUGUST 2014 SALES TAX	001-000-104	14.08	
=====						
TOTAL =						14.08
=====						

FUND TOTALS	
FUND NAME	TOTAL
=====	
001 GENERAL FUND	133,725.64
=====	
TOTALS FOR ALL FUNDS =	133,725.64

VENDOR		DOCKET	*-----INVOICE-----*				
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT	
01-00451	A P W A MS CHAPTER	118344	REGISTRATION	I 201409115400	9/03/2014	400.00	
			REGISTRATION	001-201-681	400.00		
01-00880	AAMCO #11711	118345	REPAIR TRANSMISSION	I 146047	9/15/2014	2,163.40	
			REPAIR TRANSMISSION	400-650-632	2,163.40		
01-01035	ACE BOLT & SCREW CO INC	118346	5/16 BOLT	I 261768	9/16/2014	35.42	
			5/16 BOLT	001-201-540	28.00		
			5/16 NUT	001-201-540	7.42		
01-04300	ACTS NOW INC	118347	REGISTRATION	I 1672	9/18/2014	1,098.00	
			CONFERENCE	400-650-681	598.00		
			LOCATOR TRAINING	400-650-681	500.00		
01-01350	ADCAMP INC	118348	1ST BAPT PRKG LOT REPAIR	I 34255	9/19/2014	5,802.69	
			MILLING OF ASPHLT SF	400-650-760	150.00		
			1-1/2" ASPH SURF COR	400-650-760	5,652.69		
01-02883	ADDISON, THOMAS E	118349	ADV TRAV: 10-21-14 - 10-26-14	I 201410035428	10/03/2014	282.90	
			ADV TRAV: 10-21-14 - 10-26-14	001-100-610	282.90		
01-01655	ADVANTAGE BUSINESS SYSTEM	118350	CORRM0: 09-17-14 - 10-16-14	I 95105	9/11/2014	234.02	
			CORRM0: 09-17-14 - 10-16-14	001-040-635	234.02		
01-01655	ADVANTAGE BUSINESS SYSTEM	118351	09-01-14 - 08-31-15 SERVICES	I 95618	9/24/2014	209.00	
			09-01-14 - 08-31-15 SERVICES	001-040-635	209.00		
01-01655	ADVANTAGE BUSINESS SYSTEM	118352	POSTAGE MACHINE INK - RED	I 95714	9/25/2014	131.56	
			POSTAGE MACHINE INK - RED	001-040-540	121.56		
			SHIPPING FEE	001-040-540	10.00		
01-02164	AETNA	118353	863057-10-00001: OCT 2014	I 201410035427	9/16/2014	2,811.66	
			863057-10-00001: OCT 2014	001-010-480	95.40		
			863057-10-00001: OCT 2014	001-020-480	95.40		
			863057-10-00001: OCT 2014	001-040-480	63.60		
			863057-10-00001: OCT 2014	001-040-480	10.60		
			863057-10-00001: OCT 2014	001-092-480	21.20		
			863057-10-00001: OCT 2014	001-040-480	10.60		
			863057-10-00001: OCT 2014	001-100-480	848.00		
			863057-10-00001: OCT 2014	001-160-480	614.80		
			863057-10-00001: OCT 2014	001-180-480	106.00		
			863057-10-00001: OCT 2014	001-201-480	349.80		
			863057-10-00001: OCT 2014	001-340-480	137.80		
			863057-10-00001: OCT 2014	005-101-480	31.80		
			863057-10-00001: OCT 2014	400-650-480	265.00		
			863057-10-00001: OCT 2014	404-650-480	10.60		
			863057-10-00001: OCT 2014	001-000-170	134.46		
			863057-10-00001: OCT 2014	005-000-170	1.66		
			863057-10-00001: OCT 2014	400-000-170	14.94		
			863057-10-00001: OCT 2014	404-000-170	0.00		

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-01685	AFFORDABLE TREE SERVICE	118354	LANDSCAPING PECAN TREES	I 201409235412 001-340-575	9/14/2014 900.00	900.00
01-03678	AFLAC GROUP INSURANCE	118355	9618: SEPT 2014 9618: SEPT 2014 9618: SEPT 2014 9618: SEPT 2014	I A040256200 001-000-171 005-000-171 400-000-171	9/30/2014 1,971.32 28.34 494.16	2,493.82
01-03952	AIRGAS USA LLC	118356	WELDING RODS 501b RODS FLINT RENEWAL HAZMAT	I 9031537477 400-650-540 400-650-540 400-650-540	9/16/2014 166.00 2.35 13.15	181.50
01-03952	AIRGAS USA LLC	118357	CYLINDER RENEWAL CYLINDER RENEWAL HAZMAT	I 9920882069 400-650-540 400-650-540	8/01/2014 96.00 15.60	111.60
01-02075	ALL METRO FENCE COMPANY	118358	INSTALL 6' FENCE INSTALL 6' FENCE	I 5197 404-650-603	9/09/2014 2,185.00	2,185.00
01-01251	AMERICAN ROOFING & CONSTR	118359	REPLACE ROOF AT STA #2 REPLACE ROOF AT STA #2	I 201409225408 001-160-720	9/15/2014 20,800.00	20,800.00
01-00304	AREGOOD TECHNOLOGIES, INC	118360	MONTHLY COPY FEES BLACK/WHITE COPIES COLORED COPIES	I AR68162 001-340-604 001-340-604	9/30/2014 31.61 110.72	142.33
01-01944	ATMOS ENERGY	118361	3013046088:08-23-14 - 09-23-14 3013046088:08-23-14 - 09-23-14	I 201410035429 001-160-630	9/23/2014 91.53	91.53
01-01944	ATMOS ENERGY	118362	3013187195:08-28-14 - 09-25-14 3013187195:08-28-14 - 09-25-14	I 201410035430 001-340-630	9/25/2014 24.52	24.52
01-01944	ATMOS ENERGY	118363	3015422613:08-28-14 - 09-25-14 3015422613:08-28-14 - 09-25-14	I 201410035431 001-160-630	9/25/2014 61.37	61.37
01-04540	AUSTRALIAN COURTWORKS	118364	REPAIR (5) TENNIS COURTS REPAIR (5) TENNIS COURTS	I 091605-1926 001-340-720	9/22/2014 21,950.00	21,950.00
01-04524	AUTO PLUS	118365	REPAIR SHOP FAN CREDIT - SWAY BAR	C 34608804 400-650-632	9/16/2014 8.92CR	8.92CR
01-04524	AUTO PLUS	118366	PARTS HYDRAULIC FITTINGS 33393 FILTER 33818 FILTER 57430 FILTER 1156 BULB 22" WIPER BLADES	I 34607579 001-201-632 001-201-632 001-201-632 001-201-632 001-201-632 001-201-632	9/04/2014 17.16 14.34 44.58 12.96 2.70 13.56	105.30
01-04524	AUTO PLUS	118367	PARTS	I 34607669	9/04/2014	11.25

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-04524	AUTO PLUS	118367	PARTS	I 34607669	9/04/2014	11.25
			HYD COUPLING	001-201-632	11.25	CONT
01-04524	AUTO PLUS	118368	FD-PARTS	I 34607960	9/17/2014	45.36
			BOXED RADIATOR	001-160-632	3.62	
			CORRUGATED	001-160-632	26.46	
			INDICATOR	001-160-632	15.28	
01-04524	AUTO PLUS	118369	PARTS	I 34607970	9/08/2014	3.75
			HYD COUPLING	001-201-632	3.75	
01-04524	AUTO PLUS	118370	REPAIR SHOP FAN	I 34608630	9/16/2014	17.30
			BELTS	400-650-540	17.30	
01-04524	AUTO PLUS	118371	REPAIR SHOP FAN	I 34608680	9/16/2014	136.52
			END LINKS	400-650-632	31.88	
			TRACK BAR	400-650-632	95.72	
			SWAY BAR	400-650-632	8.92	
01-04524	AUTO PLUS	118372	REPAIR SHOP FAN	I 34608805	9/16/2014	10.63
			SWAY BAR BUSHING	400-650-632	10.63	
01-04524	AUTO PLUS	118373	FD-ENGINE 3	I 34608871	9/17/2014	16.66
			FUEL FILTER	001-160-632	5.78	
			COOLANT FILTER	001-160-632	10.88	
01-04524	AUTO PLUS	118374	REPLACE FUEL CAP	I 34609424	9/23/2014	9.32
			FUEL CAP	001-201-632	9.32	
01-04720	AUTO TRIM DESIGN	118375	FD-NEW RESCUE 1	I 95266	9/29/2014	885.00
			GRAPHICS	001-160-632	595.00	
			REAR CHEVRONS	001-160-632	290.00	
01-00092	BAILEY OIL	118376	FUEL SUPPLIES	I 53417	9/16/2014	4,307.25
			BULK GAS	400-650-525	815.25	
			BULK DIESEL	400-650-525	3,492.00	
01-03925	BANCORPSOUTH EQUIPMENT FI	118377	OCT 2014 LEASE FOR WHEEL LOAD	I 32A	10/01/2014	1,199.85
			OCT 2014 LEASE FOR WHEEL LOAD	001-201-640	1,199.85	
01-04548	BARKSDALE CADILLAC, LLC	118378	TIRES - VEHICLE 020-1-4	I CDCS209257	9/29/2014	935.48
			TIRES/ 2011 ESCALADE	001-020-632	891.48	
			LABOR	001-020-632	40.00	
			MISC.	001-020-632	4.00	
01-00615	BARLOW CONSTRUCTION	118379	CONCRETE SLAB	I 14-029-01	9/09/2014	4,290.00
			CONCRETE SLAB	001-340-720	4,290.00	
01-06675	BELT WAREHOUSE	118380	BELT	I 87382	9/17/2014	52.25
			BELT	001-201-635	52.25	
01-00717	BEST BUY	118381	COMPUTERS	I 1700491	9/25/2014	2,399.98

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-00717	BEST BUY	118381	COMPUTERS MACBOOK PRO	I 1700491 001-340-730	9/25/2014 2,399.98	2,399.98 CONT
01-02342	BETTER MARKETING KONNECTI	118382	SUPPLIES 20 LB COPY PAPER LG RECYCLE BIN 12 CT BANKERS BOX LETTER FILE FOLDERS	I 130833 400-650-500 400-650-500 400-650-500 400-650-500	9/19/2014 382.50 52.50 83.50 21.00	539.50
01-04551	BEYOND EXPECTATIONS FORMA	118383	OVERPYMT OF PRIVILEGE LICENSE OVERPYMT OF PRIVILEGE LICENSE	I 201410035434 001-000-351	9/02/2014 3.71	3.71
01-06885	BIG TEN TIRE CO INC	118384	FD-RESCUE 1 WINCH FRONT CENTER CAPS REAR CENTER CAPS LABOR	I 16822 001-160-632 001-160-632 001-160-632 001-160-632	9/19/2014 999.99 359.98 459.98 396.00	2,215.95
01-07260	MIKE BLAINE'S UPHOLSTERY	118385	SEAT RECOVER REPAIR HEADLINER	I 8026 400-650-632	9/10/2014 225.00	225.00
01-07260	MIKE BLAINE'S UPHOLSTERY	118386	SEAT RECOVER SEAT RECOVER	I 8027 001-201-632	9/10/2014 400.00	400.00
01-07260	MIKE BLAINE'S UPHOLSTERY	118387	SEAT RECOVER SEAT RECOVER	I 8028 400-650-632	9/10/2014 250.00	250.00
01-07260	MIKE BLAINE'S UPHOLSTERY	118388	SEAT RECOVER REPAIR HEADLINER	I 8032 400-650-632	9/10/2014 175.00	175.00
01-07400	BLURTON, BANKS & ASSOCIAT	118389	ROAD BOAR ROAD BOAR	I 054-632 400-650-603	9/18/2014 700.00	700.00
01-07400	BLURTON, BANKS & ASSOCIAT	118390	OPTICAL 2000 SEWER REPLAC OPTICAL 2000 SWR REP	I 054-633 400-650-603	9/29/2014 42,398.00	42,398.00
01-08129	BRENT'S APPLIANCE	118391	FD-DISHWASHER @ CENTRAL REPAIR DISHWASHER	I 10025 001-160-635	9/12/2014 129.61	129.61
01-03811	BROADCAST MUSIC INC	118392	BASE LICENSE FEE BASE LICENSE FEE	I 25503471 001-340-686	9/02/2014 330.00	330.00
01-01784	BROOKS, PERCY	118393	2GAMES@20.00: 09-23-14 2GAMES@20.00: 09-23-14	I 201410035435 001-340-690	9/23/2014 40.00	40.00
01-01784	BROOKS, PERCY	118394	2GAMES@20.00: 09-30-14 2GAMES@20.00: 09-30-14	I 201410035436 001-340-690	9/30/2014 40.00	40.00
01-03797	BROWN, EDDIE LEE	118395	2GAMES@20.00: 09-23-14 2GAMES@20.00: 09-23-14	I 201410035437 001-340-690	9/23/2014 40.00	40.00
01-03797	BROWN, EDDIE LEE	118396	2GAMES@20.00: 09-30-14	I 201410035438	9/30/2014	40.00

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-03797	BROWN, EDDIE LEE	118396	2GAMES@20.00: 09-30-14	I 201410035438	9/30/2014	40.00
			2GAMES@20.00: 09-30-14	001-340-690	40.00	CONT
01-04068	BRYSON, CHRISTOPHER	118397	ADV TRAV: 10-12-14 - 10-15-14	I 201410035433	10/03/2014	292.47
			ADV TRAV: 10-12-14 - 10-15-14	400-650-610	292.47	
01-08765	BUCKNER, RENEE	118398	ADV TRAV: 10-19-14 - 10-22-14	I 201410035432	10/03/2014	390.76
			ADV TRAV: 10-19-14 - 10-22-14	400-650-610	390.76	
01-02311	BUFKIN MECHANICAL, INC	118399	WATER LEAK	I 70450	9/22/2014	4,250.00
			WATER LEAK	001-340-637	4,250.00	
01-04485	BUTLER SNOW	118400	SERVICES THROUGH 8-31-14	I 10039545	9/23/2014	20,590.47
			SERVICES THROUGH 8-31-14	001-180-601	20,590.47	
01-03826	C SPIRE WIRELESS	118401	0002596490:08-08-14 - 09-07-14	I 201410035441	9/07/2014	1,087.25
			0002596490:08-08-14 - 09-07-14	001-340-605	1,087.25	
01-03826	C SPIRE WIRELESS	118402	0031603285:08-23-14 - 09-22-14	I 201410035442	9/22/2014	3,157.37
			0031603285:08-23-14 - 09-22-14	001-100-605	3,157.37	
01-03826	C SPIRE WIRELESS	118403	0031656019:08-23-14 - 09-22-14	I 201410035443	9/22/2014	61.96
			0031656019:08-23-14 - 09-22-14	001-020-605	61.96	
01-03826	C SPIRE WIRELESS	118404	0031656041:08-23-14 - 09-22-14	I 201410035444	9/22/2014	700.31
			0031656041:08-23-14 - 09-22-14	001-020-605	331.20	
			0031656041:08-23-14 - 09-22-14	001-042-605	103.36	
			0031656041:08-23-14 - 09-22-14	001-080-605	61.96	
			0031656041:08-23-14 - 09-22-14	001-092-605	38.47	
			0031656041:08-23-14 - 09-22-14	001-093-605	61.96	
			0031656041:08-23-14 - 09-22-14	400-650-605	103.36	
01-03826	C SPIRE WIRELESS	118405	0031656076:07-23-14 - 08-22-14	I 201410035445	8/22/2014	248.70
			0031656076:07-23-14 - 08-22-14	001-160-605	248.70	
01-03826	C SPIRE WIRELESS	118406	0031656124:08-23-14 - 09-22-14	I 201410035446	9/22/2014	557.64
			0031656124:08-23-14 - 09-22-14	001-180-605	557.64	
01-03826	C SPIRE WIRELESS	118407	0031656148:08-23-14 - 09-22-14	I 201410035447	9/22/2014	1,173.59
			0031656148:08-23-14 - 09-22-14	001-201-605	672.91	
			0031656148:08-23-14 - 09-22-14	400-650-605	500.68	
01-03297	C.C. LYNCH & ASSOCIATES,	118408	ISCO LASER FLOW METER	I 14-08-2024	8/25/2014	34,144.00
			ISCO LASER FLOW METER	400-650-760	17,072.00	
			ISCO LASER FLOW METER	404-650-760	17,072.00	
01-03297	C.C. LYNCH & ASSOCIATES,	118409	FIELD VIST & TOOL	I 14-08-2119	8/27/2014	3,070.00
			CALIBRATION TOOL	404-650-540	545.00	
			SHIPPING	404-650-540	25.00	
			FIELD SERVICE VISIT	404-650-603	2,500.00	
01-10700	CAPITOL BODY SHOP INC	118410	VEHICLE REPAIR P293	I 93597	9/11/2014	2,086.45

VENDOR		DOCKET		*-----INVOICE-----*			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT	
01-10700	CAPITOL BODY SHOP INC	118410	VEHICLE REPAIR P293	I 93597	9/11/2014	2,086.45	CONT
			VEHICLE REPAIR P293	001-100-632	2,086.45		
01-10700	CAPITOL BODY SHOP INC	118411	PAINT NEW RESCUE 1	I 98538	9/15/2014	7,316.00	
			PARTS	001-160-632	2,096.40		
			BODY LABOR	001-160-632	1,545.00		
			PAINT LABOR	001-160-632	2,085.00		
			PAINT	001-160-632	1,584.60		
			HAZARDOUS DISPOSAL	001-160-632	5.00		
01-01441	CAPITOL TOWING INC	118412	P298 TOWING	I 72775	9/06/2014	55.00	
			P298 TOWING	001-100-632	55.00		
01-01441	CAPITOL TOWING INC	118413	TOWING CHARGE	I 72811	9/08/2014	55.00	
			TOWING CHARGE	001-100-632	55.00		
01-01441	CAPITOL TOWING INC	118414	TOWING CHARGE	I 72812	9/10/2014	55.00	
			TOWING CHARGE	001-100-632	55.00		
01-11000	CAPWELD	118415	OXGEN REFILL	I JA723295	9/16/2014	113.44	
			OXGEN REFILL	400-650-540	25.70		
			OXGEN REFILL	400-650-540	14.44		
			ARGON REFILL	400-650-540	47.30		
			HAZMAT	400-650-540	1.00		
			TANK TEST	400-650-540	25.00		
01-11000	CAPWELD	118416	CYLINDER RENTAL	I R14080178	8/15/2014	37.98	
			CYLINDER RENTAL	001-201-540	37.98		
01-11000	CAPWELD	118417	CYLINDER RENTAL	I R14090181	9/15/2014	37.98	
			CYLINDER RENTAL	001-201-540	37.98		
01-11050	CAR CARE CLINIC INC	118418	235/85R16 TIRE	I 0012965	9/16/2014	339.18	
			235/85R16 TIRE	400-650-632	339.18		
01-11050	CAR CARE CLINIC INC	118419	ALIGNMENT	I 0012976	9/17/2014	59.99	
			ALIGNMENT	001-100-632	59.99		
01-11050	CAR CARE CLINIC INC	118420	235/85R16 TIRE	I 0012979	9/17/2014	89.99	
			MOUNT	400-650-632	30.00		
			FRONT END ALIGNMENT	400-650-632	59.99		
01-04307	CARD SERVICES CENTER	118421	ACCOUNT ENING IN 2647	I 201410035440	9/21/2014	1,026.47	
			ACCOUNT ENING IN 2647	001-020-610	108.90		
			ACCOUNT ENING IN 2647	001-040-540	39.00		
			ACCOUNT ENING IN 2647	001-160-610	390.25		
			ACCOUNT ENING IN 2647	400-650-610	488.32		
01-03640	CAROUSEL INDUSTRIES OF NO	118422	10-27-14 - 11-26-14 SERVICES	I 1478008	9/07/2014	562.08	
			10-27-14 - 11-26-14 SERVICES	001-010-635	62.82		
			10-27-14 - 11-26-14 SERVICES	001-020-635	17.95		
			10-27-14 - 11-26-14 SERVICES	001-040-635	67.30		

VENDOR		DOCKET		*-----INVOICE-----*			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT	
01-03640	CAROUSEL INDUSTRIES OF NO	118422	10-27-14 - 11-26-14 SERVICES	I 1478008	9/07/2014	562.08	CONT
			10-27-14 - 11-26-14 SERVICES	001-100-635	170.51		
			10-27-14 - 11-26-14 SERVICES	001-160-635	99.93		
			10-27-14 - 11-26-14 SERVICES	001-180-635	53.84		
			10-27-14 - 11-26-14 SERVICES	001-201-635	22.43		
			10-27-14 - 11-26-14 SERVICES	001-340-635	40.38		
			10-27-14 - 11-26-14 SERVICES	400-650-635	26.92		
01-01136	CENTERPOINT ENERGY	118423	30982987: 08-06-14 - 09-05-14 I 201410035448		9/11/2014	17.61	
			30982987: 08-06-14 - 09-05-14 001-100-630		17.61		
01-01136	CENTERPOINT ENERGY	118424	31796030: 08-06-14 - 09-04-14 I 201410035449		9/10/2014	20.97	
			31796030: 08-06-14 - 09-04-14 001-092-630		20.97		
01-01136	CENTERPOINT ENERGY	118425	31942477: 08-06-14 - 09-05-14 I 201410035450		9/11/2014	27.66	
			31942477: 08-06-14 - 09-05-14 001-350-630		27.66		
01-02764	CENTRAL MISSISSIPPI CRIME	118426	AUGUST 2014	I 201410035439	9/18/2014	489.00	
			AUGUST 2014	001-000-330	489.00		
01-11950	CENTRAL MS PLANNING & DEV	118427	MAYORS ASSOC FY 15 DUES- MCGEE I 455		7/16/2014	250.00	
			MAYORS ASSOC FY 15 DUES- MCGEE 001-020-686		250.00		
01-11950	CENTRAL MS PLANNING & DEV	118428	FISCAL YEAR 2015 DISTRIC ASSES I 538		10/01/2014	8,041.00	
			FISCAL YEAR 2015 DISTRIC ASSES 001-020-686		8,041.00		
01-12050	CENTRAL PIPE SUPPLY INC	118429	WATER PARTS	I X14391	8/11/2014	639.00	
			6' BOLT KIT/W RUBBER	400-650-575	127.00		
			8" BOLT KIT/W RUBBER	400-650-575	138.00		
			8' SLEEVE	400-650-575	374.00		
01-12050	CENTRAL PIPE SUPPLY INC	118430	WATER PARTS	I X14414	8/11/2014	1,450.00	
			3/4 METER HEAD	400-650-575	1,450.00		
01-12050	CENTRAL PIPE SUPPLY INC	118431	WATER PARTS	I X14580	8/13/2014	149.90	
			2" CLOSE NIPPLE	400-650-575	149.90		
01-12050	CENTRAL PIPE SUPPLY INC	118432	WATER PARTS	I X14986	8/20/2014	1,450.00	
			1 METER HEAD	400-650-575	1,450.00		
01-12050	CENTRAL PIPE SUPPLY INC	118433	2" COMPOUND METER	I X15807	8/30/2014	447.90	
			6" MJ VALVE	400-650-575	447.90		
01-12050	CENTRAL PIPE SUPPLY INC	118434	2" COMPOUND METER	I X15808	8/30/2014	3,635.70	
			2" COMPOUND METER	400-650-575	3,110.00		
			3/4 X 3/4 SLEEVE	400-650-575	210.70		
			STRAINER	400-650-575	315.00		
01-12050	CENTRAL PIPE SUPPLY INC	118435	WATER PARTS	I X15848	8/30/2014	561.67	
			6" X 3' ANCHOR COUPL	400-650-575	466.70		
			FREIGHT	400-650-575	94.97		

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-12050	CENTRAL PIPE SUPPLY INC	118436	WATER PARTS	I X15859	8/30/2014	56.35
			BOLT	400-650-575	24.00	
			NUT	400-650-575	24.00	
			FREIGHT	400-650-575	8.35	
01-12050	CENTRAL PIPE SUPPLY INC	118437	VALVE TOPS	I X16296	9/10/2014	670.75
			1" VAVLE RISER	400-650-575	100.00	
			1 1/2 RISER	400-650-575	60.75	
			2" RISER	400-650-575	130.00	
			3" RISER	400-650-575	166.50	
			4" RISER	400-650-575	213.50	
01-12050	CENTRAL PIPE SUPPLY INC	118438	VALVE TOPS	I X16347	9/11/2014	335.25
			SHORT VALVE BOX TOP	400-650-575	180.00	
			TALL VALVE BOX TOP	400-650-575	155.25	
01-12050	CENTRAL PIPE SUPPLY INC	118439	VALVE TOPS	I X16499	9/12/2014	340.90
			10 x 8 REDUCER	400-650-575	314.20	
			8" SDR36 RUBBER	400-650-575	26.70	
01-12050	CENTRAL PIPE SUPPLY INC	118440	VALVE TOPS	I X16522	9/15/2014	60.75
			1 1/2 RISER	400-650-575	60.75	
01-12050	CENTRAL PIPE SUPPLY INC	118441	2" COMPOUND METER	I X16573	9/15/2014	906.00
			2" COMPOUND METER	400-650-575	906.00	
01-12050	CENTRAL PIPE SUPPLY INC	118442	WATER SUPPLIES	I X16716	9/17/2014	4,810.55
			3/4" INDEX	400-650-575	3,480.00	
			3/4" BASE	400-650-575	684.00	
			2" REPAIR CLAMP THIC	400-650-575	192.60	
			METER LOCKING CUPS	400-650-575	350.00	
			HAND PUMP	400-650-575	103.95	
01-12050	CENTRAL PIPE SUPPLY INC	118443	GAUGE	I X16944	9/19/2014	18.82
			GAUGE	400-650-540	11.26	
			COUPLING	400-650-540	2.51	
			BUSHING	400-650-540	5.05	
01-12050	CENTRAL PIPE SUPPLY INC	118444	WATER PARTS	I X16968	9/22/2014	740.50
			3/4 COMP TO 1 METER	400-650-575	740.50	
01-12050	CENTRAL PIPE SUPPLY INC	118445	SEWER PARTS	I X16984	9/22/2014	296.80
			8 X 10 FERNCO	400-650-575	124.71	
			10" FERNCO	400-650-575	29.49	
			FERNCO BANS	400-650-575	142.60	
01-12050	CENTRAL PIPE SUPPLY INC	118446	WATER PARTS	I X17296	9/25/2014	38.00
			O-RING	400-650-575	38.00	
01-12050	CENTRAL PIPE SUPPLY INC	118447	SHOP SUPPLY	I X17343	9/26/2014	45.60
			6" SDR35 PVC CAP	400-650-540	45.60	

VENDOR NUMBER	NAME	DOCKET		*-----INVOICE-----*		
		NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-13025	CINTAS CORPORATION LOC #2	118448	02148	I 10674039	9/09/2014	46.64
			02148	001-180-540	23.32	
			02148	400-650-540	23.32	
01-13025	CINTAS CORPORATION LOC #2	118449	04448	I 10674188	9/09/2014	25.38
			04448	001-201-535	25.38	
01-13025	CINTAS CORPORATION LOC #2	118450	04450	I 10674189	9/09/2014	206.30
			04450	400-650-535	206.30	
01-13025	CINTAS CORPORATION LOC #2	118451	04448	I 10674190	9/09/2014	2.55
			04448	001-201-540	2.55	
01-13025	CINTAS CORPORATION LOC #2	118452	04450	I 10674191	9/09/2014	60.47
			04450	400-650-540	60.47	
01-13025	CINTAS CORPORATION LOC #2	118453	02148	I 10676993	9/16/2014	46.64
			02148	001-180-540	23.32	
			02148	400-650-540	23.32	
01-13025	CINTAS CORPORATION LOC #2	118454	04052	I 10676994	9/16/2014	46.15
			04052	001-340-540	46.15	
01-13025	CINTAS CORPORATION LOC #2	118455	02147	I 10676995	9/16/2014	39.58
			02147	001-340-540	39.58	
01-13025	CINTAS CORPORATION LOC #2	118456	04448	I 10677146	9/16/2014	263.45
			04448	001-201-535	263.45	
01-13025	CINTAS CORPORATION LOC #2	118457	04450	I 10677147	9/16/2014	122.22
			04450	400-650-535	122.22	
01-13025	CINTAS CORPORATION LOC #2	118458	04448	I 10677148	9/16/2014	2.55
			04448	001-201-540	2.55	
01-13025	CINTAS CORPORATION LOC #2	118459	04450	I 10677149	9/16/2014	22.57
			04450	400-650-540	22.57	
01-13025	CINTAS CORPORATION LOC #2	118460	00025	I 10677161	9/16/2014	254.88
			00025	001-100-604	254.88	
01-13025	CINTAS CORPORATION LOC #2	118461	02148	I 10679888	9/23/2014	46.64
			02148	001-180-540	23.32	
			02148	400-650-540	23.32	
01-13025	CINTAS CORPORATION LOC #2	118462	04052	I 10679889	9/23/2014	46.15
			04052	001-340-540	46.15	
01-13025	CINTAS CORPORATION LOC #2	118463	02147	I 10679890	9/23/2014	39.58
			02147	001-340-540	39.58	

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-13025	CINTAS CORPORATION LOC #2	118464	04448	I 10680040	9/23/2014	263.45
			04448	001-201-535	263.45	
01-13025	CINTAS CORPORATION LOC #2	118465	04450	I 10680041	9/23/2014	126.53
			04450	400-650-535	126.53	
01-13025	CINTAS CORPORATION LOC #2	118466	04448	I 10680042	9/23/2014	2.55
			04448	001-201-540	2.55	
01-13025	CINTAS CORPORATION LOC #2	118467	04450	I 10680043	9/23/2014	60.47
			04450	400-650-540	60.47	
01-13025	CINTAS CORPORATION LOC #2	118468	02148	I 10682804	9/30/2014	46.64
			02148	001-180-540	23.32	
			02148	400-650-540	23.32	
01-13025	CINTAS CORPORATION LOC #2	118469	04052	I 10682805	9/30/2014	46.15
			04052	001-340-540	46.15	
01-13025	CINTAS CORPORATION LOC #2	118470	02147	I 10682806	9/30/2014	39.58
			02147	001-340-540	39.58	
01-13025	CINTAS CORPORATION LOC #2	118471	04448	I 10682953	9/30/2014	263.45
			04448	001-201-535	263.45	
01-13025	CINTAS CORPORATION LOC #2	118472	04450	I 10682954	9/30/2014	126.53
			04450	400-650-535	126.53	
01-13025	CINTAS CORPORATION LOC #2	118473	04448	I 10682955	9/30/2014	2.55
			04448	001-201-540	2.55	
01-13025	CINTAS CORPORATION LOC #2	118474	04450	I 10682956	9/30/2014	22.57
			04450	400-650-540	22.57	
01-14370	CLYDE C SCOTT INSURANCE A	118475	RENEW ADMIN SCHEULE BOND	I 13240	9/09/2014	5,075.00
			RENEW ADMIN SCHEULE BOND	001-092-625	5,075.00	
01-14370	CLYDE C SCOTT INSURANCE A	118476	RENEW POLICE SCHEDULE BOND	I 13241	9/09/2014	9,650.00
			RENEW POLICE SCHEDULE BOND	001-092-625	9,650.00	
01-02660	COMCAST CABLE	118477	426510013: 09-19-14 - 10-18-14	I 201410035451	9/17/2014	84.90
			426510013: 09-19-14 - 10-18-14	001-201-604	84.90	
01-14825	COMMUNITY COFFEE COMPANY,	118478	COFFEE REFILL	I 00482425406	9/11/2014	210.00
			COFFEE REFILL	001-100-540	210.00	
01-02521	COMMUNITY LINK	118479	AD DESIGN/FULL PAGE	I 40544	9/29/2014	2,495.00
			AD DESIGN	001-093-604	12.50	
			FULL PG AD-INSID CVR	001-093-604	2,495.00	
			FULL BLEED	001-093-604	50.00	
			DISCOUNT	001-093-604	62.50CR	

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-01618	CONNECTOR SPECIALISTS OF	118480	1/2 HOSE ASSY.	I 00515593	9/25/2014	84.61
			1/2 HOSE ASSY.	001-201-635	71.42	
			EL BOW	001-201-635	13.19	
01-15000	CONSOLIDATED PIPE & SUPPL	118481	WATER REPAIRS	I 0445551-000-000	9/15/2014	248.00
			6"X12" REPAIR CLAMP	400-650-575	248.00	
01-15250	CONTROL SYSTEMS INC	118482	SERVICE CALL	I 49757	9/11/2014	1,662.00
			REPAIR TRANSMITTER	400-650-603	1,662.00	
01-02978	DANIELS, RAYMOND	118483	ADV TRAV: 10-13-14 - 10-16-14	I 201410035454	10/01/2014	524.61
			ADV TRAV: 10-13-14 - 10-16-14	001-100-610	524.61	
01-17900	DEARING ADDRESSING & MAIL	118484	SR. ADULT NEWSLETTER	I 23738	9/16/2014	359.29
			EMAIL DOWNLOAD	001-340-620	25.75	
			USPS REQUIRED NCOA	001-340-620	30.00	
			CASS CERTIFY	001-340-620	4.95	
			FOLDING BY HAND	001-340-620	41.73	
			COMPUTER ADDRESSES	001-340-620	21.67	
			APPLY LASER SHEET	001-340-620	40.04	
			TABBING WHITE TABS	001-340-620	63.76	
			APPLY POSTAGE PERMIT	001-340-620	12.95	
			POSTAGE CHARGE	001-340-620	118.44	
01-18050	DELL MARKETING L.P.	118485	COMPUTER	I XJJF3W9N9	9/04/2014	55.42
			MONITOR SOUNDBARS	001-340-730	55.42	
01-18050	DELL MARKETING L.P.	118486	FD-PROJECTOR	I XJJFXKN42	9/07/2014	427.71
			PROJECTOR	001-160-540	422.73	
			SHIPPING	001-160-540	4.98	
01-18050	DELL MARKETING L.P.	118487	COMPUTER	I XJJJ82XF6	9/08/2014	3,677.64
			MINI TOWER/MONITORS	001-340-730	3,677.64	
01-03638	DELTA DENTAL INSURANCE CO	118488	25-1536700000: OCT 2014	I BE000921443	10/01/2014	11,562.35
			25-1536700000: OCT 2014	001-010-480	242.91	
			25-1536700000: OCT 2014	001-020-480	242.91	
			25-1536700000: OCT 2014	001-040-480	161.94	
			25-1536700000: OCT 2014	001-040-480	26.99	
			25-1536700000: OCT 2014	001-040-480	26.99	
			25-1536700000: OCT 2014	001-092-480	53.98	
			25-1536700000: OCT 2014	001-040-480	26.99	
			25-1536700000: OCT 2014	001-100-480	2,132.21	
			25-1536700000: OCT 2014	001-160-480	1,538.43	
			25-1536700000: OCT 2014	001-180-480	269.90	
			25-1536700000: OCT 2014	001-201-480	890.67	
			25-1536700000: OCT 2014	001-340-480	350.87	
			25-1536700000: OCT 2014	005-101-480	80.97	
			25-1536700000: OCT 2014	005-101-480	26.99	
			25-1536700000: OCT 2014	400-650-480	647.76	
			25-1536700000: OCT 2014	404-650-480	26.99	

VENDOR		DOCKET		*-----INVOICE-----*			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT	
01-03638	DELTA DENTAL INSURANCE CO	118488	25-1536700000: OCT 2014	I BE000921443	10/01/2014	11,562.35	CONT
				001-000-170	4,118.79		
			25-1536700000: OCT 2014	005-000-170	145.12		
			25-1536700000: OCT 2014	400-000-170	550.94		
			25-1536700000: OCT 2014	404-000-170	0.00		
01-18620	DICKERSON & BOWEN INC	118489	TONS OF ASPHALT	I 65295	8/26/2014	625.40	
			TONS OF ASPHALT	001-201-575	625.40		
01-18620	DICKERSON & BOWEN INC	118490	TONS OF ASPHALT	I 65342	8/29/2014	605.34	
			TONS OF ASPHALT	001-201-575	605.34		
01-18620	DICKERSON & BOWEN INC	118491	TONS OF ASPHALT	I 65370	9/09/2014	1,300.95	
			TONS OF ASPHALT	001-201-575	1,300.95		
01-18620	DICKERSON & BOWEN INC	118492	TONS OF ASPHALT	I 65449	9/16/2014	4,355.97	
			TONS OF ASPHALT	001-201-575	4,355.97		
01-18620	DICKERSON & BOWEN INC	118493	ASPHALT STREET REPAIRS	I 65471	9/23/2014	3,876.89	
			TONS OF ASPHALT	001-201-575	3,876.89		
01-18750	DILLARD, FRANK	118494	CLOTHING ALLOWANCE	I 201410035452	10/01/2014	600.00	
			CLOTHING ALLOWANCE	001-100-535	600.00		
01-19830	DUNCAN, MARY	118495	ADV TRAV: 10-19-14 - 10-22-14	I 201410035453	10/01/2014	390.76	
			ADV TRAV: 10-19-14 - 10-22-14	001-160-610	390.76		
01-04545	EARL DUDLEY INC	118496	TOPCON HIPER SR NETWK PKG	I 309258	9/30/2014	18,490.75	
			TOPCON HIPER SR NETWK PKG	001-201-730	7,770.00		
			TOPCON GRS-1 FLD CON	001-201-730	4,650.25		
			MAGNET FIELD GPS	001-201-730	1,425.00		
			TOPCON GRS-1 POLE CL	001-201-730	175.50		
			MAGNET TOOLS SFTWR	001-201-730	475.00		
			12-MON INET NETWK SU	001-201-730	1,200.00		
			ONE DAY ON-SITE TRNG	001-201-730	500.00		
			TOPCON GTS TOTL STA	001-201-730	2,295.00		
01-03328	EDKO LLC	118497	3RD APPLICATION TO DITCHES	I 334024	9/26/2014	5,478.54	
			3RD APPLICATION TO DITCHES	001-201-604	5,478.54		
01-21506	ENTERGY	118498	111753950: 08-05-14 - 09-03-14	I 201410035455	9/09/2014	303.79	
			111753950: 08-05-14 - 09-03-14	001-201-684	303.79		
01-21506	ENTERGY	118499	100962737: 08-21-14 - 09-22-14	I 201410035456	9/25/2014	6.65	
			100962737: 08-21-14 - 09-22-14	400-650-630	6.65		
01-21506	ENTERGY	118500	105612568: 08-21-14 - 09-19-14	I 201410035457	9/25/2014	127.45	
			105612568: 08-21-14 - 09-19-14	001-201-684	127.45		
01-21506	ENTERGY	118501	105612600: 08-21-14 - 09-19-14	I 201410035458	9/25/2014	387.80	
			105612600: 08-21-14 - 09-19-14	001-201-684	387.80		

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*	DATE	AMOUNT
01-21506	ENTERGY	118502	44930162: 08-21-14 - 09-19-14 I 201410035459 44930162: 08-21-14 - 09-19-14 400-650-630		9/25/2014 21.98	21.98
01-21506	ENTERGY	118503	67890079: 08-21-14 - 09-19-14 I 201410035460 67890079: 08-21-14 - 09-19-14 400-650-630		9/25/2014 35.21	35.21
01-21506	ENTERGY	118504	82141797: 08-21-14 - 09-19-14 I 201410035461 82141797: 08-21-14 - 09-19-14 001-201-684		9/25/2014 103.31	103.31
01-21506	ENTERGY	118505	100962695: 08-22-14 - 09-23-14 I 201410035462 100962695: 08-22-14 - 09-23-14 400-650-630		9/26/2014 6.65	6.65
01-21506	ENTERGY	118506	100962703: 08-25-14 - 09-23-14 I 201410035463 100962703: 08-25-14 - 09-23-14 400-650-630		9/26/2014 6.65	6.65
01-21506	ENTERGY	118507	101379923: 08-22-14 - 09-22-14 I 201410035464 101379923: 08-22-14 - 09-22-14 001-201-684		9/26/2014 278.52	278.52
01-21506	ENTERGY	118508	17002775: 08-21-14 - 09-20-14 I 201410035465 17002775: 08-21-14 - 09-20-14 400-650-630		9/26/2014 11.53	11.53
01-21506	ENTERGY	118509	47143144: 08-20-14 - 09-22-14 I 201410035466 47143144: 08-20-14 - 09-22-14 400-650-630		9/26/2014 45.22	45.22
01-21506	ENTERGY	118510	47143193: 08-20-14 - 09-22-14 I 201410035467 47143193: 08-20-14 - 09-22-14 400-650-630		9/26/2014 44.35	44.35
01-21506	ENTERGY	118511	74592593: 08-22-14 - 09-20-14 I 201410035468 74592593: 08-22-14 - 09-20-14 400-650-630		9/26/2014 79.53	79.53
01-21506	ENTERGY	118512	74592635: 08-22-14 - 09-20-14 I 201410035469 74592635: 08-22-14 - 09-20-14 400-650-630		9/26/2014 202.19	202.19
01-21506	ENTERGY	118513	75485649: 08-22-14 - 09-22-14 I 201410035470 75485649: 08-22-14 - 09-22-14 001-201-684		9/26/2014 12.09	12.09
01-21506	ENTERGY	118514	78293693: 08-21-14 - 09-20-14 I 201410035471 78293693: 08-21-14 - 09-20-14 001-201-684		9/26/2014 112.04	112.04
01-21506	ENTERGY	118515	114576762: 08-23-14 - 09-24-14 I 201410035472 114576762: 08-23-14 - 09-24-14 001-201-684		9/29/2014 84.38	84.38
01-21506	ENTERGY	118516	15484330: 08-22-14 - 09-24-14 I 201410035473 15484330: 08-22-14 - 09-24-14 001-100-630		9/29/2014 7,676.62	7,676.62
01-21506	ENTERGY	118517	17717240: 08-22-14 - 09-24-14 I 201410035474 17717240: 08-22-14 - 09-24-14 001-201-630		9/29/2014 590.49	590.49
01-21506	ENTERGY	118518	17853490: 08-23-14 - 09-24-14 I 201410035475 17853490: 08-23-14 - 09-24-14 001-340-630		9/29/2014 1,150.41	1,150.41

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-21506	ENTERGY	118519	51277291: 08-25-14 - 09-24-14 I	201410035476	9/29/2014	1,032.27
			51277291: 08-25-14 - 09-24-14	001-160-630	1,032.27	
01-21506	ENTERGY	118520	64589617: 08-23-14 - 09-24-14 I	201410035477	9/29/2014	6.65
			64589617: 08-23-14 - 09-24-14	001-340-630	6.65	
01-21506	ENTERGY	118521	64589682: 08-23-14 - 09-24-14 I	201410035478	9/29/2014	6.65
			64589682: 08-23-14 - 09-24-14	001-340-630	6.65	
01-21506	ENTERGY	118522	69877777: 08-23-14 - 09-24-14 I	201410035479	9/29/2014	6.65
			69877777: 08-23-14 - 09-24-14	001-340-630	6.65	
01-21506	ENTERGY	118523	69877793: 08-23-14 - 09-24-14 I	201410035480	9/29/2014	6.65
			69877793: 08-23-14 - 09-24-14	001-340-630	6.65	
01-21506	ENTERGY	118524	69877819: 08-23-14 - 09-24-14 I	201410035481	9/29/2014	6.65
			69877819: 08-23-14 - 09-24-14	001-340-630	6.65	
01-21506	ENTERGY	118525	86296498: 08-25-14 - 09-22-14 I	201410035482	9/29/2014	17.13
			86296498: 08-25-14 - 09-22-14	400-650-630	17.13	
01-21506	ENTERGY	118526	86654423: 08-22-14 - 09-24-14 I	201410035483	9/29/2014	18.29
			86654423: 08-22-14 - 09-24-14	400-650-630	18.29	
01-22500	FEDERAL EXPRESS	118527	1393-1125-6	I 2-784-91598	9/18/2014	26.65
			1393-1125-6	001-201-540	26.65	
01-03451	FEDEX OFFICE	118528	LEXINGTON APTS	I 156600007387	9/17/2014	9.95
			LEXINGTON APTS	001-180-540	9.95	
01-23400	FLANNIGAN ELECTRIC CO INC	118529	MERCHANTS LIFT STATION	I 352704	9/23/2014	528.00
			1/2HP SUMP PUMP	400-650-575	528.00	
01-04552	FORD, CHRISTOPHER	118530	2GAMES@20.00: SEPT 23, 2014	I 201410035484	9/23/2014	40.00
			2GAMES@20.00: SEPT 23, 2014	001-340-690	40.00	
01-04552	FORD, CHRISTOPHER	118531	2GAMES@20.00: SEPT 30, 2014	I 201410035485	9/30/2014	40.00
			2GAMES@20.00: SEPT 30, 2014	001-340-690	40.00	
01-01110	FORD, MARTIN	118532	2GAMES@20.00: SEPT 23, 2014	I 201410035486	9/23/2014	40.00
			2GAMES@20.00: SEPT 23, 2014	001-340-690	40.00	
01-01110	FORD, MARTIN	118533	2GAMES@20.00: SEPT 30, 2014	I 201410035487	9/30/2014	40.00
			2GAMES@20.00: SEPT 30, 2014	001-340-690	40.00	
01-24500	FUELMAN OF MS-#127779	118534	127779: 09-08-14 - 09-14-14	I NP42289950	9/15/2014	183.21
			127779: 09-08-14 - 09-14-14	001-042-525	26.98	
			127779: 09-08-14 - 09-14-14	001-092-525	83.93	
			127779: 09-08-14 - 09-14-14	001-020-525	72.30	
01-24500	FUELMAN OF MS-#127779	118535	127779: 09-15-14 - 09-21-14	I NP42333922	9/22/2014	84.51

VENDOR		DOCKET		*-----INVOICE-----*			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT	
01-24500	FUELMAN OF MS-#127779	118535	127779: 09-15-14 - 09-21-14	I NP42333922	9/22/2014	84.51	CONT
			127779: 09-15-14 - 09-21-14	001-092-525		84.51	
01-01867	FUELMAN OF MS-#127780	118536	127780: 09-08-14 - 09-14-14	I NP42289951	9/15/2014	2,243.54	
			127780: 09-08-14 - 09-14-14	001-201-525		1,170.25	
			127780: 09-08-14 - 09-14-14	400-650-525		1,073.29	
01-01867	FUELMAN OF MS-#127780	118537	127780: 09-15-14 - 09-21-14	I NP42333923	9/22/2014	2,234.30	
			127780: 09-15-14 - 09-21-14	001-201-525		1,283.72	
			127780: 09-15-14 - 09-21-14	400-650-525		950.58	
01-01867	FUELMAN OF MS-#127780	118538	127780: 09-22-14 - 09-28-14	I NP42373431	9/29/2014	2,164.26	
			127780: 09-22-14 - 09-28-14	001-201-525		994.77	
			127780: 09-22-14 - 09-28-14	400-650-525		1,169.49	
			127780: 09-22-14 - 09-28-14	404-650-525		0.00	
01-01868	FUELMAN OF MS-#127781	118539	127781: 09-08-14 - 09-14-14	I NP42289952	9/15/2014	743.48	
			127781: 09-08-14 - 09-14-14	001-160-525		743.48	
01-01868	FUELMAN OF MS-#127781	118540	127781: 09-15-14 - 09-21-14	I NP42333924	9/22/2014	689.37	
			127781: 09-15-14 - 09-21-14	001-160-525		689.37	
01-01868	FUELMAN OF MS-#127781	118541	127781: 09-22-14 - 09-28-14	I NP42373432	9/29/2014	533.14	
			127781: 09-22-14 - 09-28-14	001-160-525		533.14	
01-01869	FUELMAN OF MS-#127782	118542	127782: 09-08-14 - 09-14-14	I NP42289953	9/15/2014	150.76	
			127782: 09-08-14 - 09-14-14	001-180-525		150.76	
01-01869	FUELMAN OF MS-#127782	118543	127782: 09-15-14 - 09-21-14	I NP42333925	9/22/2014	194.70	
			127782: 09-15-14 - 09-21-14	001-180-525		194.70	
01-01869	FUELMAN OF MS-#127782	118544	127782: 09-22-14 - 09-28-14	I NP42373433	9/29/2014	153.00	
			127782: 09-22-14 - 09-28-14	001-180-525		153.00	
01-01870	FUELMAN OF MS-#127783	118545	127783: 09-08-14 - 09-14-14	I NP42289954	9/15/2014	4,883.56	
			127783: 09-08-14 - 09-14-14	001-100-525		4,883.56	
01-01870	FUELMAN OF MS-#127783	118546	127783: 09-15-14 - 09-21-14	I NP42333926	9/22/2014	4,785.21	
			127783: 09-15-14 - 09-21-14	001-100-525		4,785.21	
01-01870	FUELMAN OF MS-#127783	118547	127783: 09-22-14 - 09-28-14	I NP42373434	9/29/2014	5,093.81	
			127783: 09-22-14 - 09-28-14	001-100-525		5,093.81	
01-01871	FUELMAN OF MS-#127785	118548	127785: 09-08-14 - 09-14-14	I NP42289955	9/15/2014	79.36	
			127785: 09-08-14 - 09-14-14	001-340-525		79.36	
01-01871	FUELMAN OF MS-#127785	118549	127785: 09-15-14 - 09-21-14	I NP42333927	9/22/2014	207.35	
			127785: 09-15-14 - 09-21-14	001-340-525		207.35	
01-24600	GALL'S INC	118550	BADGE	I 002450289	9/18/2014	35.39	
			BADGE	001-100-535		66.00	
			STATE SEAL	001-100-535		5.99	

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-24600	GALL'S INC	118550	BADGE	I 002450289	9/18/2014	35.39
			SHIPPING	001-100-535	5.34	CONT
			CREDIT	001-100-535	41.94CR	
01-04505	GCR TIRES & SERVICE	118551	TIRES	I 638-43208	9/11/2014	4,580.67
			11R22.5 TIRE	001-201-632	265.57	
			DISPOSAL	001-201-632	10.00	
			11.2-24/8 TIRE	001-201-635	493.32	
			MOUNT	001-201-635	80.00	
			STEM	001-201-635	12.00	
			DISPOSAL	001-201-635	50.00	
			235/8016 TIRE	400-650-635	516.00	
			800/16 TIRE	400-650-635	282.00	
			21L24 TIRE	400-650-635	1,450.00	
			11L16 TIRE	400-650-635	182.15	
			DISPOSAL	400-650-635	8.00	
			14.5/75R16 TIRE	400-650-635	365.00	
			18.4-34/8 TIRE	400-650-635	793.63	
			SERVICE CALL	400-650-635	35.00	
			FUEL CHARGE	400-650-635	15.00	
			TIRE TAX	400-650-635	11.00	
			TIRE TAX	400-650-635	12.00	
01-02190	GILL, SHIRLEY	118552	SEPTEMBER 22, 2014 MEETING	I 092214	9/22/2014	50.00
			SEPTEMBER 22, 2014 MEETING	001-093-611	50.00	
01-04038	GILMORE TOWING & RECOVERY	118553	TOWING	I 201409245414	9/23/2014	75.00
			TOWING	001-180-632	75.00	
01-04553	GIVENS, JERRY	118554	2GAMES@20.00: SEPT 30, 2014	I 201410035488	9/30/2014	40.00
			2GAMES@20.00: SEPT 30, 2014	001-340-690	40.00	
01-04549	GLENDALE PARADE STORE LLC	118555	FD-HONOR GUARD	I 61685	8/19/2014	270.15
			GLOVES	001-160-535	106.40	
			ASCOTS	001-160-535	45.50	
			SHOULDER CORDS	001-160-535	96.25	
			SHIPPING	001-160-535	22.00	
01-04070	GOVERNMENTJOBS.COM	118556	10-01-14 - 09-30-15 LICENSE	I 07-13009	9/03/2014	5,500.00
			10-01-14 - 09-30-15 LICENSE	001-080-604	5,500.00	
01-02127	GRAY DANIELS CHEVROLET	118557	STEERING WHEEL	I 641852GC	9/11/2014	338.50
			STEERING WHEEL	400-650-632	338.50	
01-26350	GRAY-DANIELS FORD	118558	PERFORMED DIAG RESET	I 278436	9/25/2014	105.00
			SWITCH	001-180-632	105.00	
01-03420	GULF STATES GOLF CARS	118559	2014 YAMAHA SPORT UTILITY	I RPR91114	9/11/2014	6,900.00
			2014 YAMAHA SPORT UTILITY	001-340-730	6,900.00	
01-02999	HALL, DAWN	118560	SEPT 22, 2014 MEETING	I 092214	9/22/2014	50.00
			SEPT 22, 2014 MEETING	001-093-611	50.00	

VENDOR NUMBER	NAME	DOCKET		*-----INVOICE-----*		
		NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-01062	HANCOCK BANK	118561	GENERAL OBLIG REFUNDING BONDS	I 201410035490	9/05/2014	311,420.00
			GENERAL OBLIG REFUNDING BONDS	400-650-847	150,671.13	
			GENERAL OBLIG REFUNDING BONDS	491-650-847	160,748.87	
01-27765	HARCROS CHEMICALS INC	118562 1	TON CHLORINE	I 770093353	9/11/2014	540.00
			1 TON CHLORINE	400-650-575	540.00	
01-27765	HARCROS CHEMICALS INC	118563 1	TON CHLORINE	I 770093354	9/11/2014	540.00
			1 TON CHLORINE	400-650-575	540.00	
01-27765	HARCROS CHEMICALS INC	118564 1	TON CHLORINE	I 770093445	9/19/2014	1,035.00
			150LB CHLORINE	400-650-575	1,035.00	
01-27765	HARCROS CHEMICALS INC	118565 1	TON CHLORINE	I 770093491	9/24/2014	540.00
			1 TON CHLORINE	400-650-575	540.00	
01-27765	HARCROS CHEMICALS INC	118566 1	TON CHLORINE	I 770093492	9/24/2014	540.00
			1 TON CHLORINE	400-650-575	540.00	
01-27950	HARLEY-DAVIDSON OF CENTRA	118567 10-1-14 - 09-30-15	LEASE PYMT	I 201410035489	10/01/2014	10,800.00
			10-1-14 - 09-30-15 LEASE PYMT	001-100-638	10,800.00	
01-27950	HARLEY-DAVIDSON OF CENTRA	118568	OIL CHANGE	I 33235	9/17/2014	174.83
			OIL CHANGE	001-100-632	174.83	
01-00889	HARRELL'S LLC	118569	FERTILIZER RONSTAR POLYON	I INV00744009	9/10/2014	10,871.72
			FERTILIZER	001-340-575	10,870.20	
			TONAGE INSPECTION FEE	001-340-575	1.52	
01-00393	HAYLES TOWING & RECOVERY	118570	TOWING SERVICE	I 183315	9/18/2014	225.00
			TOWING SERVICE	001-201-632	225.00	
01-02355	HD SUPPLY WATERWORKS LTD	118571	WATER REPAIRS	I D003158	9/24/2014	348.60
			3/4"COMP TO 3/4" COM	400-650-575	348.60	
01-04406	HEATH, VICKI	118572	SEPT 22, 2014 MEETING	I 092214	9/22/2014	50.00
			SEPT 22, 2014 MEETING	001-093-611	50.00	
01-00805	HI-TEX FIRE SPRINKLERS IN	118573	SPRINKLER INSP	I 2014-493	9/29/2014	250.00
			SPRINKLER INSP	001-100-637	250.00	
01-01657	HIGGINBOTHAM, RONALD SCOT	118574	SEPT 22, 2014 MEETING	I 092214	9/22/2014	50.00
			SEPT 22, 2014 MEETING	001-093-611	50.00	
01-30000	HILLARD, MARVIN	118575	VACCUM SERVICE	I 201409255418	9/16/2014	1,116.70
			VACCUM SERVICE	001-201-604	607.50	
			WASTE HAUL OFF	001-201-604	509.20	
01-03681	HOLLYWOOD FEED, LLC	118576	DOGFOOD	I 3463314	9/26/2014	46.54
			DOGFOOD	001-100-540	46.54	

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-30599	HOLMES COMM COLLEGE	118577	FD-EMT BOOK	I 101	9/16/2014	280.25
			EMT BOOK	001-160-681	121.75	
			FEE	001-160-681	96.00	
			INSURANCE	001-160-681	62.50	
01-30601	HOLMES COMM COLLEGE	118578	WORD 2010 BASIC	I CR-002	9/22/2014	50.00
			WORD 2010 BASIC	001-201-681	50.00	
01-01132	HOME DEPOT CREDIT SERVICE	118579	HOME DEPOT CREDIT SERVICE	I 6032651	9/10/2014	176.58
			WD40	001-160-540	3.90	
			SANDING RESPIRATOR	001-160-540	19.97	
			WOOD SCREWS	001-160-540	5.58	
			GLOVES	001-160-540	19.98	
			STEEL WOOL	001-160-540	3.98	
			TOWELS	001-160-540	7.98	
			BLADES	001-160-540	55.79	
			BLADES	001-160-540	59.40	
01-01132	HOME DEPOT CREDIT SERVICE	118580	FD-PAINT, SHEETING	I 8081643	9/08/2014	70.52
			PAINT	001-160-540	10.54	
			POLY SHEETING	001-160-540	59.98	
01-02309	HOWARD WILSON	118581	2014 DODGE DURANGO V-6	I 55543	9/26/2014	25,702.00
			2014 DODGE DURANGO V-6	005-101-740	25,702.00	
01-03853	HUTCHINGS, CHRISTOPHER LE	118582	SEPT 22, 2014 MEETING	I 092214	9/22/2014	50.00
			SEPT 22, 2014 MEETING	001-093-611	50.00	
01-31600	HYDRAULIC SERVICE & SUPPL	118583	HYDRAULIC PUMP	I 100764	9/09/2014	518.50
			HYDRAULIC PUMP	001-201-632	499.00	
			FREIGHT	001-201-632	19.50	
01-00905	INTERSTATE ALL BATTERY CE	118584	BATTERY CHARGER	I 1902501012073	9/18/2014	15.30
			BATTERY CHARGER	001-100-540	15.30	
01-00905	INTERSTATE ALL BATTERY CE	118585	BATTERY	I 1902502012579	9/25/2014	48.59
			BATTERY	001-100-540	48.59	
01-32675	INTERSTATE BATTERY SYSTEM	118586	MT 59 BATTERY	I 669255	9/08/2014	82.95
			MT 58 BATTERY	400-650-632	82.95	
01-32675	INTERSTATE BATTERY SYSTEM	118587	MT 59 BATTERY	I 669285	9/10/2014	82.95
			MT 51 BATTERY	400-650-632	82.95	
01-32675	INTERSTATE BATTERY SYSTEM	118588	BATTERY	I 669389	9/15/2014	132.95
			BATTERY	001-100-632	132.95	
01-32675	INTERSTATE BATTERY SYSTEM	118589	BATTERIES	I 669391	9/15/2014	168.85
			BATTERY	001-340-632	100.95	
			INSTALL	001-340-632	12.95	
			BATTERY Z TRACK	001-340-635	54.95	

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-32675	INTERSTATE BATTERY SYSTEM	118590	BATTERIES	I 669557	9/23/2014	343.43
			TRACTOR BATTERY	001-340-635	85.95	
			GATOR BATTERY	001-340-635	54.95	
			GOLF CART BATTERY	001-340-635	199.95	
			TOPPOSTEND	001-340-635	2.58	
01-04057	ITSAVVY	118591	CREDIT FOR RESTOCKING FEE	C 729733ACM	9/12/2014	16.87CR
			CREDIT FOR RESTOCKING FEE	001-042-501	16.87CR	
01-04057	ITSAVVY	118592	TONER	I 741610	9/15/2014	191.40
			TONER	001-100-540	191.40	
01-04057	ITSAVVY	118593	EATON 5S 1000 LCD UPS	I 742620	9/18/2014	491.32
			EATON 5S 1000 LCD UPS	001-042-501	491.32	
01-33385	JACKSON DATA PRODUCTS IN	118594	R'LND LIFE MAG - FALL	I 0073474	9/09/2014	16,091.20
			POSTAGE - ACTUAL	001-093-606	3,400.00	
			10,000 PRINTED	001-093-620	12,691.20	
01-33385	JACKSON DATA PRODUCTS IN	118595	#9 WINDOW ENVELOPES	I 0073526	9/22/2014	134.63
			#9 WINDOW ENVELOPES	400-650-500	134.63	
01-02458	JACKSON ICE CO	118596	ICE TRUCK RENTAL	I 201409305425	9/29/2014	500.00
			ICE TRUCK RENTAL	001-340-650	500.00	
01-33800	JACKSON PAPER COMPANY	118597	JANITORIAL/COPY PAPER	I 559274	9/10/2014	47.32
			RED COPY PAPER	001-350-540	12.26	
			VIOLET COPY PAPER	001-350-540	12.26	
			LIME COPY PAPER	001-350-540	10.54	
			YELLOW COPY PAPER	001-350-540	12.26	
01-33800	JACKSON PAPER COMPANY	118598	JANITORIAL/COPY PAPER	I 559624	9/11/2014	102.75
			CLEAR SPOONS	001-350-510	6.31	
			CLOROX WIPES	001-350-510	34.60	
			CLEAR FORKS	001-350-510	6.31	
			PINE-SOL	001-350-510	31.96	
			12 OZ. CUPS	001-350-510	23.57	
01-33800	JACKSON PAPER COMPANY	118599	JANITORIAL/COPY PAPER	I 559750	9/12/2014	56.44
			TOILET TISSUE	001-350-510	56.44	
01-33800	JACKSON PAPER COMPANY	118600	FD-PTOWELS, SOAP, TISSUE	I 560082	9/15/2014	880.72
			PAPER TOWELS	001-160-540	422.16	
			TOILET TISSUE	001-160-540	210.12	
			ENMOTION TOWELS	001-160-540	108.49	
			ENMOTION SOAP	001-160-540	139.95	
01-33800	JACKSON PAPER COMPANY	118601	PAPER	I 560100	9/15/2014	77.40
			PAPER	001-100-540	77.40	
01-33800	JACKSON PAPER COMPANY	118602	JANITORIAL/COPY PAPER	I 561832	9/23/2014	43.99

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-33800	JACKSON PAPER COMPANY	118602	JANITORIAL/COPY PAPER INK	I 561832 001-350-540	9/23/2014 43.99	43.99 CONT
01-33800	JACKSON PAPER COMPANY	118603	JANITORIAL/COPY PAPER 43W HALGN BULBS	I 561833 001-350-510	9/23/2014 15.58	15.58
01-00265	JACKSON SAFE & LOCK CO	118604	PAD LOCKS KEYED 2196 PAD LOCKS KEYED 2196 RIM CYLINDER	I 14271 400-650-575 400-650-575	6/23/2014 2,480.00 80.00	2,560.00
01-34785	JOHNSON LAWN & OUTDOOR EQ	118605	FD-MOWER REPAIR OIL FILTERS OIL DAMPER CONTROL LABOR	I 170563 001-160-635 001-160-635 001-160-635 001-160-635	9/29/2014 67.36 51.96 87.56 262.50	469.38
01-02901	JUNGERS, RYAN	118606	ADV TRAV: 10-13-14 - 10-16-14 ADV TRAV: 10-13-14 - 10-16-14	I 201410035491 001-100-610	10/03/2014 524.61	524.61
01-04554	KALALOU INC	118607	OVERPYMT OF PRIVILEGE LICENSE OVERPYMT OF PRIVILEGE LICENSE	I 201410035492 001-000-351	9/02/2014 30.00	30.00
01-00973	KIMBALL MIDWEST	118608	SHOP SUPPLIES #1 DRILL BIT #2 DRILL BIT #9 DRILL BIT #10 DRILL BIT #11 DRILL BIT #26 DRILL BIT #27 DRILL BIT #34 DRILL BIT #42 DRILL BIT #43 DRILL BIT #44 DRILL BIT #51 DRILL BIT #52 DRILL BIT #53 DRILL BIT L DRILL BIT 7/16" DRILL BIT 15/32" DRILL BIT 1/8" DRILL BIT 15/64" DRILL BIT	I 3767242 400-650-540 400-650-540 400-650-540 400-650-540 400-650-540 400-650-540 400-650-540 400-650-540 400-650-540 400-650-540 400-650-540 400-650-540 400-650-540 400-650-540 400-650-540 400-650-540 400-650-540 400-650-540	9/05/2014 5.98 5.98 5.32 4.83 4.49 3.80 3.80 2.94 3.52 3.52 3.52 3.52 3.52 3.52 8.17 22.27 26.22 4.04 6.90	125.86
01-00973	KIMBALL MIDWEST	118609	WATER DEPT. SUPPLIES BLUE SPRAY PAINT	I 3780263 400-650-540	9/12/2014 208.32	208.32
01-03715	KIRKLAND, CAREY	118610	2GAMES@20.00: SEPT 23, 2014 2GAMES@20.00: SEPT 23, 2014	I 201410035493 001-340-690	9/23/2014 40.00	40.00
01-03715	KIRKLAND, CAREY	118611	2GAMES@20.00: SEPT 30, 2014 2GAMES@20.00: SEPT 30, 2014	I 201410035494 001-340-690	9/30/2014 40.00	40.00

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-03188	LADD'S	118612	CLUB CAR CARRYALL 550 ELE	I 20186573	9/30/2014	37,020.00
			CLUB CARRYALL 550 ELECTRI	001-340-730	35,820.00	
			FREIGHT	001-340-730	1,200.00	
01-02334	LATHAM, RITA	118613	SEPTEMBER 2014 EXERCISE	I 201410035496	9/30/2014	240.00
			SEPTEMBER 2014 EXERCISE	001-340-690	240.00	
01-02576	LINCOLN NATIONAL LIFE INS	118614	502251: OCTOBER 2014	I 201410035495	10/01/2014	3,708.72
			502251: OCTOBER 2014	001-010-480	117.96	
			502251: OCTOBER 2014	001-020-480	44.51	
			502251: OCTOBER 2014	001-040-480	120.53	
			502251: OCTOBER 2014	001-040-480	23.00	
			502251: OCTOBER 2014	001-092-480	28.94	
			502251: OCTOBER 2014	001-040-480	23.00	
			502251: OCTOBER 2014	001-100-480	1,123.21	
			502251: OCTOBER 2014	001-160-480	916.03	
			502251: OCTOBER 2014	001-180-480	220.55	
			502251: OCTOBER 2014	001-201-480	437.11	
			502251: OCTOBER 2014	001-340-480	222.14	
			502251: OCTOBER 2014	005-101-480	70.03	
			502251: OCTOBER 2014	400-650-480	343.08	
			502251: OCTOBER 2014	404-650-480	18.63	
01-00090	LITTLE CREEK INC	118615	JANITORIAL SUPPLIES	I 1408051	9/18/2014	1,086.00
			KITCHEN TOWELS	001-340-510	47.00	
			MULTI FOLD NAPKINS	001-340-510	131.00	
			HARD ROLL TOWELS	001-340-510	196.00	
			TRASH BAGS	001-340-510	539.00	
			TOLIET TISSUE	001-340-510	173.00	
01-01975	LIVE OAK PSYCHOLOGICAL AS	118616	PSYCH EVAL	I 201409245415	9/17/2014	2,100.00
			PSYCH EVAL	001-100-604	2,100.00	
01-04460	LOGOSTORE USA INC	118617	PROMOTIONAL ITEMS- CITY	I 6693-1	9/18/2014	905.00
			FLASHING REFLCTR LGH	001-093-650	800.00	
			SCREEN CHARGE	001-093-650	50.00	
			FREIGHT	001-093-650	55.00	
01-04460	LOGOSTORE USA INC	118618	PROMOTIONAL ITEMS- CITY	I 6694-1	9/22/2014	865.00
			SHOE POCKETS - 500	001-093-650	800.00	
			SCREEN CHARGE	001-093-650	50.00	
			FREIGHT	001-093-650	15.00	
01 04460	LOGOSTORE USA INC	118619	PROMOTIONAL ITEMS- CITY	I 6695-1	9/22/2014	1,135.16
			COMBO SLAP BANDS	001-093-650	1,116.16	
			FREIGHT	001-093-650	19.00	
01-04460	LOGOSTORE USA INC	118620	PROMOTIONAL ITEMS- CITY	I 6696-1	9/22/2014	1,012.02
			CLASSIC SLAP BANDS	001-093-650	943.02	
			SCREEN CHARGE	001-093-650	50.00	
			FREIGHT	001-093-650	19.00	

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-04460	LOGOSTORE USA INC	118621	PROMOTIONAL ITEMS- CITY ZIPPER PULLS (500) SCREEN CHARGE FREIGHT	I 6697-1 001-093-650 001-093-650 001-093-650	9/22/2014 360.00 50.00 14.00	424.00
01-02031	LOWE'S BUSINESS ACCOUNT	118622	FD-ADAPTERS, COUPLINGS HEX KEYS FIBERGLASS COUPLINGS OATEY 8OZ HANDIPAK PVC CLEANOUT ADAPTER CLEANOUT PLUG COOLER SHOP VAC	I 14205 001-160-540 001-160-540 001-160-540 001-160-540 001-160-540 001-160-540 001-160-540 001-160-540 001-160-540	9/09/2014 11.34 11.36 6.12 8.06 3.19 1.73 0.94 23.73 37.98	104.45
01-39300	M A G P P A	118623	REGISTRATION REGISTRATION	I 1410356885654 001-340-610	9/10/2014 175.00	175.00
01-04555	M D O T LTAP CENTER	118624	REGISTRATION TRACTOR SAFETY	I 2501052114 001-201-681	9/22/2014 25.00	25.00
01-04555	M D O T LTAP CENTER	118625	REGISTRATION HOT ASPHALT DESIGN	I 380132514 001-201-681	4/30/2014 35.00	35.00
01-04555	M D O T LTAP CENTER	118626	REGISTRATION ROADWAY DRAINAGE - R TOMP	I 4501082014 400-650-681	9/22/2014 35.00	35.00
01-04555	M D O T LTAP CENTER	118627	REGISTRATION REGISTRATION	I 8202101513 001-201-681	12/31/2013 70.00	70.00
01-02372	MAC'S FRESH MARKET	118628	CWC MEALS CWC MEALS	I 201409305426 001-100-540	9/26/2014 64.26	64.26
01-41000	MADISON COUNTY JOURNAL	118629	NOTICE OF ZONING HEARING NOTICE OF ZONING HEARING	I 300026465 001-180-615	9/30/2014 108.36	108.36
01-41000	MADISON COUNTY JOURNAL	118630	BUDGET - DISPLAY BUDGET - DISPLAY	I 300026522 001-040-615	9/30/2014 1,506.58	1,506.58
01-41000	MADISON COUNTY JOURNAL	118631	NOTICE OF ZONING HEARING NOTICE OF ZONING HEARING	I 300026524 001-180-615	9/30/2014 23.76	23.76
01-41000	MADISON COUNTY JOURNAL	118632	NOTICE OF ZONING HEARING NOTICE OF ZONING HEARING	I 300026538 001-180-615	9/30/2014 115.20	115.20
01-41050	MADISON COUNTY SCHOOL DIS	118633	ANNUAL LEASE FOR EASEMENTS ANNUAL LEASE FOR EASEMENTS	I 201410035497 400-650-660	9/25/2014 735.84	735.84
01-41100	MADISON COUNTY SHERIFF'S	118634	JAIL FEES HOUSING	I R-0714 001-100-687	8/13/2014 5,213.00	5,213.00

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-41100	MADISON COUNTY SHERIFF'S	118635	JAIL FEES	I R-M0714	8/12/2014	72.06
			MEDICAL	001-100-687	72.06	
01-01078	MADISON COUNTY WASTEWATER	118636	SRF LOAN: OCTOBER 2014	I 1943	9/01/2014	1,409.79
			SRF LOAN: OCTOBER 2014	400-650-842	1,409.79	
01-01078	MADISON COUNTY WASTEWATER	118637	PARKWAY EAST: OCTOBER 2014	I 1950	9/01/2014	2,021.54
			PARKWAY EAST: OCTOBER 2014	400-650-845	2,021.54	
01-01078	MADISON COUNTY WASTEWATER	118638	BOZEMAN RD: OCT 2014	I 1953	9/01/2014	1,832.14
			BOZEMAN RD: OCT 2014	400-650-848	1,832.14	
01-01078	MADISON COUNTY WASTEWATER	118639	TRUSTMARK LOAN: OCT 2014	I 1960	9/01/2014	5,809.84
			TRUSTMARK LOAN: OCT 2014	400-650-846	5,809.84	
01-03554	MADISON SOUTH RUBBISH LAN	118640	CUBIC DUMP FEE	I 7767	8/25/2014	198.00
			12 CUBIC DUMP FEE	001-201-683	120.00	
			6 CUBIC DUMP FEE	001-201-683	60.00	
			HOST FEE	001-201-683	9.00	
			ENVIRONMENTAL FEE	001-201-683	9.00	
01-03554	MADISON SOUTH RUBBISH LAN	118641	CUBIC DUMP FEE	I 7786	9/02/2014	330.00
			12 CUBIC DUMP FEE	001-201-683	240.00	
			6 CUBIC DUMP FEE	001-201-683	60.00	
			HOST FEE	001-201-683	15.00	
			ENVIRONMENTAL FEE	001-201-683	15.00	
01-03554	MADISON SOUTH RUBBISH LAN	118642	CUBIC DUMP FEE	I 7808	9/08/2014	330.00
			12 CUBIC DUMP FEE	001-201-683	300.00	
			HOST FEE	001-201-683	15.00	
			ENVIRONMENTAL FEE	001-201-683	15.00	
01-03554	MADISON SOUTH RUBBISH LAN	118643	CUBIC DUMP FEE	I 7827	9/12/2014	264.00
			12 CUBIC DUMP FEE	001-201-683	240.00	
			HOST FEE	001-201-683	12.00	
			ENVIRONMENTAL FEE	001-201-683	12.00	
01-03554	MADISON SOUTH RUBBISH LAN	118644	CUBIC DUMP FEE	I 7843	9/22/2014	363.00
			12 CUBIC DUMP FEE	001-201-683	240.00	
			6 CUBIC DUMP FEE	001-201-683	90.00	
			HOST FEE	001-201-683	16.50	
			ENVIRONMENTAL FEE	001-201-683	16.50	
01 03880	MALONE, DOUGLAS	118645	SEPTEMBER 22, 2014 MEETING	I 092214	9/30/2014	50.00
			SEPTEMBER 22, 2014 MEETING	001-093-611	50.00	
01-03571	MARK HUNT CONSTRUCTION, I	118646	ENCLOSE METAL BUILDING	I 201409125406	9/12/2014	19,642.66
			ENCLOSE METAL BUILDING	001-340-720	19,642.66	
01-42310	MARS MARKETING PROMOTONA	118647	LARGE BAGS/CHAIRS	I 31054	9/11/2014	4,369.28
			CHAIRS - SPONSORSHIP	001-340-540	3,599.28	

VENDOR		DOCKET		*-----INVOICE-----*			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT	
01-42310	MARS MARKETING PROMOTIONA	118647	LARGE BAGS/CHAIRS	I 31054	9/11/2014	4,369.28	CONT
			SET-UP FEE	001-340-540	50.00		
			SHIPPING	001-340-540	720.00		
01-42310	MARS MARKETING PROMOTIONA	118648	LARGE BAGS/CHAIRS	I 31055	9/11/2014	1,675.75	
			LARGE BAGS	001-340-540	1,498.50		
			SET-UP FEE	001-340-540	50.00		
			SHIPPING	001-340-540	127.25		
01-42310	MARS MARKETING PROMOTIONA	118649	SHIRTS/PANTS/JACKET	I 31130	9/23/2014	705.25	
			LG SLEEVE - MEDIUM	001-092-535	179.90		
			KHAKI PANTS 32/32	001-092-535	67.96		
			HUNTR GRN JACKET/MD	001-092-535	75.00		
			LG SLEEVE - LARGE	001-092-535	179.90		
			KHAKI PANTS 30/32	001-092-535	67.96		
			HUNTR GRN JACKET/LG	001-092-535	75.00		
			SHIPPING	001-092-535	59.53		
01-42310	MARS MARKETING PROMOTIONA	118650	FD-JACKETS, CAPS, SHIRTS	I 31131	9/23/2014	376.00	
			JACKETS	001-160-535	174.00		
			JACKETS	001-160-535	180.00		
			SHIPPING	001-160-535	22.00		
01-42310	MARS MARKETING PROMOTIONA	118651	FD-JACKETS, CAPS, SHIRTS	I 31132	9/23/2014	408.72	
			HATS	001-160-535	378.72		
			SHIPPING	001-160-535	30.00		
01-42310	MARS MARKETING PROMOTIONA	118652	FD-JACKETS, CAPS, SHIRTS	I 31134	9/18/2014	856.20	
			SWEATSHIRTS	001-160-535	549.00		
			SWEATSHIRTS	001-160-535	202.20		
			SCREENS	001-160-535	60.00		
			SHIPPING	001-160-535	45.00		
01-42425	MARTIN, DONALD	118653	CLOTHING ALLOWANCE	I 201410035498	10/01/2014	600.00	
			CLOTHING ALLOWANCE	001-100-535	600.00		
01-04541	MATTRESS SAFE INC	118654	FD-MATTRESSES	I IN282379	9/23/2014	1,441.00	
			MATTRESSES	001-160-540	1,316.00		
			SHIPPING	001-160-540	125.00		
01-04541	MATTRESS SAFE INC	118655	FD-MATTRESSES	I IN282380	9/23/2014	2,099.00	
			MATTRESSES	001-160-540	1,974.00		
			SHIPPING	001-160-540	125.00		
01-42855	MCALISTERS GOURMET DELI	118656	RETREAT	I 541799	9/19/2014	57.53	
			RETREAT	001-080-681	57.53		
01-42865	MCCOLLUM, JOHN M.	118657	ADV TRAV: 10-22-14 - 10-24-14	I 201410035500	10/03/2014	220.41	
			ADV TRAV: 10-22-14 - 10-24-14	001-201-610	220.41		
01-03247	MCCOY, PATRICK	118658	CLOTHING ALLOWANCE	I 201410035499	10/01/2014	600.00	
			CLOTHING ALLOWANCE	001-100-535	600.00		

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-42885	MCGRAW RENTAL AND SUPPLY	118659	SHOP EQUIPMENT 4" GRINDER	I 331220.1.1 001-201-540	9/15/2014 97.50	97.50
01-42975	MEL LUNA SAW COMPANY	118660	PARTS PTO SWITCH	I 80628 001-201-635	9/09/2014 27.00	27.00
01-42975	MEL LUNA SAW COMPANY	118661	REPAIR BR550 BLOWER LEFT HARNESS RIGHT HARNESS	I 80654 001-201-635 001-201-635	9/15/2014 20.97 20.97	41.94
01-44250	MID-SOUTH UNIFORM & SUPPL	118662	UNIFORMS UNIFORM SHIRT UNIFORM PANTS SEW ON PATCHES	I 519339 001-100-535 001-100-535 001-100-535	9/03/2014 138.00 132.00 4.02	274.02
01-44250	MID-SOUTH UNIFORM & SUPPL	118663	PANTS SS SHIRTS LS SHIRTS PANTS SEW ON PATCHES RAINCOAT BELTKEEPER TRAFFIC VESTS RADIO CASES STREAMLIGHT SS SHIRT LS SHIRT	I 520315 001-100-535 001-100-535 001-100-535 001-100-535 001-100-535 001-100-535 001-100-535 001-100-535 001-100-535 001-100-535 001-100-535	9/25/2014 690.00 254.00 836.00 32.16 242.28 101.52 232.50 129.51 763.56 144.99 49.58	3,476.10
01-04379	MILLER, JACY AMANDA	118664	SEPTEMBER 2014 EXERCISE SEPTEMBER 2014 EXERCISE	I 201410035501 001-340-690	9/30/2014 360.00	360.00
01-03250	MISS ANIMAL RESCUE LEAGUE	118665	SHELTER FEES SHELTER FEES SHELTER FEES SHELTER FEES	I 201409225409 001-100-604 001-100-604 001-100-604	7/11/2014 1,068.00 520.00 324.00	1,912.00
01-45065	MISS BUSINESS JOURNAL	118666	1/2 PAGE AD - 7.75" X 5" 1/2 PAGE AD - 7.75" X 5"	I 100100 001-093-615	9/29/2014 1,430.00	1,430.00
01-00837	MISS CHEMICAL SUPPLY INC	118667	MOSQUITO SPRAY MOSQUITO SPRAY	I 20556 001-250-544	9/08/2014 8,070.00	8,070.00
01-00837	MISS CHEMICAL SUPPLY INC	118668	FOOD GRADE WELL OIL FOOD GRADE WELL OIL	I 20558 400-650-540	9/16/2014 3,099.50	3,099.50
01-45650	MISS ECONOMIC COUNCIL	118669	MEMBERSHIP DUES MEMBERSHIP DUES	I 11-2014-112644 001-020-686	9/15/2014 366.03	366.03
01-00056	MISS MUNICIPAL LEAGUE	118670	OCT 2014 - SEPT 2015 DUES OCT 2014 - SEPT 2015 DUES	I 21252 001-020-686	8/22/2014 7,514.00	7,514.00

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-46800	MISS MUNICIPAL WORKERS' C	118671	10-01-14 - 09-30-15 COVERAGE	I 5739	8/14/2014	79,963.00
			10-01-14 - 09-30-15 COVERAGE	001-000-061	79,963.00	
01-47625	MISS STATE DEPT HEALTH	118672	LICENSE RENEWAL	I 201409265419	9/25/2014	30.00
			LICENSE RENEWAL	400-650-686	30.00	
01-47700	MISS STATE FIRE ACADEMY	118673	FD-SUBSTITUTION FEE	I 22281	9/09/2014	40.00
			SUBSTITUTION FEE	001-160-681	40.00	
01-47700	MISS STATE FIRE ACADEMY	118674	FD-CPAT	I 22334	9/29/2014	80.00
			CPAT	001-160-681	80.00	
01-01782	MISS URBAN FOREST COUNCIL	118675	CONFERNCE REG/MATT DODD	I 201409265420	9/26/2014	70.00
			CONFERNCE REGISTRATION	001-180-686	45.00	
			AWARDS LUNCHEON	001-180-686	25.00	
01-01782	MISS URBAN FOREST COUNCIL	118676	AWARDS LUNCHEON	I 201409265422	9/25/2014	70.00
			AWARDS LUNCHEON - A HART	001-180-686	25.00	
			REGISTRATION FEE - ALAN H	001-180-686	45.00	
01-47950	MISS VALLEY ELECTRIC SUPP	118677	PARTS	I S1226763.001	9/24/2014	1,175.00
			PVC JCT BOX	400-650-540	25.16	
			BOX 3/4 COUPLING	400-650-540	2.50	
			BOX OF 1 COUPLING	400-650-540	3.12	
			BOX 3/4 ADAPTER	400-650-540	1.91	
			BOX 1" ADAPTER	400-650-540	1.19	
			3/4 90 ELL	400-650-540	2.13	
			3/4 FEMALE ADAPTER	400-650-540	0.30	
			ROLLS OF WIRE	400-650-540	599.88	
			SWITCH	400-650-540	8.94	
			3/4 LOCKNUT	400-650-540	0.80	
			1" LOCK NUT	400-650-540	0.69	
			3/4 X 1/2 BUSHING	400-650-540	1.07	
			1/2 GRC COUP	400-650-540	1.00	
			3/4 GRC COUP	400-650-540	1.20	
			1/2 90 ELL	400-650-540	4.08	
			3/4 90 ELL	400-650-540	3.94	
			20 AMP PLUG BOX	400-650-540	221.97	
			3/4 SLG FTG	400-650-540	23.94	
			PACKING FIBER	400-650-540	32.50	
			SEALING	400-650-540	13.43	
			GLUE	400-650-540	5.85	
			1" PVC PIPE	400-650-540	89.30	
			3/4 PVC PIPE	400-650-540	100.24	
			1/2 CONDUIT	400-650-540	16.26	
			3/4 CONDUIT	400-650-540	13.60	
01-00248	MS RAINBOW PRINTING	118678	FD-TSHIRTS & SHORTS	I 44228	8/20/2014	1,728.00
			T SHIRTS	001-160-535	864.00	
			SHORTS	001-160-535	864.00	

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-00248	MS RAINBOW PRINTING	118679	FD-BLUE DIVE SHIRTS	I 44230	9/11/2014	561.00
			BLUE DIVE SHIRTS	001-160-535	470.00	
			BLUE DIVE SHIRTS	001-160-535	55.00	
			BLUE DIVE SHIRTS	001-160-535	36.00	
01-00248	MS RAINBOW PRINTING	118680	FD-BLUE DIVE SHIRTS	I 44231	9/11/2014	836.00
			DRI FIT DIVE SHIRTS	001-160-535	705.00	
			DRI FIT DIVE SHIRTS	001-160-535	80.00	
			DRI FITDIVE SHIRTS	001-160-535	51.00	
01-00501	MS VETERINARY DIAGNOSTIC	118681	RABIES TEST	I M48298	9/03/2014	17.50
			RABIES TEST	001-100-604	17.50	
01-49850	MURRAY MUD JACKING SERVIC	118682	STORM DRAIN REPAIR	I 201409245416	9/17/2014	4,950.00
			STORM DRAIN REPAIR	001-201-691	4,950.00	
01-49850	MURRAY MUD JACKING SERVIC	118683	REPAIR STORM DRAIN	I 201409245417	9/17/2014	3,500.00
			REPAIR STORM DRAIN	001-201-691	3,500.00	
01-51950	NEAL, JOHN	118684	CLOTHING ALLOWANCE	I 201410035502	10/03/2014	600.00
			CLOTHING ALLOWANCE	001-100-535	600.00	
01-03533	NFL FLAG FOOTBALL	118685	JERSEY'S	I 1536228	9/09/2014	4,925.00
			JERSEY'S	001-000-102	4,925.00	
01-02854	NORTHEAST TREE SERVICE	118686	CUT 3 TREES OLD TOWN	I 14-48550	9/23/2014	2,880.00
			CUT 3 TREES OLD TOWN	001-201-604	2,880.00	
01-03722	OFFICE NETWORKX	118687	SUPPLIES	I 79991	9/09/2014	410.73
			ENVELOPES	001-340-540	67.62	
			TIME CARDS CASES	001-340-540	225.80	
			PLANNER	001-340-540	109.35	
			DESK CALENDAR	001-340-540	7.96	
01-53715	OFFICE PRODUCTS PLUS INC	118688	COPY PAPER	I 696474-0	9/08/2014	63.77
			PENTEL R.S.V.P. -BLU	001-040-500	8.99	
			COPY PAPER-8-1/2X11	001-093-540	17.79	
			COPY PAPER-11X17	001-093-540	36.99	
01-53715	OFFICE PRODUCTS PLUS INC	118689	COPY PAPER	I 696479-0	9/10/2014	4.90
			BLK "SHINY" INK PAD	001-040-500	4.90	
01-53715	OFFICE PRODUCTS PLUS INC	118690	STAPLES	I 696846-0	9/11/2014	18.49
			STAPLES	001-180-500	10.66	
			STAPLES	001-180-500	7.83	
01-03814	OSBORNE, STEVE	118691	2GAMES@20.00: SEPT 23, 2014	I 201410035504	9/23/2014	40.00
			2GAMES@20.00: SEPT 23, 2014	001-340-690	40.00	
01-03814	OSBORNE, STEVE	118692	2GAMES@20.00: SEPT 30, 2014	I 201410035505	9/30/2014	40.00
			2GAMES@20.00: SEPT 30, 2014	001-340-690	40.00	

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-03959	OWENS, LESLIE	118693	CLOTHING ALLOWANCE CLOTHING ALLOWANCE	I 201410035503 001-100-535	10/03/2014 600.00	600.00
01-55100	PENN, MARK	118694	CLOTHING ALLOWANCE CLOTHING ALLOWANCE	I 201410035506 001-100-535	10/03/2014 600.00	600.00
01-00593	PERFIT INC	118695	SEPTEMBER 2014 EXERCISE SEPTEMBER 2014 EXERCISE	I 201410035509 001-340-690	9/30/2014 500.00	500.00
01-55550	PETTY CASH - ADM	118696	10-04-13 - 09-24-14 PETTY CASH 10-04-13 - 09-24-14 PETTY CASH 10-04-13 - 09-24-14 PETTY CASH 10-04-13 - 09-24-14 PETTY CASH 10-04-13 - 09-24-14 PETTY CASH	I 201410035508 001-020-632 001-100-632 001-160-632 001-080-681	9/24/2014 10.00 20.00 10.00 10.36	50.36
01-01932	PINNACLE TOWERS LLC	118697	OCTOBER 2014 TOWER RENTAL OCTOBER 2014 TOWER RENTAL	I 14688001 005-101-604	10/01/2014 1,565.64	1,565.64
01-56355	PIP PRINTING	118698	CARDS- GARCIA CARDS- GARCIA	I 319168 001-100-540	9/09/2014 116.87	116.87
01-56355	PIP PRINTING	118699	FD-BUSINESS CARDS BUSINESS CARDS	I 319169 001-160-540	9/10/2014 88.15	88.15
01-56355	PIP PRINTING	118700	BUSINESS CARDS BUSINESS CARDS	I 319205 001-340-540	9/09/2014 116.87	116.87
01-04399	PITNEY BOWES GLOBAL FINAN	118701	JUNE 2014 - SEPT 2014 LEASE JUNE 2014 - SEPT 2014 LEASE	I 1013417-SP14 001-100-604	9/13/2014 574.44	574.44
01-03279	PNC EQUIPMENT FINANCE	118702	COMMERCIAL LAWN EQUIPMENT COMMERCIAL LAWN EQUIPMENT	I 4950570 001-340-604	9/08/2014 3,707.04	3,707.04
01-03116	PRIORITY 1 TECHNOLOGIES	118703	FD-NEW RESCUE 1 LABOR SIREN AIR HORN RAZR LIGHT STICK BRACKETS SPEAKERS SEARCH LIGHTS	I 2349 001-160-632 001-160-632 001-160-632 001-160-632 001-160-632 001-160-632 001-160-632	9/29/2014 2,500.00 750.00 300.00 410.00 60.00 370.00 600.00	4,990.00
01-58400	PUCKETT MACHINERY COMPANY	118704	REPAIR FRONT END LOADER FUEL FILTER FUEL FILTER OIL FILTER AIR FILTER AIR FILTER	I P00C5855637 001-201-635 001-201-635 001-201-635 001-201-635 001-201-635	9/15/2014 32.69 21.66 13.41 44.11 33.55	145.42
01-58450	PYLE, MILLS, & DYE, P.A.	118705	SERVICES THROUGH 09-26-14 SERVICES THROUGH 09-26-14	I 201410035507 001-180-601	9/29/2014 15,861.82	23,472.36

VENDOR		DOCKET		*-----INVOICE-----*			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT	
01-58450	PYLE, MILLS, & DYE, P.A.	118705	SERVICES THROUGH 09-26-14	I 201410035507	9/29/2014	23,472.36	CONT
			SERVICES THROUGH 09-26-14	001-060-601	285.00		
			SERVICES THROUGH 09-26-14	001-060-601	1,171.96		
			SERVICES THROUGH 09-26-14	001-100-601	345.00		
			SERVICES THROUGH 09-26-14	001-201-601	2,079.25		
			SERVICES THROUGH 09-26-14	362-601-601	2,409.33		
			SERVICES THROUGH 09-26-14	378-601-601	285.00		
			SERVICES THROUGH 09-26-14	001-201-601	75.00		
			SERVICES THROUGH 09-26-14	390-601-601	60.00		
			SERVICES THROUGH 09-26-14	404-650-601	840.00		
			SERVICES THROUGH 09-26-14	400-650-601	60.00		
01-58550	QUALITY CHEMICAL & SUPPLY	118706	SUPPLIES	I 166147	9/17/2014	812.00	
			CENTER PULL TOWELS	400-650-540	344.00		
			LARGE GARBAGE BAGS	400-650-540	310.00		
			8OZ CUPS30808	400-650-540	92.00		
			CONE CUPS	400-650-540	66.00		
01-04516	R & M TRACTOR AND SUPPLY	118707	REPAIR TRACTOR	I CT129968	9/25/2014	126.41	
			L.H. LIFT ARM	001-201-635	97.57		
			BEND TAB	001-201-635	2.53		
			FREIGHT	001-201-635	26.31		
01-03246	READY, ADRIAN	118708	CLOTHING ALLOWANCE	I 201410035511	10/01/2014	600.00	
			CLOTHING ALLOWANCE	001-100-535	600.00		
01-59660	REECE, CATHIE D	118709	ADV TRAV: 10-19-14 - 10-22-14	I 201410035513	10/03/2014	390.76	
			ADV TRAV: 10-19-14 - 10-22-14	001-040-610	390.76		
01-04547	REEVES COMPANY INC	118710	NAME PLATES	I 281916	9/24/2014	135.67	
			NAME PLATES	001-100-540	57.66		
			SERVICE TAB	001-100-540	68.70		
			SHIPPING	001-100-540	9.31		
01-03228	REGIONS BANK	118711	GEN OBLIG BONDS, SERIES 2011	I 201410035510	9/15/2014	82,737.50	
			GEN OBLIG BONDS, SERIES 2011	200-450-893	82,737.50		
01-60825	RICK'S PRO TRUCK & AUTO A	118712	FLOOR MATTS	I 282638	9/16/2014	75.00	
			FLOOR MATTS	400-650-632	75.00		
01-60950	RIDGELAND BODY SHOP INC	118713	REPAIR DOOR AND FRAME	I 52037	8/27/2014	2,584.77	
			REPAIR DOOR AND FRAME	001-201-632	2,584.77		
01-00649	RIDGELAND SERVICE CENTER	118714	TIRE	I 192405	9/24/2014	148.80	
			TIRE	001-100-632	129.85		
			BALANCE	001-100-632	10.95		
			WASTE TIRE FEE	001-100-632	3.00		
			INSP STICKER	001-100-632	5.00		
01-04133	RIDGETOWNE ANIMAL HOSPITA	118715	HEARTWORM	I 201409115399	8/27/2014	140.90	
			HEARTWORM	001-100-604	140.90		

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-04133	RIDGETOWNE ANIMAL HOSPITA	118716	MEDICAL MEDICAL	I 201409235413 001-100-604	9/17/2014 382.04	382.04
01-02496	RJ YOUNG COMPANY	118717	JC1548: 08-25-14 - 09-23-14 JC1548: 08-25-14 - 09-23-14 JC1548: 08-25-14 - 09-23-14 JC1548: 08-25-14 - 09-23-14 JC1548: 08-25-14 - 09-23-14 JC1548: 08-25-14 - 09-23-14 JC1548: 08-25-14 - 09-23-14 JC1548: 08-25-14 - 09-23-14 JC1548: 08-25-14 - 09-23-14	I INV526946 001-010-635 001-020-635 001-040-635 001-080-635 001-100-635 001-160-635 001-180-635 400-650-635	9/18/2014 351.51 0.00 411.42 0.00 1,395.54 719.59 0.00 606.96	3,485.02
01-04446	RJ YOUNG COMPANY INC	118718	C-JC1548: 08-24-14 - 09-23-14 C-JC1548: 08-24-14 - 09-23-14 C-JC1548: 08-24-14 - 09-23-14 C-JC1548: 08-24-14 - 09-23-14 C-JC1548: 08-24-14 - 09-23-14 C-JC1548: 08-24-14 - 09-23-14 C-JC1548: 08-24-14 - 09-23-14 C-JC1548: 08-24-14 - 09-23-14	I INV533043 001-010-635 001-020-635 001-040-635 001-080-635 001-100-635 001-180-635 400-650-635	9/22/2014 67.50 13.50 27.00 13.50 149.50 27.00 5.00	303.00
01-01424	ROBERSON, WILLIAM E	118719	2GAMES@20.00: SEPT 23, 2014 2GAMES@20.00: SEPT 23, 2014	I 201410035514 001-340-690	9/23/2014 40.00	40.00
01-01424	ROBERSON, WILLIAM E	118720	2GAMES@20.00: SEPT 30, 2014 2GAMES@20.00: SEPT 30, 2014	I 201410035515 001-340-690	9/30/2014 40.00	40.00
01-02091	ROGERS DABBS CHEVROLET HU	118721	2015 CHEVY TAHOE 2015 CHEVY TAHOE-PFV	I 55644 005-101-740	9/29/2014 28,600.00	28,600.00
01-04252	ROUNDTREE CHRYSLER DODGE	118722	BLOWER MOTOR RESONATOR ASSEMBLY	I CHCS105304 001-100-632	9/08/2014 1,041.38	1,041.38
01-04252	ROUNDTREE CHRYSLER DODGE	118723	BLOWER MOTOR BLOWER MOTOR	I CHCS105306 001-100-632	9/02/2014 210.75	210.75
01-04252	ROUNDTREE CHRYSLER DODGE	118724	P-318 TRANS COOLER	I CHCS105984 001-100-632	9/18/2014 843.21	843.21
01-04212	RUDD, JASON	118725	CLOTHING ALLOWANCE CLOTHING ALLOWANCE	I 201410035512 001-100-535	10/01/2014 600.00	600.00
01-01177	SANSOM EQUIPMENT CO	118726	PARTS SPRINGS PUSH NUTS FREIGHT	I 43049 001-201-632 001-201-632 001-201-632	9/19/2014 181.14 7.93 19.35	208.42
01-02855	SMITH, PRESTON	118727	POLYGRAPH POLYGRAPH	I 14-037 001-100-604	9/09/2014 600.00	600.00

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-65950	SOUTHERN ADMINISTRATORS	118728	106: OCTOBER 2014	I 14092510600000	9/25/2014	494.00
			106: OCTOBER 2014	001-010-481	12.25	
			106: OCTOBER 2014	001-020-481	14.00	
			106: OCTOBER 2014	001-040-481	8.75	
			106: OCTOBER 2014	001-092-481	3.50	
			106: OCTOBER 2014	001-040-481	3.50	
			106: OCTOBER 2014	001-100-481	70.00	
			106: OCTOBER 2014	001-160-481	54.25	
			106: OCTOBER 2014	001-180-481	17.50	
			106: OCTOBER 2014	001-201-481	29.75	
			106: OCTOBER 2014	001-340-481	15.75	
			106: OCTOBER 2014	005-101-481	5.25	
			106: OCTOBER 2014	400-650-481	29.75	
			106: OCTOBER 2014	404-650-481	1.75	
			106: OCTOBER 2014	001-000-170	196.50	
			106: OCTOBER 2014	005-000-170	4.50	
			106: OCTOBER 2014	400-000-170	25.50	
			106: OCTOBER 2014	404-000-170	1.50	
01-03210	SOUTHERN CONNECTION POLIC	118729	FD-FLASHLIGHT, PANTS	I 3627	9/10/2014	70.00
			PANTS	001-160-535	45.00	
			FLASHLIGHT	001-160-540	25.00	
01-03210	SOUTHERN CONNECTION POLIC	118730	FD-EMBROIDERY	I 3632	9/11/2014	70.00
			EMBROIDERY	001-160-535	70.00	
01-04466	SOUTHERN FINANCIAL SYSTEM	118731	08-01-14 - 09-04-14 SERVICES	I 201410035519	9/30/2014	12.69
			08-01-14 - 09-04-14 SERVICES	400-000-115	12.69	
01-04508	SOUTHERN SOD SUPPLY	118732	ST AUGUSTINE SOD	I 88128	9/25/2014	382.00
			ST AUGUSTINE SOD	001-201-575	382.00	
01-66850	SOUTHERN TIRE MART INC	118733	FD-REPAIR FLAT ON E2	I 15278770	9/02/2014	92.50
			FUEL SURCHARGE	001-160-632	17.50	
			FLAT REPAIR	001-160-632	35.00	
			SERVICE CALL	001-160-632	40.00	
01-03690	SPEARS, MEGAN	118734	ADV TRAV: 10-19-14 - 10-21-14	I 201410035516	10/01/2014	141.45
			ADV TRAV: 10-19-14 - 10-21-14	001-340-610	141.45	
01-67940	STAR SERVICE INC OF JACKS	118735	G0290: OCTOBER 2014	I 051153	9/25/2014	5,785.00
			G0290: OCTOBER 2014	001-092-637	784.00	
			G0290: OCTOBER 2014	001-100-637	2,032.00	
			G0290: OCTOBER 2014	001-160-637	1,223.00	
			G0290: OCTOBER 2014	001-201-637	234.00	
			G0290: OCTOBER 2014	001-340-637	792.00	
			G0290: OCTOBER 2014	400-650-637	234.00	
			G0290: OCTOBER 2014	001-350-637	486.00	
01-68200	STATE TREASURER	118736	AUGUST 2014	I 201410035520	9/18/2014	57,886.40
			AUGUST 2014	001-000-107	1,180.75	

VENDOR		DOCKET		*-----INVOICE-----*			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT	CONT
01-68200	STATE TREASURER	118736	AUGUST 2014	I 201410035520	9/18/2014	57,886.40	CONT
			AUGUST 2014	001-000-113	7,108.20		
			AUGUST 2014	001-000-114	150.00		
			AUGUST 2014	001-000-227	0.00		
			AUGUST 2014	001-000-332	49,030.20		
			AUGUST 2014	001-000-116	417.25		
01-68250	STATE TREASURER FUND: 337	118737	ANALYTICAL FEES	I 90003236	9/08/2014	350.00	
			ANALYTICAL FEES	001-100-604	350.00		
01-68230	STATE TREASURER FUND: 360	118738	FRAME RELAY	I MAGIC90001932	7/31/2014	224.00	
			FRAME RELAY	001-100-604	224.00		
01-68230	STATE TREASURER FUND: 360	118739	FRAME RELAY CIRCUIT	I MAGIC90003911	8/31/2014	224.00	
			FRAME REALY CIRCUIT	001-100-604	224.00		
01-03815	STEWART, NICHOLAS	118740	2GAMES@20.00: SEPT 23, 2014	I 201410035517	9/23/2014	40.00	
			2GAMES@20.00: SEPT 23, 2014	001-340-690	40.00		
01-03815	STEWART, NICHOLAS	118741	2GAMES@20.00: SEPT 30, 2014	I 201410035518	9/30/2014	40.00	
			2GAMES@20.00: SEPT 30, 2014	001-340-690	40.00		
01-69095	SULLIVAN ELECTRIC	118742	SERVICE CALLS	I 816937	9/22/2014	2,160.00	
			FREEDOM RIDGE	001-340-637	495.00		
			WOLCOTT C.S.	001-340-637	315.00		
			TENNIS COURTS	001-340-637	1,350.00		
01-69095	SULLIVAN ELECTRIC	118743	SERVICE	I 816938	9/22/2014	3,195.00	
			SERVICE CALL	001-201-604	225.00		
			SERVICE CALL	001-201-604	270.00		
			SERVICE INSTALL	001-201-604	2,700.00		
01-69100	SULLIVAN, BUCK INC	118744	FD-MOUNT RESCUE BODY	I 84012	9/16/2014	750.00	
			HARNESS KIT	001-160-632	53.00		
			SHOP SUPPLIES	001-160-632	8.25		
			LABOR	001-160-632	688.75		
01-69100	SULLIVAN, BUCK INC	118745	FD-MOUNT RESCUE BODY	I 84024	9/17/2014	350.00	
			WINCH MOTOR	001-160-632	250.00		
			SHOP SUPPLIES	001-160-632	5.00		
			LABOR	001-160-632	95.00		
01-69155	SUNBELT FIRE APPARATUS IN	118746	FD-HELMETS	I 86986	9/16/2014	538.00	
			HELMETS	001-160-536	538.00		
01-69155	SUNBELT FIRE APPARATUS IN	118747	FD-L4 BRAKES	I 87291	9/22/2014	1,047.82	
			BRAKE DRUM	001-160-632	495.32		
			REMAN REAR SHOES	001-160-632	417.50		
			FREIGHT	001-160-632	135.00		
01-00845	SUNCOAST INFRASTRUCTURE I	118748	EMCSDS SEWER INTERCPTR	I 14059-102	9/15/2014	1,473,080.50	
			BYPASSNG SETUP PUMP	404-650-760	28,800.00		

VENDOR		DOCKET		*-----INVOICE-----*				
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT		
01-00845	SUNCOAST INFRASTRUCTURE I	118748	EMCSDS SEWER INTERCPTR	I 14059-102	9/15/2014	1,473,080.50	CONT	
			BYPASSNG EACH 8" PMP	404-650-760	316,380.00			
			ACCESS TO R.O.W. -LS	404-650-760	37,000.00			
			HEAVY CLNING, 36" SW	404-650-760	112,222.00			
			TV INSP, 36" SEWER	404-650-760	28,055.50			
			CURED IN PL PIPE LIN	404-650-760	950,623.00			
01-00845	SUNCOAST INFRASTRUCTURE I	118749	EMCRS SEWER INTERCEPT	I 14059-201	9/16/2014	226,900.00		
			BYPASSG S/U 8" PUMP	404-650-760	3,200.00			
			BYPASSING 8" PUMP	404-650-760	12,000.00			
			BYPASSG S/U 4" PUMP	404-650-760	3,600.00			
			BYPASSING 4" PUMP	404-650-760	20,160.00			
			PIPE LINER	404-650-760	109,450.00			
			48" MH REHAB	404-650-760	78,490.00			
01-00845	SUNCOAST INFRASTRUCTURE I	118750	MOON ST SEWR REHAB	I 14071-001	9/24/2014	5,872.50		
			NORMAL CLEANING 8"	400-650-760	243.00			
			TV INSPECT, 6"-12"	400-650-760	364.50			
			CURED IN PLACE PIPE	400-650-760	5,265.00			
01-00845	SUNCOAST INFRASTRUCTURE I	118751	PURPLE CRK SWR INTERCEPT	I 14071-002a	9/29/2014	1,148,807.40		
			BYPASS SETUP 8" PUMP	400-650-760	51,200.00			
			BYPASS EA. 8" PUMP	400-650-760	141,120.00			
			ACCESS TO R.O.W.	400-650-760	37,000.00			
			HEAVY CLEAN, 24" SWR	400-650-760	378.00			
			HEAVY CLEAN, 27" SWR	400-650-760	28,018.90			
			HEAVY CLEAN, 30" SWR	400-650-760	31,812.50			
			TV INSPT, 24-30" SWR	400-650-760	31,163.00			
			CURED PIP LINE 24"	400-650-760	5,250.00			
			CURED PIP LINE 27"	400-650-760	415,665.00			
			CURED PIP LINE 30"	400-650-760	407,200.00			
01-04392	TAW POWER SYSTEM	118752	FD-GENERATOR MTC	I 26054793	8/29/2014	435.50		
			GENERATOR SERVICE	001-160-635	435.50			
01-04392	TAW POWER SYSTEM	118753	FD-GENERATOR MTC	I 26054798	8/29/2014	435.50		
			GENERATOR SERVICE	001-160-635	435.50			
01-04392	TAW POWER SYSTEM	118754	FD-GENERATOR MTC	I 26054799	8/29/2014	435.50		
			GENERATOR SERVICE	001-160-635	435.50			
01-04392	TAW POWER SYSTEM	118755	FD-GENERATOR MTC	I 26054800	8/29/2014	435.50		
			GENERATOR SERVICE	001-160-635	435.50			
01-03419	THINKWEBSTORE.COM	118756	ROAD CLOSURES/EBLAST	I 3409	9/05/2014	60.00		
			ROAD CLOSURES/EBLAST	001-093-604	60.00			
01-03419	THINKWEBSTORE.COM	118757	EBLAST / I-55 CLOSURE	I 3413	9/12/2014	60.00		
			EBLAST/I-55 CLOSURE	001-093-604	60.00			
01-03419	THINKWEBSTORE.COM	118758	MOBILE MINI-BASE PKG	I 3422	9/29/2014	800.00		
			MOBILE MINI-BASE PKG	001-093-604	350.00			

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-03419	THINKWEBSTORE.COM	118758	MOBILE MINI-BASE PKG WEBSITE DEVELOPMENT	I 3422 001-093-604	9/29/2014 450.00	800.00 CONT
01-03419	THINKWEBSTORE.COM	118759	2015 WEBSITE UPGRADE 2015 WEBSITE UPGRADE	I 3423 001-093-604	9/29/2014 2,000.00	2,000.00
01-03419	THINKWEBSTORE.COM	118760	STREET CLOSURE - STEED RD STREET CLOSURE - STEED RD	I 3425 001-093-604	9/30/2014 60.00	60.00
01-00449	TOMPKINS, RONNIE	118761	ADV TRAV: 10-22-14 - 10-24-14 ADV TRAV: 10-22-14 - 10-24-14	I 201410035522 001-201-610	10/03/2014 220.41	220.41
01-02852	TRANSAMERICA LIFE INSURAN	118762	OB232: SEPTEMBER 2014 OB232: SEPTEMBER 2014 OB232: SEPTEMBER 2014	I TWM000038525013916 001-000-171 400-000-171	9/30/2014 140.28 95.89	236.17
01-02308	TRAVELERS	118763	ACCT 8818V0096 ACCT 8818V0096	I 201410035523 001-092-625	9/11/2014 595.00	595.00
01-72350	TRUSTMARK NATIONAL BANK	118764	GEN OBLIG BOND, SERIES 2012 GEN OBLIG BOND, SERIES 2012	I 201410035521 200-450-880	10/01/2014 23,650.00	23,650.00
01-02422	TURNER, DARLENE	118765	SEPT 22, 2014 MEETING SEPT 22, 2014 MEETING	I 092214 001-093-611	9/22/2014 50.00	50.00
01-02393	TYLER TECHNOLOGIES	118766	NOV 2014-OCT2015 CONTENT MANAG NOV 2014-OCT2015 CONTENT MANAG NOV 2014-OCT2015 CONTENT MANAG NOV 2014-OCT2015 CONTENT MANAG	I 025-105408 001-040-635 001-180-635 400-650-635	10/01/2014 1,592.38 1,005.28 1,005.29	3,602.95
01-02393	TYLER TECHNOLOGIES	118767	OCTOBER 2014 FEES OCTOBER 2014 FEES	I 025-105863 400-650-604	10/01/2014 370.00	370.00
01-02393	TYLER TECHNOLOGIES	118768	SEPT 2014 - AUG 2015 CALL CENT SEPT 2014 - AUG 2015 CALL CENT	I 025-106214 001-040-604	9/12/2014 1,600.00	1,600.00
01-03890	U.S. BANK EQUIPMENT FINAN	118769	797947: POLICE DEPT 797947: POLICE DEPT	I 262114572 001-100-635	9/17/2014 33.93	33.93
01-03890	U.S. BANK EQUIPMENT FINAN	118770	797947: PUBLIC WORKS 797947: PUBLIC WORKS	I 262447618 400-650-635	9/21/2014 504.68	504.68
01-00544	U.S. LAWNS OF JACKSON	118771	I-55 EXIT RAMP REPAIRS I-55 EXIT RAMP REPAIRS	I 12028 001-201-604	9/24/2014 586.20	586.20
01-00544	U.S. LAWNS OF JACKSON	118772	MONTHLY MAINTENANCE MONTHLY MAINTENANCE	I 12135 001-340-604	10/01/2014 8,165.84	8,165.84
01-00544	U.S. LAWNS OF JACKSON	118773	HARBOR DRIVE HARBOR DRIVE	I 12136 001-201-604	10/01/2014 1,017.18	1,017.18
01-00544	U.S. LAWNS OF JACKSON	118774	COUNTY LINE ROAD	I 12138	10/01/2014	3,778.50

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-00544	U.S. LAWNS OF JACKSON	118774	COUNTY LINE ROAD COUNTY LINE ROAD	I 12138 001-201-604	10/01/2014 3,778.50	3,778.50 CONT
01-00544	U.S. LAWNS OF JACKSON	118775	LAKE HARBOUR/NORTH PARK LAKE HARBOUR/NORTH PARK	I 12139 001-201-604	10/01/2014 964.41	964.41
01-00544	U.S. LAWNS OF JACKSON	118776	JACKSON STREET PARKING LOT JACKSON STREET PARKING LOT	I 12140 001-201-604	10/01/2014 825.33	825.33
01-00544	U.S. LAWNS OF JACKSON	118777	I-55 INTERCHANGE I-55 INTERCHANGE	I 12141 001-201-604	10/01/2014 7,897.91	7,897.91
01-02321	U.S. POSTAL SERVICE(NEOP)	118778	POSTAGE FOR METER: 10704464 POSTAGE FOR METER: 10704464	I 201410035524 001-000-062	10/01/2014 6,000.00	6,000.00
01-03710	UNION AUTO PARTS	118779	OIL COOLER LINE OIL COOLER LINE	I 225372-00 001-100-632	9/09/2014 200.14	200.14
01-03710	UNION AUTO PARTS	118780	OIL COOLER LINE RADIATOR	I 226377-00 001-100-632	9/10/2014 170.63	170.63
01-03710	UNION AUTO PARTS	118781	PARTS REGULATOR DOOR HANDLE WINDOW HANDLE	I 226888-0 001-201-632 001-201-632 001-201-632	9/10/2014 34.74 12.15 4.73	51.62
01-03710	UNION AUTO PARTS	118782	AUTO PARTS- P285 LOWER CONTROL ARMS INNER TIE RODS	I 230653-00 001-100-632 001-100-632	9/16/2014 529.02 40.64	569.66
01-03710	UNION AUTO PARTS	118783	BRAKE KIT BRAKE KIT	I 234658-00 001-100-632	9/22/2014 13.57	13.57
01-01611	VALUE PRODUCTS	118784	ROLOCS DISK ROLOCS DISK 3" ROLOCS DISK 2"	I 35680 400-650-540 400-650-540	9/22/2014 252.00 127.14	379.14
01-01546	VENABLE GLASS SERVICES	118785	FD-WINDSHIELD UNIT 4 WINDSHIELD MOLDING	I 1-165571 001-160-632 001-160-632	9/05/2014 178.00 15.00	193.00
01-04258	VOLK, MICHAEL	118786	2GAMES@20.00: SEPT 23, 2014 2GAMES@20.00: SEPT 23, 2014	I 201410035525 001-340-690	9/23/2014 40.00	40.00
01-75100	WAGGONER ENGINEERING, INC	118787	HPP-8323-00(004)LPA10485981100 HPP-8323-00(004)LPA10485981100	I 30623 378-601-600	8/31/2014 1,865.32	1,865.32
01-75100	WAGGONER ENGINEERING, INC	118788	HPP-8323-00(004)LPA/104859-812 HPP-8323-00(004)LPA/104859-812	I 30642 378-601-600	8/31/2014 479.19	479.19
01-75100	WAGGONER ENGINEERING, INC	118789	PROJECT# C012010.001 PROJECT# C012010.001	I 30673 392-601-600	8/31/2014 4,210.13	4,210.13

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-75100	WAGGONER ENGINEERING, INC	118790	PROJECT# C007067.000 PROJECT# C007067.000	I 30678 400-650-600	8/31/2014 675.00	675.00
01-75100	WAGGONER ENGINEERING, INC	118791	PROJECT# C012039.001 PROJECT# C012039.001	I 30683 390-601-600	8/31/2014 41,626.48	41,626.48
01-75450	WALMART	118792	SUPPLIES COFFEE COFFEE FILTERS CREAMER CLEAR 60W BULBS 4 PK YELLOW HIGHLIGHT ASSORTED HIGHLIGHTERS COFFEE	I 04102 400-650-540 400-650-540 400-650-540 400-650-540 400-650-540 400-650-540 400-650-540	9/10/2014 21.96 1.47 7.56 8.88 1.97 1.74 15.96	59.54
01-75450	WALMART	118793	FD-CLEANING SUPPLIES BLEACH PALMOLIVE FEBREZE TRIANGULAR SPONGES DAWN 409 LYSOL SUGAR 409 POT HOLDERS FURNITURE POLISH	I 04364 001-160-540 001-160-540 001-160-540 001-160-540 001-160-540 001-160-540 001-160-540 001-160-540 001-160-540 001-160-540 001-160-540	9/11/2014 11.76 34.60 14.82 14.22 39.70 14.91 49.70 7.12 11.92 1.50 9.94	210.19
01-75450	WALMART	118794	REPORT COVERS REPORT COVERS	I 04998 001-201-500	9/24/2014 29.55	29.55
01-75450	WALMART	118795	CLEANING SUPPLIES AIR FRESHENER	I 05192 001-100-540	9/18/2014 11.76	11.76
01-75450	WALMART	118796	JANITORIAL SUPPLIES TOILET TISSUE LIQUID SOAP LYSOL SPRAY PAPER TOWELS AA ULTRA	I 08568 001-092-510 001-092-510 001-092-510 001-092-510 001-092-510	9/12/2014 111.52 10.78 59.64 32.82 4.50	219.26
01-75450	WALMART	118797	ITEMS FOR TOURNAMENT BOWLS/PANS CHIPS BREADS PRODUCE CONDIMENTS MEATS COOKIES	I 08614A 001-340-540 001-340-540 001-340-540 001-340-540 001-340-540 001-340-540 001-340-540	9/12/2014 15.90 5.98 13.20 22.99 7.72 78.80 1.72	146.31
01-75750	WARING OIL CO	118798	HYDRAULIC OIL	I 001337300	9/09/2014	389.61

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-75750	WARING OIL CO	118798	HYDRAULIC OIL 5gal HYDRAULIC OIL	I 001337300 001-201-525	9/09/2014 389.61	389.61 CONT
01-77020	WILLRIDGE, TONY	118799	CLOTHING ALLOWANCE CLOTHING ALLOWANCE	I 201410035526 001-100-525	10/01/2014 600.00	600.00
01-77885	WORLD CLASS ATHLETIC SURF	118800	FIELD PAINT WHITE PAINT BLUE PAINT FREIGHT	I 40735 001-340-540 001-340-540 001-340-540	9/24/2014 1,120.00 600.00 120.00	1,840.00
01-02983	YELVERTON CONSULTING, LLC	118801	OCTOBER 2014 FEE OCTOBER 2014 FEE	I 201410035527 001-020-604	10/03/2014 3,000.00	3,000.00
01-01645	YOUNG, SAMUEL	118802	2GAMES@20.00: SEPT 23, 2014 2GAMES@20.00: SEPT 23, 2014	I 201410035528 001-340-690	9/23/2014 40.00	40.00
01-01645	YOUNG, SAMUEL	118803	2GAMES@20.00: SEPT 30, 2014 2GAMES@20.00: SEPT 30, 2014	I 201410035529 001-340-690	9/30/2014 40.00	40.00
01-78450	ZEE MEDICAL SERVICE CO	118804	SAFETY SUPPLIES REFILL SAFETY CAB. DUST MASKS WORK GLOVE JERSEY GLOVE IBUTAB STING SWABS	I 0101358377 001-201-540 400-650-540 400-650-540 400-650-540 400-650-540 400-650-540	9/15/2014 202.05 90.70 23.60 39.40 16.00 18.45 13.90	
					TOTAL =	4,191,932.86

FUND TOTALS		
FUND	NAME	TOTAL
001	GENERAL FUND	653,621.12
005	COURT SERVICES FEE FUND	56,262.30
200	G. O. BOND FUND	106,387.50
362	COLONY PARK BLVD	2,409.33
378	LAKE HARBOUR DR EXT	2,629.51
390	CITY CENTER PROJECTS	41,686.48
392	CRAFT CENTER PARKING LOT	4,210.13
400	PUBLIC UTILITIES FUND	1,440,770.65
404	EMCRS OPERATION & MAINT	1,723,206.97
491	FIRE PROTECTION SURCHARGE	160,748.87
TOTALS FOR ALL FUNDS = 4,191,932.86		

DEPT: ALL

PAYROLL NO#: 01

Sept 19, 2014 payroll

*** G R A N D T O T A L S ***

-----EARNINGS-----			----BENF/REIMB----		-----DEDUCTIONS-----			-----TAXES-----			
DESC	HRS	AMOUNT	DESC	AMOUNT	CD ABBV	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
SAL	1,071.00	39,798.53	VEH	174.00	AFA AFACC	704.79		FED W/H	367,023.91	37,732.86	
SMON	0.00	25,367.84			AFC AFCAN	834.86		ST WH MS	367,023.91	12,158.00	
REG	17,718.50	297,519.19			AFH AFHOS	387.34		FICA	406,453.96	25,200.24	25200.24
RETRO	0.00	380.32			AFS AFSPE	222.29		MEDI	406,453.96	5,893.60	5893.60
R/O	35.50	511.30			ANN ANUTY	1445.00					
O/T	158.00	3,586.59			B16 BKRUP	135.50					
CE	1.88	0.00			C16 CHSUP	83.50					
CMPRG	6.00	0.00			C18 CHSUP	172.00					
COMP	63.50	1,250.48			C19 CHSUP	130.50					
SICK	720.75	14,375.78			C21 CHSUP	95.00					
VAC	681.50	15,854.43			C27 CHSUP	92.00					
HOL	1,394.00	25,663.74			C32 CHSUP	225.00					
HOLB	1,200.00	0.00			C33 CHSUP	25.00					
PARAM	0.00	1,153.85			C39 CHSUP	152.50					
SHIFT	0.00	625.00			C42 CHSUP	147.50					
YMCA	0.00	45.00			C43 CHSUP	110.00					
TRAFF	0.00	1,681.68			C44 CHSUP	277.50					
TASKF	25.00	917.00			C45 CHSUP	152.50					
TASKF	21.00	545.37			C47 CHSUP	150.00					
					C49 CHSUP	62.50					
					CAF ADMFE	108.00	127.60				
					CCF CANCF	118.09					
					CFM CFM	10.50	12.25				
					CHC CHCAR	1196.87					
					CO5 CHSUP	310.00					
					CRU CRUN	6841.40					
					D01 GARNI	242.98					
					D09 GARNI	22.84					
					D10 GARNI	227.24					
					D12 GARNI	186.43					
					DCF DENCf	2221.88	1215.00				
					DCM DCM	269.19	161.94				
					DEN DENTL		1968.10				
					DMO DMO		53.98				
					G63 GARNI	163.38					
					G88 GARNI	136.70					
					HCF HTHCF	12362.27	10351.53				
					HCM HCM	1723.64	1643.10				
					HLT HELTH	160.80	28425.63				
					HMO HMO		657.24				
					HRF HRF	429.00	657.25				
					LIF LIFE	79.68	1330.30				
					MDF YMCA	531.00					
					MDI YMCA	45.00					

DEPT: ALL

PAYROLL NO#: 01

** (CONTINUED) **

DATE	ORG FN	ACCOUNT	CODE/RATE	HOURLY RATE	HOURS	AMOUNT	PROJECT
				RET RET	37985.05	66937.97	
				UNR UNREM	3013.71		
TOTALS: 23,096.63 429,276.10 174.00 73990.93 113541.89 80,984.70 31093.84							

DEPARTMENT RECAP

DEPT NO#	GROSS	REGULAR	OVERTIME	LEAVE	OTHER	BENEFITS	DEDUCTIONS	TAXES	NET
001-010	19,337.63	18,391.26	0.00	897.47	48.90	0.00	3,115.13	3,251.42	12,971.08
001-020	16,315.91	16,100.15	0.00	215.76	0.00	0.00	4,354.36	2,728.81	9,232.74
001-040	20,178.41	13,843.67	0.00	6,334.74	0.00	0.00	3,384.57	3,926.16	12,867.68
001-092	2,903.20	2,374.40	0.00	528.80	0.00	0.00	494.84	463.62	1,944.74
001-093	1,830.78	1,075.22	0.00	755.56	0.00	0.00	182.19	347.35	1,301.24
001-100	132,720.80	114,768.40	2,661.59	11,368.52	3,922.29	0.00	20,112.95	25,324.25	87,283.60
001-160	98,649.67	89,898.30	0.00	7,548.04	1,203.33	0.00	18,852.61	19,258.07	60,538.99
001-180	22,096.90	17,672.04	0.00	4,402.36	22.50	0.00	4,972.13	4,030.86	13,093.91
001-201	44,106.87	35,698.25	674.87	7,376.42	255.33	102.00	7,094.36	7,900.04	29,010.47
001-340	25,450.22	18,377.05	45.45	7,027.72	0.00	0.00	3,541.26	5,128.43	16,780.53
005-101	7,366.40	5,208.88	0.00	2,157.52	0.00	0.00	1,128.69	1,307.85	4,929.86
400-650	36,565.28	27,875.74	204.68	8,064.12	348.74	72.00	6,571.97	6,851.76	23,069.55
404-650	1,928.03	1,402.20	0.00	467.40	58.43	0.00	185.87	466.08	1,276.08
TOTALS 429,450.10 362,685.56 3,586.59 57,144.43 5,859.52 174.00 73,990.93 80,984.70 274,300.47									

REGULAR INPUT: 267

MANUAL INPUT: 0

CHECK STUB COUNT: 7

DIRECT DEPOSIT STUB COUNT: 261

DEPT: ALL

PAYROLL NO#: 01

October 3, 2014 payroll

*** G R A N D T O T A L S ***

-----EARNINGS-----			----BENF/REIMB----		-----DEDUCTIONS-----			-----TAXES-----			
DESC	HRS	AMOUNT	DESC	AMOUNT	CD ABBV	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
SAL	1,140.00	43,140.04	VEH	174.00	AFA AFACC	646.95		FED W/H	367,013.03	38,173.95	
SMON	0.00	8,952.60			AFC AFCAN	769.72		ST WH MS	367,013.03	12,142.00	
REG	18,519.25	313,932.91			AFH AFHOS	317.66		FICA	405,676.63	25,152.00	25152.00
RETRO	0.00	146.25			AFS AFSPE	196.71		MEDI	405,676.63	5,882.45	5882.45
O/T	839.50	20,553.77			ANN ANUTY	1045.00					
CE	22.88	0.00			B16 BKRUP	135.50					
COMP	19.50	371.56			C16 CHSUP	83.50					
SICK	575.50	11,004.07			C18 CHSUP	172.00					
VAC	840.50	16,472.97			C19 CHSUP	130.50					
HOL	372.00	5,653.91			C21 CHSUP	95.00					
FNRL	8.00	99.76			C27 CHSUP	92.00					
PARAM	0.00	1,153.85			C32 CHSUP	225.00					
SHIFT	0.00	625.00			C33 CHSUP	25.00					
TRAFF	0.00	2,002.00			C39 CHSUP	152.50					
TASKF	28.00	1,037.40			C42 CHSUP	147.50					
TASKF	18.00	471.96			C43 CHSUP	110.00					
					C44 CHSUP	277.50					
					C45 CHSUP	152.50					
					C47 CHSUP	150.00					
					C49 CHSUP	62.50					
					CAF ADMFE	108.75	128.48				
					CCF CANCF	118.09					
					CHC CHCAR	1196.87					
					CO5 CHSUP	310.00					
					CRU CRUN	6841.40					
					D01 GARNI	46.32					
					D09 GARNI	24.72					
					D10 GARNI	226.79					
					D12 GARNI	163.12					
					D13 GARNI	251.85					
					DCF DENCF	2223.92	1215.00				
					DEN DENTL		2035.60				
					G63 GARNI	157.28					
					G88 GARNI	157.41					
					HCF HTHCF	12328.08	10351.53				
					HLT HELTH	160.80	29247.18				
					HRF HRF	396.00	638.00				
					LIF LIFE	73.04	1266.70				
					RET RET	37618.60	66059.95				
					T05 TAXLE	233.03					
					UNR UNREM	2405.38					
TOTALS:	22,383.13	425,618.05		174.00		70028.49	110942.44			81,350.40	31034.45

DEPARTMENT RECAP

DEPT NO#	GROSS	REGULAR	OVERTIME	LEAVE	OTHER	BENEFITS	DEDUCTIONS	TAXES	NET
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DEPT: ALL

PAYROLL NO#: 01

DEPARTMENT RECAP

DEPT NO#	GROSS	REGULAR	OVERTIME	LEAVE	OTHER	BENEFITS	DEDUCTIONS	TAXES	NET
001-010	13,575.00	12,646.53	0.00	928.47	0.00	0.00	1,894.03	2,365.39	9,315.58
001-020	5,717.60	5,608.64	0.00	108.96	0.00	0.00	848.53	1,305.79	3,563.28
001-040	20,380.82	14,992.83	0.00	5,387.99	0.00	0.00	3,226.99	4,026.71	13,127.12
001-092	2,932.80	2,632.86	0.00	299.94	0.00	0.00	497.50	470.39	1,964.91
001-093	1,819.71	1,746.33	0.00	73.38	0.00	0.00	181.19	343.99	1,294.53
001-100	138,369.15	117,769.50	7,651.61	8,665.43	4,282.61	0.00	20,681.15	26,293.92	91,394.08
001-160	101,781.10	83,221.83	10,075.66	7,329.76	1,153.85	0.00	19,211.00	20,085.69	62,484.41
001-180	22,296.81	20,645.31	0.00	1,651.50	0.00	0.00	4,933.14	4,091.57	13,272.10
001-201	45,897.23	42,092.05	1,389.32	2,313.86	0.00	102.00	7,175.07	8,223.41	30,396.75
001-340	28,395.54	25,204.66	1,101.31	2,089.57	0.00	0.00	3,555.71	5,728.46	19,111.37
005-101	7,440.80	5,856.80	0.00	1,584.00	0.00	0.00	1,075.09	1,326.17	5,039.54
400-650	35,297.49	31,956.21	335.87	2,933.41	0.00	72.00	6,566.82	6,636.00	22,022.67
404-650	1,888.00	1,652.00	0.00	236.00	0.00	0.00	182.27	452.91	1,252.82
TOTALS	425,792.05	366,025.55	20,553.77	33,602.27	5,436.46	174.00	70,028.49	81,350.40	274,239.16

REGULAR INPUT: 267

MANUAL INPUT: 0

CHECK STUB COUNT: 10

DIRECT DEPOSIT STUB COUNT: 258