

**MEETING OF THE
MAYOR AND BOARD OF ALDERMAN OF THE
CITY OF RIDGELAND, MISSISSIPPI
August 18, 2015
6:00 PM**

INVOCATION

PLEDGE OF ALLEGIANCE

CONSIDERATION OF MINUTES FROM PRIOR BOARD MEETING

August 4, 2015 Minutes

CONSIDERATION OF MINUTES FROM PRIOR WORK SESSION

August 3, 2015 Minutes

1. AGENDA ITEMS

- a) Consider the Petition and Application to Revise the Township at Colony Park Traditional Neighborhood Development Overlay District Ordinance
- b) Public Hearing - Fiscal Year 2016 Proposed Budget
- c) Adopt 2015 Tax Rolls
- d) Special Event - Salvation Army Women's Auxiliary 10K/5K run/walk

2. CONSENT ITEMS

- a) Approve FY2016 DUI Grant
- b) Special Event - New Hope Baptist Church
- c) Deputy Court Clerk Appointments
- d) Budget Amendment Increasing Accounts 001-000-354 (Insurance Proceeds) and 001-100-740 (Police Capital Vehicles) \$14,315.30
- e) Declare Abandoned Property as Surplus Property
- f) Approve Revised Memorandum of Understanding for the Craft Center Parking Lot
- g) Approve Budget Amendment Street Department (001-201-575)

- h) Approve Contract with Shred-it for Household Hazardous Waste Day
- i) Approve Renewal of Emergency Debris Monitoring Contract
- j) Approve Preliminary Plat for Backwater Farms Subdivision
- k) Accept Police Audit and Approve Recommendations

3. PAYMENT OF CLAIMS

4. EXECUTIVE SESSION

ADJOURNMENT

INFORMATION FOR MAYOR AND BOARD

July 2015 Financial Statement

**MEETING OF THE
MAYOR AND BOARD OF ALDERMAN OF THE
CITY OF RIDGELAND, MISSISSIPPI
AUGUST 4, 2015, 2015
6:00 PM**

The Mayor opened the first regular August 2015 meeting of the Mayor and Board of Aldermen to order. Present were Mayor Gene F. McGee, Alderman D. I. Smith, Alderman Brian Ramsey, Alderman Ken Heard, Alderman Chuck Gautier, Alderman Kevin Holder, Alderman Wes Hamlin, Alderman Scott Jones, City Attorney John Scanlon and City Clerk Paula Tierce. 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 a copy of the City Attorney statement for services through July 27, 2015.

Next came the recognition of students from Olde Town Middle School and Ridgeland High School who are members of the Technology Student Association. Mayor McGee informed the Board that the students of the Technology Student Association traveled to Dallas, Texas and completed in a national competition. Mayor McGee recognized Juliet Buckholt, Amber Halliday, and Isabella Lacourrage for receiving the Community Service Video National Championship. Claire Richert and Maddy Berry were recognized as National Finalist, 9th Place, in Geospatial Technology. Maddy Berry, Clair Richert, and Jarrett Huddleston were recognized as National Finalist, 9th Place, in Construction Challenge. Victoria Green, Anshul Anugu, Randy Townsend, Kelvin So, Ashley Milner and Victoria Jiang were recognized as finalists in Tests of Engineering, Aptitude, Mathematics, and Science (TEAMS). Jayce Matthews was recognized for being a National Finalist, 7th Place, for Extemporaneous Speech. Mayor McGee informed the Board of Aldermen that students also participated in the following categories: Solar Sprint, Problem Solving, Vex Robotics, Dragster, Video-on-Demand, Inventions and Innovations, Electrical Applications, and the Tech Bowl. Stephen Ramsey presented his Carbon Monoxide Filter project to the Mayor and Board of Aldermen.

Next came the presentation of the Keep Mississippi Beautiful 2014 Standard of Excellence Achievement award. Mayor McGee presented the award to Jan Richardson, Chairman of the Keep Ridgeland Beautiful Committee, and thanked her for her service and dedication to the City of Ridgeland.

Next came the matter of accepting the Minutes of the July 21, 2015 Board of Aldermen meeting and the July 20, 2015 and July 21, 2015 Work Session Minutes. The Minutes were accepted and approved with no corrections noted.

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

- d) Transfer \$11,000.00 from 001-092-420 (City Hall Maintenance Salaries) to 001-080-681 (Human Resources Training) – *Order Attached Hereto As Exhibit “D”*
- e) Approve Resolution Authorizing Condemnation of Right-of-Way for the Construction of Lake Harbour Extension – *Resolution Attached Hereto As Exhibit “E”*
- f) Approve Renewal of Emergency Debris Removal Contract – *Order Attached Hereto As Exhibit “F”*
- g) Approve Renewal of Herbicide Spraying Contract with Edko – *Order Attached Hereto As Exhibit “G”*
- h) Approve Care Environmental Corporation 2015 Household Hazardous Waste Collection Agreement – *Order Attached Hereto As Exhibit “H”*
- i) Surplus Property – *Resolution Attached Hereto As Exhibit “I”*
- j) DEA Task Force Agreement – *Order Attached Hereto As Exhibit “J”*

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

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

The Mayor then declared the Motion carried.

PAYMENT OF CLAIMS

Next came for consideration the payment of claims. Alderman Scott Jones moved that claim numbers 124638 through 124938 and July 24, 2015 Payroll 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 Ken Heard	Aye
Alderman Chuck Gautier	Aye
Alderman Kevin Holder	Aye
Alderman Brian Ramsey	Aye
Alderman Scott Jones	Aye
Alderman Wesley Hamlin	Aye

The Mayor then declared the Motion carried.

PUBLIC HEARING/CONSIDER THE PETITION AND APPLICATION
TO REVISE THE TOWNSHIP AT COLONY PARK TRADITIONAL NEIGHBORHOOD
DEVELOPMENT OVERLAY DISTRICT ORDINANCE AS AMENDED

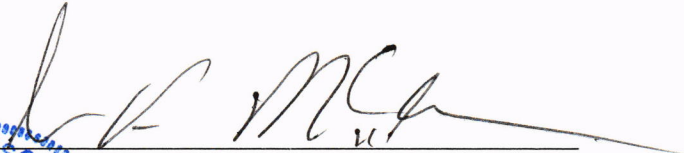
Alderman D. I. Smith	Aye
Alderman Ken Heard	Aye
Alderman Chuck Gautier	Aye
Alderman Kevin Holder	Aye
Alderman Brian Ramsey	Aye
Alderman Scott Jones	Aye
Alderman Wesley Hamlin	Aye

The Mayor then declared the Motion carried.

Next came the Petition and Application for Dimensional Variance filed by Olde Maple, LLC. Mayor McGee informed the Board of Aldermen that Olde Maple, LLC requested that the petition and application be withdrawn. A copy of a letter dated July 30, 2015 withdrawing the petition and application is attached hereto as Exhibit "L".

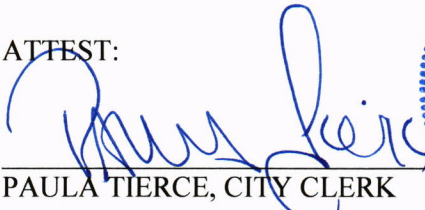
There being no further business before the Mayor and Board of Aldermen, the Mayor adjourned the meeting at 6:35 pm.

WITNESS MY SIGNATURE, this the 5th day of August, 2015.



GENE E. MCGEE, MAYOR

ATTEST:



PAULA TIERCE, CITY CLERK



**MINUTES OF THE WORK SESSION
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF RIDGELAND
AUGUST 3, 2015
6:00 P.M.**

The Mayor opened the work session of August 3, 2015 of the Mayor and Board of Aldermen. Present were Mayor Gene McGee, Alderman D. I. Smith, Alderman Brian Ramsey, Alderman Scott Jones, Alderman Kevin Holder, Alderman Wes Hamlin, Alderman Ken Heard, City Attorney John Scanlon, and City Clerk Paula Tierce. Absent was Alderman Chuck Gautier.

Mayor McGee informed the Board of Aldermen that Olde Maple, LLC has withdrawn their Petition and Application for Dimensional Variance.

Item "d" under Agenda Items was removed.

Item "a" under Consent Items was reworded as follows: Set Public Hearing before the Mayor and Board of Aldermen for the Consideration of the Petition and Application for a Conditional Use Permit and Site Plan Approval for Guru Tegh Bhadur Sikh Temple – September 1, 2015

The Mayor presented the proposed agenda, attached hereto as Exhibit "A". Each item was discussed with no action being taken by the Mayor & Board of Aldermen.

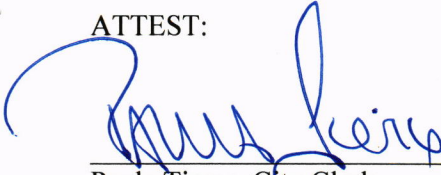
The meeting concluded at 6:13 p.m.

WITNESS MY SIGNATURE, this the 5th day of August, 2015.



Mayor Gene F. McGee

ATTEST:



Paula Tierce, City Clerk



**ORDINANCE OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI
AMENDING THE TND OVERLAY DISTRICT ORDINANCE OF
THE CITY OF RIDGELAND, MISSISSIPPI, TO INCLUDE CERTAIN LANGUAGE
INCLUDING NEW PERMITTED LAND USES**

WHEREAS, the Township Land Company, LLC (the "Petitioner") did make a request to revise for the fifth time a certain ordinance, Township at Colony Park Traditional Neighborhood Development Overlay District Ordinance, as previously revised four times in 2003, 2006, and 2013, (the "TND Overlay District Ordinance"), of the City of Ridgeland, Mississippi.

WHEREAS, the Mayor and Board of Aldermen scheduled a hearing on said Petition for the 4th day of August, 2015 at 6:00 o'clock p.m.; and,

WHEREAS, the Zoning Board did cause notice of the July 16, 2015, hearing to be published in the Madison County Journal, a newspaper of general circulation published in the City of Ridgeland, Madison County, Mississippi, in the manner and for the time required by law, and the Zoning Administrator did post notice of same upon the affected property in the manner and for the time required by law, as shown on Exhibit "A," attached hereto; and,

WHEREAS, the Petitioners did provide evidence to the Ridgeland Mayor and Board of Alderman that the statutory notice requirements had been met and all requirements under City ordinances had likewise been met; and,

WHEREAS, at the time, date and place specified in the notice, on Aug. 4, 2015, at its regular public meeting established in accordance with the law, the Mayor and Board of Aldermen of the City of Ridgeland did recognize and hear the Petitioners in a public hearing, and at said meeting, the said Mayor and Board of Aldermen received comments and heard evidence presented by the Petitioner and all others who appeared at said meeting / public hearings; and,

WHEREAS, the Petitioner requested that the TND Overlay District Ordinance be revised to

include and insert certain language, including new permitted land uses, as shown on their Petition, attached hereto as Exhibit “B,” as well as the drawings attached hereto as Exhibit “C,” and,

WHEREAS, at its regular public meeting held on Aug. 18, 2015, the Mayor and Board of Aldermen agreed the matter should be approved, and thereafter voted to recommend that the Petition be approved; and,

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

WHEREAS, the Mayor and Board of Aldermen hereby finds that it is empowered to grant the request in the Petition and that the granting of the Petition will not adversely affect the public interest; and,

WHEREAS, the matter was presented to the Mayor and Board of Aldermen along with the recommendation of the Community Development Director, and after discussion thereof, Alderman _____ offered the following Ordinance and moved that it be adopted, to-wit:

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

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

SECTION 2. That it is hereby found and determined that the conditions precedent to the granting of the request as required by the City of Ridgeland’s 2014 Official Zoning Ordinance exist and have been satisfied in regard to the granting of the Petition.

SECTION 3. That the request meets the threshold standards the Zoning Ordinance

considered by the Mayor and Board in that the request is in accord with all elements of the city's Comprehensive Plan the character of the neighborhood has changed to such an extent as to justify granting the request, and that there is a public need for the new uses.

SECTION 4. That the TND Overlay District Ordinance is revised to include and insert certain language, including new permitted land uses, as shown on their Petition, attached hereto as Exhibit "B" with the exception that references to CST (Central Standard Time) be replaced with "Local Time".

SECTION 5. That the City of Ridgeland's TND Overlay District Ordinance of Aug. 7, 2001, be, and the same is hereby amended to effectuate this change as herein described.

SECTION 6. This ordinance shall be effective thirty (30) days after its passage and after publication of same as required in § 21-13-11 Mississippi Code of 1972.

ORDAINED, ADOPTED AND APPROVED by the Mayor and Board of Aldermen of the City of Ridgeland, Madison County, Mississippi at a regular meeting thereof held on the 18th day of Aug., 2015.

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

Alderman Ken Heard (Ward 1) voted:	Aye / Nay
Alderman Chuck Gautier (Ward 2) voted:	Aye / Nay
Alderman Kevin Holder (Ward 3) voted:	Aye / Nay
Alderman Brian Ramsey (Ward 4) voted:	Aye / Nay
Alderman Scott Jones (Ward 5) voted:	Aye / Nay
Alderman Wesley Hamlin (Ward 6) voted:	Aye / Nay

Alderman D.I. Smith (At large) voted:

Aye / Nay

WHEREUPON, the Mayor declared the Motion had carried and that the Ordinance was adopted.

The foregoing Ordinance is approved, this the 18th day of August, 2015.

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

ATTEST:

Paula Tierce, City Clerk

[S E A L]

PROOF OF PUBLICATION

THE STATE OF MISSISSIPPI

MADISON COUNTY

PERSONALLY appeared before me, the undersigned notary public, Michael Simmons, Associate Editor and Publisher of the MADISON COUNTY JOURNAL, a weekly newspaper of general circulation in Madison County, Mississippi, defined and prescribed in Section 13-3-31, of the Mississippi Code, being duly sworn, states that the notice, a true copy of which is attached to the issues of said newspaper as follows:

NOTICE OF PUBLIC HEARING

NOTICE is hereby given to those parties in interest that there will be a public hearing on Tuesday, August 4, 2015, at 6:00 o'clock P.M. at the City Hall, 304 Highway 51, Ridgeland, MS 39157, for the purpose of determining whether amendments to Section II C Section V (A) (29), Section V (A) (30), and Section V (A) (31) of the TND Overlay District Ordinance shall be granted.

The hearing was set by the Mayor and Board of Aldermen at its first regular meeting on July 7, 2015.

CITY OF RIDGELAND
By: Gene F. McGee, Mayor

ATTEST:
By: Paula Tierce, City Clerk

July 10, 2015

Publish: July 16, 2015

County,

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Date July 16, 2015
Vol. 34, No. 29

Date _____, 2015

Vol. _____, No. _____

Date _____, 2015

Vol. _____, No. _____

Date _____, 2015

Vol. _____, No. _____

Signed: Michael Simmons

Associate Editor and Publisher

THE MADISON COUNTY JOURNAL

SWORN TO AND SUBSCRIBED before me the 16 day of July, 2015.

Amy N. Lambert
Notary Public



EXHIBIT "A"

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

THE TOWNSHIP LAND COMPANY, LLC

PETITIONER

Petition and Application to Revise
The Township at Colony Park
Traditional Neighborhood Development
Overlay District Ordinance
Adopted as of
August 7, 2001
First Revision June 11, 2003
Second Revision December 20, 2006
Third Revision December 3, 2013
Fourth Revision December 3, 2013

COMES NOW, The Township Land Company, LLC, (hereinafter the "Petitioner") and respectfully petitions the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi, to revise The Township at Colony Park Traditional Neighborhood Development Overlay District Ordinance adopted as of August 7, 2001, First Revised June 11, 2003, Second Revised December 20, 2006, Third Revised December 3, 2013 and Fourth Revised December 3, 2013 (hereinafter the "TND Overlay District Ordinance") as follows:

1. The name of the Petitioner is The Township Land Company, LLC
2. The Petitioner's mailing address is The Township Land Company, LLC, Attention: Clinton G. Herring, Jr., Post Office Box 16436, Jackson, MS 39236.
3. The Petitioner's telephone number is 601-368-9950.
4. The Subject Area is all land being situated in the area defined as "Subject Area" within the TND Overlay District Ordinance and as shown and located on the location map attached to the TND Overlay District Ordinance as Exhibit "B", all as more particularly set forth in Section III of the TND Overlay District Ordinance and as Revised for the annexed area pursuant to the Fourth Revision to the TND Overlay District Ordinance December 3, 2013.

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

THE TOWNSHIP LAND COMPANY, LLC

PETITIONER

5. Petitioner requests that the TND Overlay District Ordinance be revised to include and insert certain language at the Section(s) and Sub-Section(s) noted immediately below:

- a) At Section II C. insert immediately before "**TND Live/Above**" and immediately after "**TND Condominiums**" the following language:

TND LINER FLEX. Contiguous attached or detached building(s) primarily constructed with the intent of providing a liner edge along a street to assist with concealing from view large unattractive areas of surface parking. TND Liner Flex building(s) may be single story or multiple stories. TND Liner Flex building(s) may contain any of the following uses, or a combination thereof: TND Office, TND Retail, TND Live/Work, TND Live/Above, TND Townhouse, enclosed storage, TND Office Condominium, TND Retail Condominium and TND Live/Work Condominium.

- b) At Section V (A) insert at the end of the sub-section (A) the following language:

- 29) Within the TND Overlay District Subject Area, one (1) nail salon (not exceeding 2500 SF of premises area) as a "primary business" as a Permitted Use without the need for any granting of a special exception or conditional use by the City. The allowance hereof of one (1) nail salon as a "primary business" is not intended to limit

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

THE TOWNSHIP LAND COMPANY, LLC

PETITIONER

nail salons in businesses whose "primary business" is not a nail salon (i.e., full service salons or spas, etc.).

- 30) Within the TND Overlay District Subject Area, as a "primary business" and as a Permitted Use without the need for any granting of a special exception or conditional use by the City, one (1) specialty restaurant establishment with an emphasis on the sale of craft beer ("Craft Beer") and/or wine ("Wine") for primarily on premises consumption where the requirement for the percentage of food sales in said specialty establishment is sixty percent (60%), hereinafter a CBW Specialty Restaurant ("CBW Specialty Restaurant"). For the purposes hereof a "CBW Specialty Restaurant as a primary business" is an establishment whose primary business is the sale of beer made in a traditional and/or non-mechanized way by a small brewery ("Craft Beer") and/or Wine. For the purposes of this TND Overlay District Ordinance said establishment shall not be open for business later than 11:00PM CST and no more than forty-nine percent (49%) of the sales of said Craft Beer may be sold for off premises consumption. The allowance hereof of one (1) CBW Specialty Restaurant as a primary

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

THE TOWNSHIP LAND COMPANY, LLC

PETITIONER

business is not intended to limit Craft Beer and/or Wine sales in businesses whose "primary business" is not a Craft Beer and/or Wine Establishment but are merely businesses that offer Craft Beer and/or Wine but not as their "primary business" (i.e. a restaurant, retail store or other appropriate and allowable Land Uses Permitted in the TND Overlay District).

- 31) Within the TND Overlay District Subject Area one (1) off premises consumption only Craft Beer Establishment (not exceeding 2500 SF of premises area) as a "primary business" as a Permitted Use without the need for any granting of a special exception or conditional use by the City. For the purposes hereof an "off premises only consumption Craft Beer Establishment as a primary business" is an establishment whose primary business is the sale (for off premises consumption only) of beer made in a traditional and/or non-mechanized way by a small brewery. The allowance hereof of one (1) off premises consumption only Craft Beer Establishment as a primary business is not intended to limit beer sales (craft or otherwise) in businesses whose "primary business" is not

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

THE TOWNSHIP LAND COMPANY, LLC

PETITIONER

an off premises consumption only Craft Beer Establishment but are merely businesses that offer beer (craft or otherwise) but not as their "primary business" (i.e. a retail store or other appropriate and allowable Land Uses Permitted in the TND Overlay District).

6. Petitioner has shown that the request(s) listed in Section 5. Immediately above is/are consistent with the intent of the TND Overlay District Ordinance and will allow the TND Overlay District Subject Area to be owned, developed, operated and maintained in accordance with the Covenants, Conditions and Restrictions of The Township at Colony Park, including the Architectural Guidelines and will also allow for the continued harmonious and aesthetical use of the TND Overlay District Subject Area.
7. The required filing fee has been paid with the filing of this Petition.

Respectfully submitted,

The Township Land Company, LLC,
a Mississippi limited liability company

By: _____

Clinton G. Herring, Jr., Manager

Date: July 30, 2015

THE TOWNSHIP at colony park

Master Development Plan Ridgeland, MS



A Kerieth Corporation Development - CREATING SPECIAL PLACES™ - www.kerieth.com

R:\1000 Series\981049.Township HCP\61.Rezoning-Overlay District Ordinance\Master Development Plan 2015-02-18 L



EXHIBIT "C"

THE TOWNSHIP at colony park

Master Development Plan Ridgeland, MS



A Keriath Corporation Development - CREATING SPECIAL PLACES™ - www.keriath.com



R:\1000 Series\981049.Township HCP\61. Rezoning-Overlay District Ordinance\Master Development Plan 2015-02-18 L-Showing Subject Liners

Preliminary
June 30, 2015
2015 Tax Assessment
CITY OF RIDGELAND

	2011**	2012	2013	2014		2015			Actual Change	%
CLASS I/II REAL PROPERTY	315,729,272	318,904,610	322,443,354	336,959,524		340,394,848			3,435,324	1.0%
CLASS III PERSONAL PROPERTY	51,047,380	54,693,140	52,537,230	49,511,070		50,104,070			593,000	1.2%
CLASS IV UTILITIES	5,613,414	7,063,098	9,496,636	10,296,255		9,479,071			(817,184)	-7.9%
CLASS V AUTOS/MOBILE HOMES	48,297,724	48,690,928	50,385,740	52,299,120		53,040,333			741,213	1.4%
TOTAL	420,687,790	429,351,776	434,862,960	449,065,969		453,018,322			3,952,353	0.9%
NEW CONSTRUCTION	2,171,059	3,043,069	2,298,857	3,796,125		3,192,468				

NOTE: These number are subject to change due to protest of discovery and they represent the amount calculated upon delivery of the land rolls to the State Tax Commission before equalization. This does include state and school tax only properties and in lieu(27-31-104) taxes.



August 6, 2015

TO: Mayor & Board of Aldermen

FROM: John R. Neal, Chief of Police 

SUBJECT: Special Event Permit – SAWA

I have attached a Special Events Permit request from Becky Cade with the Salvation Army Women's Auxiliary. The event is a fundraiser for the Salvation Army and involves a 10K/5K run/walk. The event is scheduled for Monday, September 7, 2015. The event will be held at 1052 Highland Colony Parkway (Harper, Rains, Knight & Co.). The race will begin at 0700 hours and will end at 1100 hours.

Becky is expecting a crowd of about 300 participants. Becky has made arrangements to have portable restrooms on site. There will be handicap accessible restrooms as well for participants. Salvation Army members and volunteers will set up and clean up the event.

This event will generate overtime for the Police Department. There are seven (7) posts that need to be manned for participant safety and will need to be manned for two (2) hours. At a rate of \$27/hours, the approximate cost of overtime will be \$378.

I am also enclosing checks in the amounts of \$100.00 and \$1,000.00, representing the requisite filing fee and bond fee.

Attachment (1)

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

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

Post Assignment

Salvation Army 10K/5K

Officer	Badge #	Patrol Car	Post Assignment	Post #
Traffic Unit	On Duty	Motorcycle	Command	Rover
COP Unit	On Duty	APU	Concourse/HCP NB	1
Clark	163	TBD	HCP NB/ Steed Rd	2
Animal Control	On Duty	APU	HCP NB/ Steed Rd	2
Neal	150	TBD	HCP NB/ Renaissance	3
Malone	164	TBD	HCP NB/ West Parkway Place	4
Tate	166	TBD	Roundabout	5
Perkins	140	TBD	Roundabout	5
Hastings	158	APU	HCP NB/ Old Agency Pkwy	6
Hollingsworth	154	APU	HCP SB/ Old Agency Pkwy	7
Animal Control	On Duty	APU	HCP NB/ MPT	8
COP Unit	On Duty	APU	HCP SB/ MPT	9

Post 1

Patrol the area around the start/finish line as the race begins. Make sure no traffic is traveling north in the right lane. When the race has moved onto Steed Rd. go to Post 10.

Post 2

Monitor the traffic as runners go by. There should not be much traffic but you will have to stop all traffic as runners turn left from HCP onto Steed Rd eastbound. The Animal Control Unit will leave when all the runners are through this post and go to Post 9. Clark will stay here and work traffic as the runners return to the finish line.

Post 3

Monitor traffic on the northbound side of HCP. The 5K participants will come out of Renaissance here and continue southbound on the parkway in the right lane.

Post 4

Monitor traffic as the 10K participants will come out of Renaissance here and go southbound on the parkway. All participants will stay in the right lane of northbound.

Post 5

Work the traffic through the roundabout as you can but give race participants the right of way. They will come and go through this post both ways.

Post 6

You will be the car that blocks the right lane for racers and moves all vehicle traffic to the left lane. Stop northbound traffic as runners get to you and cross onto Old Agency Parkway. 10K participants will come back through this post as they go to the finish.

Post 7

Stop southbound traffic as runners cross onto Old Agency Parkway. 10K participants will come back through this post as they go to the finish.

Post 8/9

Work traffic as the 5K participants come off the MPT onto HCP. Make sure all participants get back in the right lane of northbound traffic and run to the finish. Once the last 5K participant is past you, these posts are done.

The race begins at 0700 hours. There will be an event briefing in the squad room at 0630 hours. Wear BDUs and a white polo shirt and use TAC 2 radio channel.

**City of Ridgeland Application for
SPECIAL EVENTS PERMIT**
(Please Allow 3 Weeks for Approval)

Name & Address: Becky Cade President
Of: 110 Presto Lane Jackson MS 39205
Individual/Business: The Salvation Army Women's Auxiliary
Type of Event: (Details) 10K/5K run/walk Fundraiser
Location of Event: Avon Rains Knight & Co, 1058 Highland Colony Pkwy, Ste 100
Ridgeland, MS 39367
Date(s) of Event: 9/7/15 to 9/7/15
Hours of Event: 7:00 A.M. to 11:00 A.M.
Estimated Crowd Size: 200 - 300 runners/walkers
What arrangements will be made for adequate restroom facilities: We have contacted
Gotta Go Portable Potty & have agreement for restrooms 1/100 vehicles
registered + disabled potty
What arrangements will be made for clean-up at completion of event: SAWA members
will clean up - have made arrangement for garbage cans
and bags thru Gotta Go Portable Potty
Contact Person: Becky Cade Phone: 601.955.9225
Signature of Contact Person: Becky Cade Date: 9/6/15

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: _____

***A copy of the Special Events Ordinance should be attached to this permit when applicant receives it.**



KETTLE BELL RUN

LABOR OF LOVE 10K/5K MONDAY, SEPTEMBER 7, 2015 Race starts at 8:00 AM

COURSE: 10K (6.2 miles) and 5k (3.1 miles)

Location: 1052 Highland Colony Pkwy, Ridgeland, MS

SCHEDULE OF EVENTS:

PACKET PICK-UP: Friday, September 5th from 10 a.m. to 7 p.m. at Fleet Feet in Ridgeland, MS.

RACE DAY:

6:30-7:45 a.m. Event Day Registration & Packet Pick-up

8:00 a.m. 10K Race (Runners)

8:00 a.m. Delayed Start - 5K Race (Walkers)

9:30 a.m. Awards Ceremony

Note Strollers and pets are welcome.

REGISTER ONLINE: www.racesonline.com

10K & 5K RACE CATEGORIES:

19 and under, 20-29, 30-39, 40-49, 50-59, 60 and over

AWARDS:

* Overall male and female winners

* Top one in each race category

ENTRY FEE:

\$30 Pre-registration – Must be postmarked by 8/12/15

\$35 Registration fee after August 17 (t-shirt not guaranteed)

\$35 Registration on Race Day

* Online Registration available until September 6, 2015 @ 11:59 p.m.

*All pre-registered participants will receive a t-shirt

The Salvation Army Women's Auxiliary's Kettle Bell Run Entry Form

First Name _____

Last Name _____

Address _____

City _____

State _____

Zip _____

Phone _____

Email _____

☐ Male ☐ Female

☐ Running ☐ Walking

Age as of 9/6/2014 _____

Assumption of Risk, Release and Permission:

In consideration of being allowed to participate in the Kettle Bell Run, I hereby assume all risks of personal injury, death or property loss arising in any way out of my participation. I represent that I am physically fit and able to participate in this event, and agree to assume all risks of my participation. I hereby release and agree not to sue The Salvation Army, its chapters, their respective officers, directors, volunteers, employees, sponsors and agents, as well as their affiliates, managers, coordinating groups, and entities associated with this event, from or in connection with any and all claims of liability and other claims arising out of my participation in this event. I grant full permission to the organizers of this event to use and publish my name and images as a participant in photographs, video, results online and in print and for publicity.

Mail completed registration form and payment to:

The Salvation Army
C/O Labor of Love Kettle Bell Run
P.O. Box 31954
Jackson, MS 39286

Entry Fee: \$ _____

☐ Enclosed is an additional \$ _____ to help support The Salvation Army.

T-Shirt size: S M L XL XXL
(circle one)

Signature (Parent or guardian if under 18 years of age) _____

Date _____

Email _____

Jennifer Sledge

From: chris <chris@fleetfeetjackson.com>
Sent: Tuesday, June 16, 2015 4:18 PM
To: Jennifer Sledge; cade.consulting@att.net
Cc: 'ELIZABETH Ramsey'; Erica_Bradshaw@uss.salvationarmy.org
Subject: RE: Labor of Love, Kettle Bell Run

Hey Jennifer,

Below are two links to proposed courses. I will have to adjust the start/finish spots slightly to make the courses the exact 10K and 5K distances once I actually run them. If you would like the start/finish to be at a different part of the building let me know, and I can change the courses. Also, I updated www.msracetiming.com to include the race registration flyer and included a link to the online registration.

<http://www.gmap-pedometer.com/?r=6637764> 10K course

<http://www.gmap-pedometer.com/?r=6637766> 5K course

Thanks,

Chris Walker
Store Manager
Fleet Feet Sports
500 Highway 51
Suite Z
Ridgeland, MS 39157
601-899-9696
www.fleetfeetjackson.com

-----Original Message-----

From: Jennifer Sledge [<mailto:jsledge@mississippi.org>]
Sent: Tuesday, June 16, 2015 2:24 PM
To: chris; cade.consulting@att.net
Cc: 'ELIZABETH Ramsey'; Erica_Bradshaw@uss.salvationarmy.org
Subject: RE: Labor of Love, Kettle Bell Run

Good afternoon Chris,

Please let me know when you have the route info together. I need to include that info when I submit our permit package to the city of Ridgeland.

Thanks,

Jennifer Sledge
Human Resources Specialist
Mississippi Development Authority
www.mississippi.org
(601) 359-2981

10K-run

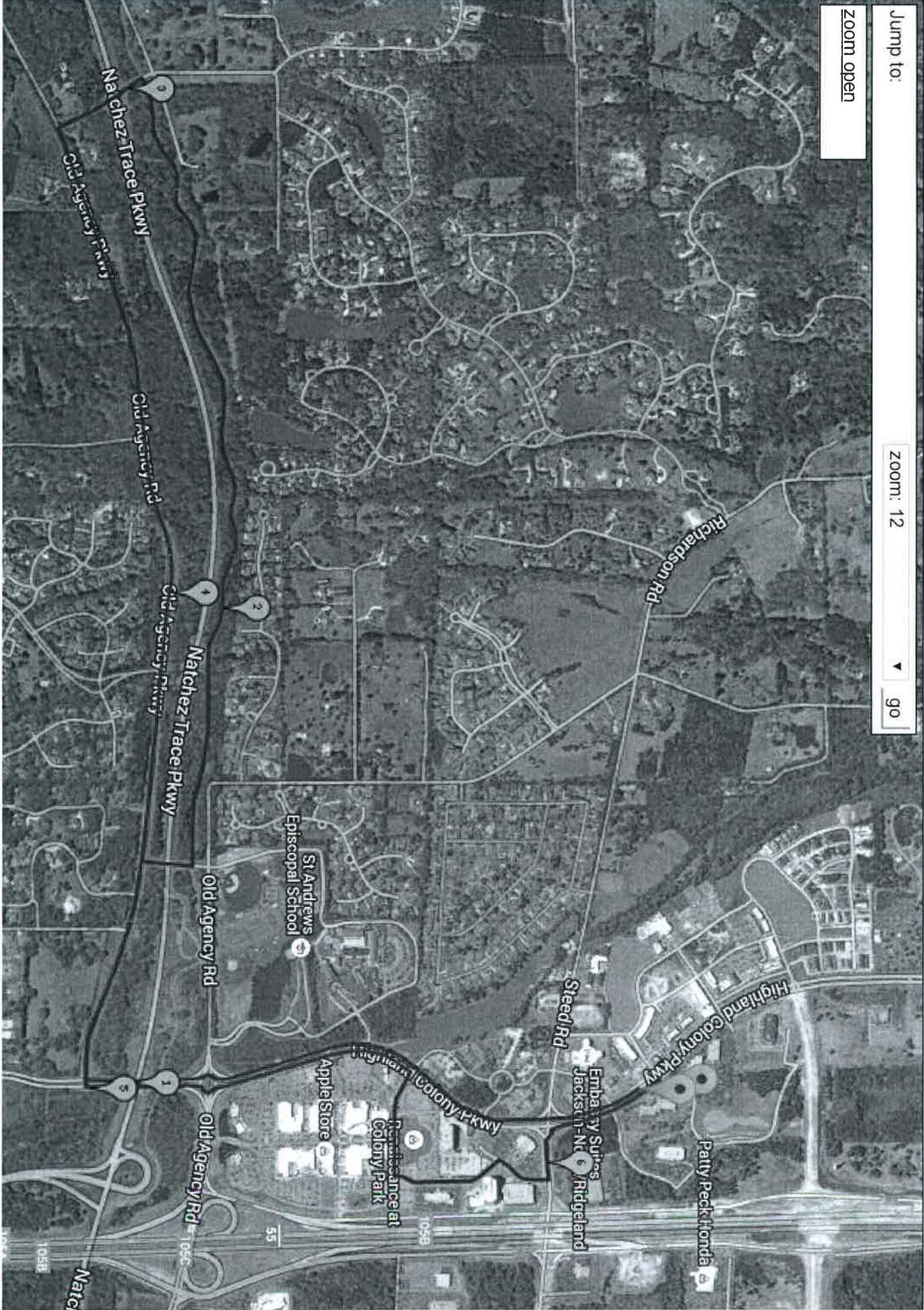
[gm-map-pedometer.com](#) [map](#) [blog](#) [bookmarked routes](#) [workout log](#) [forum](#) [about](#) [profile](#) [log in](#)

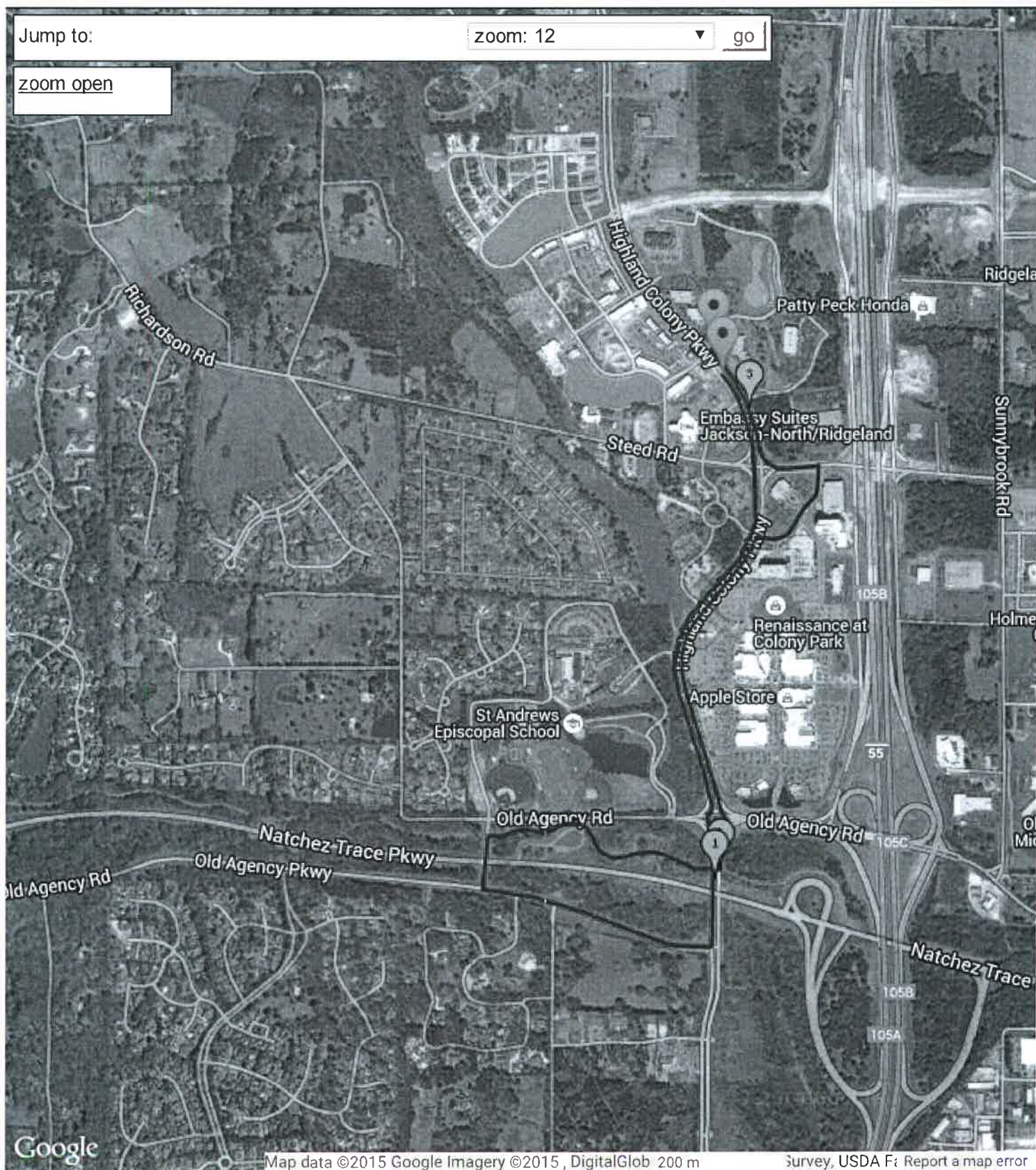
Jump to:

zoom: 12

go

Zoom open







CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/30/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CHESTERFIELD INSURANCE AGENCY P.O. BOX 237 GREEN, OH 44232-0237	CONTACT NAME DEANNA CIPRIANO
	PHONE (A/C, No, Ext): 1-800-321-0130 X-8123 FAX (A/C, No): 330-896-6548
	E-MAIL ADDRESS: DEANNA.CIPRIANO@TPA4TSA.COM
	INSURER(S) AFFORDING COVERAGE
	INSURER A: ZURICH AMERICAN INS. CO NAIC # 16535
	INSURER B: THE SALVATION ARMY RISK TRUST N/A
	INSURER C: THE SALVATION ARMY, A GEORGIA CORP. N/A
	INSURER D: AMERICAN ZURICH INSURANCE COMPANY 40142
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 105224 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC		SELF INSURED RETENTION	01/01/15	01/01/16	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 500,000 PRODUCTS - COMP/OP AGG \$ 500,000
AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS NON-OWNED AUTOS		BAP 9300525-13	01/01/15	01/01/16	COMBINED SINGLE LIMIT (Ea accident) \$ 100,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 500,000		TRUST #19578500	01/01/15	01/01/16	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC 9300799-13	01/01/15	01/01/16	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
AUTO LIABILITY EXCESS		SELF-INSURED RETENTION	01/01/15	01/01/16	\$400,000 XS OF \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
OVERAGE APPLIES TO THE SALVATION ARMY 110 PRESTO LANE, JACKSON MS 39206 AS RESPECT TO THE WOMEN'S AUXILIARY FUND RAISER RUN EVENT LOCATED AT 100 CONCOURSE AT COLONY PARK, 1052 HIGHLAND COLONY PARKWAY, RIDGELAND, MS 39157.

DATES: 9/7/15
ADDITIONAL INSURED: 100 PARKWAY PLACE LLC AND HC BAILIEY CO AND ITS SUBSIDIARIES

CERTIFICATE HOLDER 100 PARKWAY PLACE LLC 1022 HIGHLAND COLONY PARKWAY, SUITE 200 RIDGELAND, MS 39157	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

Certificate of Insurance Request

Date Request Submitted: June 29, 2015

Date Certificate Needed: July 13, 2015

☒ E-mail certificate to: Harris Callum, HC Bailey Co. at Hcallum@hcbailley.com (601) 853-8000

☐ Fax certificate to (attn):

TSA Location Information

ARC/CORP/INSTITUTION NAME: Jackson Regional Coordinate
LOCATION #: 381565

ADDRESS:
110 Presto Lane

CITY, STATE: Jackson MS 39206
ZIPCODE:

Location to be Insured

NAME (IF DIFFERENT):
100 Concourse at Colony Park
LOCATION #:

ADDRESS:
1052 Highland Colony Parkway

CITY, STATE: Ridgeland, MS 39157
ZIPCODE:

Certificate Holder

NAME:
100 Parkway Place, LLC

ADDRESS:
1022 Highland Colony Parkway, Suite 200

CITY, STATE: Ridgeland, MS 39157
ZIPCODE:

Additional Insured (List all Parties)

NAME (IF DIFFERENT):
100 Parkway Place, LLC and HC Bailey Co and it subsidiaries

ADDRESS:
1022 Highland Colony Parkway, Suite 300

CITY, STATE: Ridgeland, MS 39157
ZIPCODE:

Coverage Selection

☒ General Liability
Limit (if over \$500,000): \$1,000,000

☐ Worker's Compensation

☐ Automobile
Limit (if over \$500,000):

☐ Other (specify coverages, limits & include contract)

Description

Program, Service or Operation to be covered:
Women's Auxiliary Fund Raiser Run Event

Dates of Coverage: Sept. 7, 2015 only

From: To:

Specific Wording or Requirements:

St. Dominic-Jackson Memorial Hospital
969 LAKELAND DRIVE - JACKSON, MISSISSIPPI 39216

TRUSTMARK NATIONAL BANK
Jackson, MS

05-27
653

337733

*****\$1,000.00

CHECK DATE	CHECK AMOUNT
07/09/2015	*****\$1,000.00

PAY One Thousand And NO/100 Dollars

PAYEE: CITY OF RIDGELAND

TO
THE
ORDER
OF

CITY OF RIDGELAND
304 HWY 51
RIDGELAND MS 39157

THE CHECK EXPIRES 90 DAYS FROM DATE OF ISSUE

James H. Deane

SIGNATURE HAS A COLORED BACKGROUND

⑈00337733⑈ ⑆065300279⑆ 1000292980⑈

THIS CHECK CLEARS THROUGH POSITIVE PAY

THIS CHECK IS VOID WITHOUT A GREEN & BLUE BACKGROUND AND AUTHENTIC WATERMARK ON THE BACK - HOLD AT LIGHT TO VIEW

**PAUL D CADE
BECKY CADE**
1609 SHEFFIELD DR
JACKSON, MS 39211

2631
85-127/842
824

Pay to the
Order of

City of Ridgeland \$ *100.00*
One hundred dollars and no/100 Dollars



BancorpSouth

Right Where You Are
INFOLINE 1-888-797-7711

For *Permit-Labor of Love, Kettle*
Bell Run

⑆084201278⑆ 52876711⑈

Heritage Checking

Becky Cade

2631

Harland Clarke

Security
Features
Guarantee
on
Back



MP



police department

August 7, 2015

TO: Mayor & Board of Aldermen

FROM: John R. Neal, Chief of Police 

SUBJECT: FY2016 DUI GRANT

Please review for approval the attached DUI grant application for the FY2016 DUI Grant through the Department of Public Safety.

Your consideration and approval of this request will be appreciated.

Attachment (1)

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

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



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

PHIL BRYANT
GOVERNOR

ALBERT SANTA CRUZ
COMMISSIONER

July 31, 2015

Gene McGee, Mayor
City of Ridgeland
115 West School Street
Ridgeland, MS 39157

Dear Mayor McGee:

Enclosed you will find your Mississippi Office of Highway Safety (MOHS) Grant Agreement for the Fiscal Year 2016. You have been awarded \$76,126.00 for the 154 Alcohol Impaired Driving program. **All FY 2016 grant funds must be expended by September 30, 2016 and the FY 2016 Sub-Grantee Closeout Report must be received in our office no later than COB November 15, 2016.**

Please thoroughly read the Grant Agreement as changes have been made for Fiscal Year 2016. **Your completed Grant Agreement must be returned to the MOHS by COB September 4, 2015.** Please make sure that you complete the following documents when you are returning your Grant Agreement:

- 1. Signature Page (original signature in BLUE ink)**
- 2. Completed Agreement of Understanding & Compliance**
- 3. Completed Governmental Resolution Form**
- 4. Enclose a copy of your most recent financial audit (please copy your audit to a CD as we have limited filing space)**

Failure to return your completed Grant Agreement (and all required documents) by the above stated date will result in the reallocation of these grant funds. Please mail the completed Grant Agreement and all required documents to the following address:

Mississippi Office of Highway Safety
Attn. Rena Gaylor
1025 Northpark Drive
Ridgeland, MS 39157

Please feel free to contact your Program Manager, Rena Gaylor, if you should have any questions concerning the completion of the Grant Agreement. You may reach your Program Manager at 601-977-3718 or rgaylor@dps.ms.gov.

Regards,

Penny N. Corn

Penny N. Corn, Director
Mississippi Office of Highway Safety

FY16 MOHS GRANT AGREEMENT

MS Office of Highway Safety

1025 Northpark Drive

Ridgeland, MS 39157

Phone: (601) 977-3700; Fax: (601) 977-3701

1. Subgrantee's Name: Ridgeland Police Department Mailing Address: 115 West School Street Ridgeland, MS 39157 Telephone Number: 601-856-2121 FAX: 601-853-2028 E-Mail: John.neale@ridgelandms.org		2. Effective Date of Grant: 10/01/2015	
		3. Subgrant Number: 154AL-2016-ST-23-01	
		4. Grant Identifier (Funding Source & Year): 154 AL IMPAIRED DRIVING FY16	
		5. Beginning and Ending Dates: 10/01/2015-09/30/2016	
		6. Subgrant Payment Method: <u> X </u> Cost Reimbursement Method	
7. CFDA # - 20.607	8. DUNS # - 603797481	9. Congressional District – 3	10. FEIN #: 18X9205464MS16
11. The following funds are obligated:			
A. COST CATEGORY		B. SOURCE OF FUNDS	
(1) Personal Services-Salary	\$75,252.40	(1) Federal	\$76,126.00
(2) Personal Services-Fringe		(2) State	
(3) Contractual Services		(3) Local	
(4) Travel	\$873.60	(4) Other	
(5) Equipment			
(6) Commodities			
(7) Indirect Costs			
TOTAL	\$76,126.00	TOTAL	\$76,126.00
The Subgrantee agrees to operate the program outlined in this subcontract in accordance with all provisions of this subcontract as included herein. The following sections are attached and incorporated into this agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Budget Summary; Cost Summary Support Sheet; and required agency's policies and procedures and Agreement of Understanding and Compliances. All policies, terms, conditions, and provisions listed in guidelines, grant agreement, and agreement of understanding which has been provided to Subgrantee, are also incorporated into this agreement, and Subgrantee agrees to fully comply therewith.			
12. Approved for Grantee:		13. Approved for Subgrantee:	
Signature _____ Date _____ Name: Penny Corn Title: MOHS Office Director, Division of Public Safety Planning, MS Office of Highway Safety		Signature _____ Date _____ Name: _____ Title: _____	

FY16 Sub-Grantee-Targets, Performance Measures and Strategies

Agency Name: Ridgeland Police Department

Targets:

The Ridgeland Police Department will reduce the number of alcohol related injuries from 5 in 2013 to 4 by the end of 2016.

Performance Measures:

Increase the number of grant funded DUI arrest by 5 % from 2016 in FY14 to 227 in FY16.

Strategies:

Select or Hire full-time officer

Overtime Enforcement

12 Checkpoints

8 Saturation Patrols

Generate Earned Media

Publicize patrol activities results (after occurrence)

Conduct 4 education outreach activities/presentations

Attend Troop LEL Network Meeting

Participate in the National blitz campaigns with enhanced DUI enforcement:

Drive Sober or Get Pulled Over – Christmas/ New Year's

Drive Sober or Get Pulled Over – Labor Day

Participate in the State blitz campaigns with enhanced DUI enforcement:

Super Bowl

Memorial Day

4th of July

Obtain (quotes/bids) on equipment (if applicable)

FY16 MOHS TASK BY QUARTERS

AGENCY NAME: Ridgeland Police Department

PROJECTION TASK BY QUARTERS:

Please include information regarding Blitz participation, if agency is participating in a Blitz during quarter.

SCHEDULE PROJECTION OF TASKS BY QUARTERS
List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.
1st QUARTER (OCTOBER, NOVEMBER & DECEMBER) Purchase approved equipment during 1st quarter for the grant year. (any equipment over \$5000.00 – agency is required to have an approval letter from MOHS [with NHTSA approval attached] prior to purchase) Attend, at a minimum, one (1) MAHSL meeting during quarter. Attend LEL Troop Network meeting. Conduct not less than 3 checkpoints during quarter. Conduct not less than 2 saturation patrols during quarter. Issue a minimum of 69.25 DUI Arrest during quarter, to reach 100 % goal of 227 for FY2016. Agency will conduct not less than 1 school, community and/or public information and education presentation during the quarter. Submit all required reporting documents by scheduled date(s) as defined in contract by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Quarterly Progress reports, etc.) <u>Additional Tasks:</u> Participate in the Drive Sober or Get Pulled Over national Christmas/New Year's blitz campaign with enhanced DUI enforcement and earned media with at least two (2) newspaper, television
Projected Expenditures for Quarter: \$18,838.00

FY16 MOHS TASK BY QUARTERS

AGENCY NAME: Ridgeland Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters.

Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

2nd QUARTER (JANUARY, FEBRUARY & MARCH)

Attend, at a minimum, one (1) MAHSL meeting during quarter.

Attend LEL Troop Network meeting.

Conduct not less than 3 checkpoints during quarter.

Conduct not less than 2 saturation patrols during quarter.

Issue a minimum of 49.25 DUI Arrest during quarter, to reach 100 % goal of 227 for FY2016.

Agency will conduct not less than 1 school, community and/or public information and education presentation during the quarter.

Submit all required reporting documents by scheduled date(s) as defined in contract by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Quarterly Progress reports, etc.)

Additional Tasks:

Participate in the Drive Sober or Get Pulled Over national New Year's and the State Super Bowl blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television or radio presentations.

Projected Expenditures for Quarter: \$18,738.00

FY16 MOHS TASK BY QUARTERS

AGENCY NAME: Ridgeland Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters.

Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

3RD QUARTER (APRIL, MAY & JUNE)

Attend, at a minimum, one (1) MAHSL meeting during quarter.

Attend LEL Troop Network meeting.

Conduct not less than 3 checkpoints during quarter.

Conduct not less than 2 saturation patrols during quarter.

Issue a minimum of 79.25 DUI Arrest during quarter, to reach 100 % goal of 227 for FY2016.

Agency will conduct not less than 1 school, community and/or public information and education presentation during the quarter.

Submit all required reporting documents by scheduled date(s) as defined in contract by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Quarterly Progress reports, etc.)

Additional Tasks:

Participate in the State Memorial Day blitz campaign with enhanced DUI enforcement.

Projected Expenditures for Quarter: \$18,838.00

FY16 MOHS TASK BY QUARTERS

AGENCY NAME: Ridgeland Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters.

Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

4TH QUARTER (JULY, AUGUST & SEPTEMBER)

Attend, at a minimum, one (1) MAHSL meeting during quarter.

Attend LEL Troop Network meeting.

Conduct not less than 3 checkpoints during quarter.

Conduct not less than 2 saturation patrols during quarter.

Issue a minimum of 79.25 DUI Arrest during quarter, to reach 100 % goal of 227 for FY2016.

Agency will conduct not less than 1 school, community and/or public information and education presentation during the quarter.

Submit all required reporting documents by scheduled date(s) as defined in contract by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Quarterly Progress reports, etc.)

Additional Tasks:

Participate in the Drive Sober or Get Pulled Over State 4th of July and national Labor Day blitz campaign with enhanced DUI enforcement and earned media with at least two (2) newspaper, television or radio presentations.

Projected Expenditures for Quarter: \$19,712.00

FY16 MS OFFICE OF HIGHWAY SAFETY-BUDGET SUMMARY

1. Applicant Agency: Ridgeland Police Department

2. Subgrant Number: 154AL-2016-ST-23-01	3. Grant ID: 154 AL IMPAIRED DRIVING FY16	4. Beginning: October 1, 2015	5. Ending: September 30, 2016
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Funding Sources

6. For MOHS Use Only	7. Activity	8. Federal	9. State	10. Program Income	11. Other (Local-Private)	12. Total
	154 AL IMPAIRED DRIVING	\$76,126.00				\$76,126.00
TOTAL		\$76,126.00				\$76,126.00

FY16 Mississippi Office of Highway Safety-Cost Summary Support Sheet

1. Applicant Agency: Ridgeland Police Department					
2. Subgrant Number: 154AL-2016-ST-23-01		3. Grant ID: 154 AL IMPAIRED DRIVING FY16		4. Beginning: October 1, 2015	
5. Ending: September 30, 2016					
6. Activity: 154 AL IMPAIRED DRIVING					
7. MOHS Use Only	8. Category & Line Item	10. Description of item and/or Basis for Valuation	11. Budget		
			Federal	All Other	Total
	Personal Services-Salary	Full-time Officer @ <u>\$17.48</u> x <u>2184</u> hours = <u>\$38,176.32</u> Full-time Officer @ <u>\$16.64</u> x <u>2184</u> hours = <u>\$36,341.76</u> Officers over-time or regular time above and beyond normal work hours @ approx. <u>\$15.29</u> X approx. <u>48.0262</u> = <u>\$734.32</u> Total Salaries = <u>\$75,252.40</u>	\$75,252.40		\$75,252.40
	Personal Services-Fringe				
	Contractual Services				
	Travel	STARS Room rate \$75.00 X 3 nights X 20% room taxes = \$270.00 Meals Monday \$34.50 + Tuesday \$35.00 + Wednesday 35.00 + Thursday \$34.50 X 20% gratuity = \$166.80 \$270.00 + \$166.80 = 436.80 X <u>2</u> = \$873.60	\$873.60		\$873.60

		Total travel = \$873.60			
	Equipment				
	Commodities				
	Indirect Costs				

TOTALS	\$76,126.00		\$76,126.00
---------------	-------------	--	-------------

Mississippi Office of Highway Safety

FY16 Agreement of Understanding and Compliance

This agreement made and entered into by and between the State of Mississippi by and through the MS Office of Highway Safety, hereinafter referred to as State, and the Governmental Unit or agency named in this application, hereinafter referred to as Sub-grantee.

WHEREAS, the National Highway Traffic Safety Act of 1966, as amended, provides Federal funds to the State for approved highway safety projects for the purpose of reducing injuries and fatalities as result of motor vehicle crashes, and

WHEREAS, the State may make said funds available to state, county, and municipal agencies and/or government or political subdivisions and/or non-profit entities upon application and approval by State and the National Highway Traffic Safety Administration (NHTSA) if applicable, and

WHEREAS, the Sub-grantee must comply with the requirements listed herein, to be eligible for Federal funds in approved highway safety projects, and

WHEREAS, the State is obligated to reimburse NHTSA out of its funds for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received, and

WHEREAS, the Sub-grantee has submitted an application for Federal funds for highway safety projects:

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

1. It is mutually agreed that upon written application by Sub-grantee and approval by State and NHTSA (if applicable), State will obligate Federal funds to Sub-grantee account for reimbursement of eligible expenditures as set forth in the application.
2. It is understood that the State has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by OMB Circular A-133, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that Sub-grantee reimburse State for any ineligible or unauthorized expenditure for which Federal funds have been claimed and payment received as determined by a State or Federal audit.
3. It is also understood, pursuant to Section 18.42(e)(1) of Title 49 Code of Federal Regulations, the awarding agency and the Comptroller General of the United States, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), shall have the right of access to any pertinent books, documents, papers, or other records of grantees and sub-grantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.
4. It is further agreed that where reimbursement is made to Sub-grantee in installments, State shall have the right to withhold any installments to make up reimbursement(s) received for any ineligible or

unauthorized expenditure until such time as the ineligible claim is made up or corrected by Sub-grantee.

5. Unless otherwise directed, Sub-grantees must submit monthly reimbursement and back up documentation, by the 15th day of the following month to receive reimbursement for project activities. Tasks by Quarter Reports reflect the status of project implementation and progress toward reaching goals. Each progress report shall describe the project status quarterly and shall be submitted to the State no later than fifteen (15) days following the end of each quarter.

Final Closeout Report and Reimbursement Claim with all required documentation must be received to MS Office of Highway Safety within forty five (45) days of completion of the project **(Close of Business (COB) November 15th)**. Appropriate forms will be provided to the Project Director. All required due dates for MOHS documents are provided in the Project Director's Guide.

Any Sub-grantee delinquent in submitting quarterly and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period in question, will be subject to having submitted reimbursement requests withheld. Once completed reports are received, reimbursement requests will be processed.

II. ON-SITE MONITORING AND EVALUATION

Pursuant to Federal guidelines, the State has developed a plan for evaluating all projects. Each Sub-Grantee will be required to have at least one (1) on-site monitoring visit during the grant year. The evaluation can include on-site monitoring both during and at the end of each grant period. All written documents will be reviewed to determine progress, problems and reimbursements of the project.

III. PROPERTY AGREEMENT

- Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the MS Office of Highway Safety; or the State, by formal agreement with appropriate officials of a political subdivision, State agency, or non-profit entities.
- It is mutually agreed and promised that the Sub-grantee shall immediately notify the MS Office of Highway Safety if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such event, Sub-grantee further agrees to transfer or otherwise dispose of such equipment as directed by the MS Office of Highway Safety.
- It is mutually agreed and promised by the Sub-grantee that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MS Office of Highway Safety.
- It is mutually agreed and promised that the Sub-grantee shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.
- Each Sub-grantee of federal grant funds has a financial management system that complies with the minimum requirements of 49 CFR Part 18/2 CFR Part 200 and 1201 (Super Circular).
- Each Sub-grantee of federal grant funds has a procurement system that complies with the minimum requirements of 49 CFR Part 18/2 CFR Part 200 and 1201 (Super Circular).

- All equipment awarded in this project agreement/contract must be ordered within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MS Office of Highway Safety must be notified as to the reason for the delay and projected purchase date of the equipment.
- Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.
- A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.
- A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage or theft shall be investigated.
- Adequate maintenance procedures must be developed to keep the property in good condition.
- If the sub-grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
- Costs for equipment items are allowable only as part of a comprehensive program effort. All approved equipment must be included on the Federal Conformation Product List (CPL), where applicable. Approved equipment purchased with federal funds, must be in compliance of the Buy America Act (49 U.S.C. 5323(j)).
- Approved equipment with a purchase price of \$5,000.00 must be approved in writing from the National Highway Traffic Safety Administration before the purchase of approved equipment purchased with federal funds.

IV. STAFFING

Positions covered by this project that are 100% funded must be new positions. If staff of the Sub-grantee agency is transferred to work on this project, they must replace the vacant position with a new hire. Salaries in this project are for the purpose of remuneration for personal services over and above the present manpower level of the agency. All full time funded positions require time certification and/or detailed activity documentation as directed by MS Office of Highway Safety.

V. GENERAL PROJECT REQUIREMENTS

- A. Any change to out-of-state travel approved in the Grant Application, must have prior written approval by the MS Office of Highway Safety for changes. Requests for change should be submitted to the MS Office of Highway Safety not less than two (2) weeks before the intended date of travel on Agency letterhead.
- Out of State Travel-All federal funded **out of state travel** requires expenses incurred to be placed on the authorized travel voucher. All cost must be based on current state and federal policies.

- In State Travel- All federal funded **in state travel** requires itemized receipts for expenses incurred, as well as the authorized travel voucher. All cost must be based on current state and federal policies.
- B. No budget modification requests will be accepted by the MS Office of Highway Safety after **July 31st**.
- C. Sub-grantee must submit any proposed agreements for contractual services to the MS Office of Highway Safety. Contractual Services must be submitted forty-five (45) days prior to acceptance, due to the fact that contracts may be subject to review and approval by NHTSA.
- D. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the Sub-grantee and used for project related expenses or to offset eligible expenses with the approval of the MS Office of Highway Safety.
- E. Local government Sub-grantee must complete the “Local Governmental Resolution” included within this document, or a similar, equally binding resolution.
- F. Sub-grantee must maintain in the agency grant file the most current copy of the following policies with the application for funding. If agency does not have a current policy, please inform the MS Office of Highway Safety of the un-availability of the policy.
 - Seat belt policy (Must Retain a Copy);
 - Warning citation policy (If Applicable);
 - Pursuit policy(Must Retain a Copy);
 - Checkpoint policy (If Applicable);
 - Saturation patrol policy (If Applicable); and
 - DUI enforcement policy (If Applicable)
 - Agency seat belt survey procedures must be provided if usage rate is identified as a performance measure within agreement (If Applicable)
- G. Sub-grantee must submit to the MS Office of Highway Safety a copy of the following policy(s)**
 - **Payroll policy to include: overtime, payroll schedule(payroll period begin/end dates & check date), leave policy (vacation, sick leave, holiday, & compensatory time)**
- H. All promotional items should be requested from the MS Office of Highway Safety. The sub-grantee must submit a distribution plan with the request that states how the items are integral to the accomplishment of the project.
- I. All training received under federal funded programs must be program related and the sub-grantee must maintain a copy of the certificate of completion **must** be available for inspection in the agency’s grant file.
- J. A Property Record form **must** be completed for all equipment. All equipment cost exceeding \$500.00 will be tagged with a Department of Public Safety inventory control number. All equipment will be maintained on the Sub-grantee inventory data base.
- K. Implementation of Agreement:
All sub-grantees are required to attend a mandatory grant implementation meeting. Failure to attend one (1) of the three (3) offered mandatory grant implementation meetings will result in rescinding of the grant funds allocated for the project.

L. Termination of Agreement:

- The MS Office of Highway Safety in the event of Sub-grantee noncompliance with any of the provisions of this agreement may terminate this agreement by giving the Sub-grantee a thirty (30) day notice. The MS Office of Highway Safety, before issuing notice of termination of this agreement, shall allow the Sub-grantee a reasonable opportunity to correct noncompliance issues. For noncompliance with the nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.
- The Sub-grantee may terminate its participation in this agreement by notifying and submitting the required closeout documentation to the MS Office of Highway Safety, thirty (30) days in advance of the termination date.
- Agreement Changes: Any proposed changes in this agreement that would result in changes in the scope, character, or complexity of the agreement, must be submitted with Budget Modification Letter to the MS Office of Highway Safety, shall require an approved Budget Modification prior to change(s) being implemented.
- Agreements: Unless otherwise authorized in writing by the MS Office of Highway Safety, the Sub-grantee shall not assign any portion of the work to be performed under this agreement, or execute any agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this agreement without the prior written concurrence of the MS Office of Highway Safety. Any subcontract under this agreement must include all required and/or applicable clauses and provisions of this agreement.
- Sub-grantee failure to meet all reporting, attendance at meeting(s), scheduled events and timely submission of reimbursement requests set forth in the agreement by the MS Office of Highway Safety, will result in the withholding of reimbursement payments.

VI. UNALLOWABLE COST

Limitations and Conditions: The provisions stated in the following section are not intended to deny flexibility in supporting potential accident and injury reduction activities; however, the conditions do serve as a guide in describing costs that are **not allowable** for highway safety funding. See NHTSA Highway Safety Grant Funding Guidance.

The following are unallowable:

A. Unallowable Costs for Facilities and Construction

- Highway construction, maintenance, or design other than design of safety features of highways incorporated into Roadway Safety guidelines
- Construction or reconstruction of permanent facilities, such as paving, driving ranges, towers and non-portable skid pads
- Highway safety appurtenances including longitudinal barriers (such as guardrails), sign supports (except as allowed under Allowable Costs with Conditions for selected Items, Part II.A.2.), luminaire supports, and utility poles (FHWA safety construction Federal-aid funds are available)
- Construction, rehabilitation, or remodeling for any buildings or structures or for purchase of office furnishings and fixtures;

Examples of office furnishings and fixtures

- Chair
- Table
- Shelving
- Coat Rack
- Bookcase
- Filing Cabinet
- Floor Covering
- Office Planter
- Portable Partition
- Picture, Wall Clock
- Draperies and Hardware
- Fixed Lighting/Lamp
- Land (except for SAFETEA-LU Section 2010 and MAP-21 Section 405(f) motorcycle safety grant funds used to purchase a facility which includes the purchase of land upon which the facilities sit.)

B. Unallowable Equipment Costs

- Fixed and portable truck scales (Motor Carrier safety program funds are available for truck scales)
- Traffic signal preemption systems (FHWA Federal-aid highway program funds are available for traffic signal preemption systems)
- Automated traffic enforcement systems may not be purchased, operated, or maintained with Section 402 funds (including MAP-21 Section 405(b) High Seat Belt Use Rate funds, 405(d) Ignition Interlock funds, 405(e) Distracted Driving funds, and 405(g) GDL funds, in which a State has been approved to use for any eligible project or activity under 23 USC 402). (23 CFR Part 1200.13(b)).
- Radars or other speed measuring devices using MAP-21 Section 405-Impaired Driving Countermeasures and SAFETEA-LU Section 410 Alcohol Impaired Driving Countermeasures grant funds.

C. Unallowable Training Costs

- Training of employees of Federal civilian and Federal military agencies. Note: Training for Department of the Interior personnel who are assigned Section 402 responsibilities is covered under the 5 percent administrative allowance.
- An individual's salary while pursuing training (except when the individual's salary is already supported with highway safety funds under an approved project).
- Overtime for police officers attending drug recognition expert training.

D. Program Administration

- Supplanting, including: (a) replacing routine and/or existing State or local expenditures with Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally recognized Indian tribal governments (2 CFR Part 225 Appendix B.19).
- NHTSA highway safety grant funds used to defray expenses incurred or sought to be incurred for activities of Federal civilian or military agencies or employees. For Department of the Interior, personnel expenditures for the Section 402 program are covered under the five percent administrative allowance.
- Alcoholic beverages for any consumption purposes or techniques for determining driver impairment are not allowable (See Part III, D.3.). (2 CFR Part 225 Appendix B 3)
- Entertainment costs, including amusement and social activities and expenses directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities). (2 CFR Part 225 Appendix B 14)
- NHTSA highway safety grants funds for commercial drivers' compliance with specific Federal Motor Carrier Safety Regulations.
- Drug impaired activities, equipment and drug impaired training is not allowable with Sections 154/164 funds.

E. Lobbying

Federal - the cost of influencing the U.S. Congress and Federal agency officials for activities associated with obtaining grants, contracts, cooperative agreements or loans.

State and Local - No Federal funds may be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or

local legislative body. Such activities include both direct and indirect (e.g., grassroots) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds to engage in direct contact with State or local legislative officials, in accordance with customary State practice, even if it urges legislative officials to favor or oppose the adoption of a specific pending legislative proposal. (23 CFR Part 1200 Appendix A)

Additional Items Unallowable:

- Cell phones, guns and office furniture are **not** allowable for purchase with these funds under any circumstances.
- Costs for equipment purchases exceeding \$5,000.00 must have prior approval from NHTSA. The MS Office of Highway Safety will obtain the approval letter and provide a copy to the Sub-grantee.
- Where major multi-purpose equipment is to be purchased, costs shall be factored, based on utilization for highway safety purposes.
- Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):
 - (1) Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines);
 - (2) Alcohol testing; and
 - (3) Mobile video systems.
- The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum. Training must be approved in advance.
- Development costs of new training curriculum and materials are allowable if they will not duplicate materials already developed for similar purposes by DOT/NHTSA or by other states. This does not preclude modifications of present materials necessary to meet particular state and local instructional needs.
- Costs are **not** allowable to pay for an employee's salary while pursuing training, nor to pay the salary of the employee's replacement except where the employee's salary is supported 100% with 402 funds under an approved project.
- Proposed training must be included with the grant application. Only DUI/alcohol training is allowed under alcohol funding. Occupant protection training is allowed under occupant protection funding.
- Supplanting, includes: (a) replacing routine and/or existing State or local expenditures with the use of Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.
- Cost to purchase program advertising space in the mass communication media is **not** allowable for sub-grantees.

CERTIFICATIONS AND ASSURANCES
FEDERAL CERTIFICATIONS AND ASSURANCES

VII. NONDISCRIMINATION-(Applies to subrecipients as well as States)

The Subgrantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, *et seq.*), which prohibits

discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, *et seq.*), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

VIII. THE DRUG-FREE WORKPLACE ACT OF 1988 (41USC 8103) (Applies to subrecipients as well as States)

The Recipient will provide a drug-free workplace by:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the subgrantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- Establishing a drug-free awareness program to inform employees about:
 - The dangers of drug abuse in the workplace.
 - The subgrantee's policy of maintaining a drug-free workplace.
 - Any available drug counseling, rehabilitation, and employee assistance programs.
 - The penalties that may be imposed upon employees for drug violations occurring in the workplace.
 - Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - Abide by the terms of the statement.
 - Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction.
- Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted –
 - Taking appropriate personnel action against such an employee, up to and including termination.
 - Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
- Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

IX. BUY AMERICA ACT-(Applies to subrecipients as well as States)

The Subgrantee will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

X. POLITICAL ACTIVITY (HATCH ACT) - (Applies to subrecipients as well as States)

The Subgrantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XI. CERTIFICATION REGARDING LOBBYING- (Applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans and Cooperative Agreements

The subgrantee certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XII. RESTRICTION ON STATE LOBBYING-(Applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

XIII. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION-(Applies to sub-recipients as well as States)

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

IX. POLICY ON SEATBELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's Web site at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, DC metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit it's Web site at www.trafficsafety.org.

X. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, MS Office of Highway Safety encourages to adopt and enforce workplace safety policies to decrease crashed caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, leased or rented vehicles, or privately-owned while on official Government grant business or when performing any work on or behalf of the Government grant. MOHS also encourages subgrantees to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

XI. ENVIRONMENTAL IMPACT

The Governor's Representative for Highway Safety has reviewed the State's Fiscal Year highway safety planning document and hereby declares that no significant environmental impact will result from implementing this Highway Safety Plan. If, under a future revision, this Plan is modified in a manner that could result in a significant environmental impact and trigger the need for an environmental review, this office is prepared to take the action necessary to comply with the National Environmental Policy Act of 1969 (42 U.S.C. 4321, *et seq.*) and the implementing regulations of the Council on Environmental Quality (40 CFR Parts 1500-1517).

STATE CERTIFICATION AND ASSURANCE

CERTIFICATION AND STANDARD ASSURANCE REQUIREMENT FOR:
SUB-GRANTEE GRANTEES AND SUB-GRANTEES

CONCERNING: STATE, COUNTY AND LOCAL EMERGENCY RESPONSE AND VEHICULAR PURSUIT POLICIES

When truly applicable and in full cooperation with the MS Office of Highway Safety, all grant and/or sub-grant Sub-grantee Recipients (regardless of the type of entity or the amount awarded) must show substantial compliance with the following statutory requirement:

On or after January 1, 2005, each state, county and local law enforcement agency that conducts Emergency response and vehicular pursuits shall adopt written policies and training procedures that set forth the manner in which these operations shall be conducted. Each law enforcement agency may create its own policies

or adopt an existing model. All pursuit policies created or adopted by any law enforcement agency must address situations in which police pursuits cross over into other jurisdictions. Law enforcement agencies which do not comply with the requirements of this provision are subject to the withholding of any state funding or state administered federal funding.

MS Code Annotated § 45-1-43, effective from and after July 1, 2004.

The obligation of a Sub-grantee is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that “recipient” means any state, county or local law enforcement agency that conducts emergency response and vehicular pursuits and which may also receive any state funding or state administered federal funding.

A true copy of the law enforcement agency’s emergency response and vehicular pursuit policy with pertinent training procedures must be included as an attachment to this Certification and Standard Assurance document. However, when otherwise allowed to submit an alternative for the required documentary confirmation, recipient must specifically identify and acknowledge the use of viable pertinent policies and training procedures, as these factors may be especially expressed through an appropriate letter or timely memorandum of understanding. All relevant information submitted or received shall become an actual documented part of the grant application and thus will be placed within the MOHS master file for grants.

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, sub-grantee, or recipient does not show compliance with the statute emphasized above, the grantee, sub-grantee or recipient is subject to the withholding of any state funding or state administered federal funding. Failure of grantee, sub-grantee or recipient to communicate the relevant policy that is required by statute may lead to adverse cost adjustment, disallowance of costs and/or recovery of pertinent project funds. Such recovery may be accomplished on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

As the Authorized Official, I certify by my signature below, that I have fully read and I am cognizant of our duties and responsibilities under the emergency response and vehicular pursuit policies statute. Therefore, I hereby comply with this Certification and Standard Assurance requirement by submitting a true copy of the applicable state, county or local emergency response and vehicular pursuit policies with training procedures which are pertinent to this organization.

* * * * *

A copy of the vehicular pursuit policy must be maintained in the agency grant file. This original signed form, together with the pertinent state, county or local policies to include but not limited to the emergency response and vehicular pursuit policies with training procedures must be returned to the Mississippi Office of Highway Safety, Division of Public Safety Planning, Department of Public Safety, upon approval of the contract and prior to the beginning date.

MS OFFICE OF HIGHWAY SAFETY CERTIFICATIONS AND ASSURANCES
ALCOHOL/IMPAIRED DRIVING/OCCUPANT PROTECTION/POLICE TRAFFIC SERVICES/ LAW
ENFORCEMENT LIASION (LEL) COORDINATION AND HIGH VISIBILITY ENFORCEMENT (HVE)
PARTICIPATION COMPLIANCE
(Applies only to Law Enforcement Agencies)

Agency Heads of law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of LEL Coordination and HVE Enforcement Participation must comply with the following:

1. Each agency with a LEL Network Coordinator Grant must hold at least one quarterly LEL Troop Network meeting to promote State/County/Local networking, the national blitz campaigns, blitz reporting, and PI&E effort. **(LEL Only)**
2. Each agency with a LEL Network Coordinator Grant must allow the LEL network coordinators to assist the MS Office of Highway Safety in promoting and gathering statistics from the NHTSA national blitz campaigns. **(LEL Only)**
3. Each agency must engage in three (3) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, Memorial Day, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols. Each agency must also engage in two (2) sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
4. For each of the national blitz campaigns, each agency must maintain relevant statistics and must submit a mobilization form reporting the total number of checkpoints, saturation patrols, DUI arrests and other citations/relevant statistics by the MOHS required deadline. Failure to comply with this requirement will result in the withholding of reimbursement payments.
5. Each agency is required to generate earned media (example: press conference, TV, radio or print news articles) before, during, or after High Visibility Enforcement (HVE) state and national campaign events and must submit documentation with each quarterly report.
6. Law Enforcement agencies will use the following criteria to help identify locations in each city/county for intensified enforcement including sobriety checkpoints and saturation patrols.
 - ☐ Unusual incidents of alcohol/ drug related crashes/fatalities;
 - ☐ Alcohol/ drug impaired driving violations;
 - ☐ Unusual number of nighttime single vehicle crashes/fatalities (Including Impaired, Unbelted and Speed)
 - ☐ Any other documented alcohol/ drug related vehicular incidents;
 - ☐ Citation data related to restrained and unrestrained occupants;
 - ☐ Unusual incidents of unbelted crashes/fatalities
 - ☐ Seatbelt/Child restraint violations;
 - ☐ Unusual incidents of teen crashes/fatalities; and
 - ☐ Unusual incidents of speed crashes/fatalities.

DUI ENFORCEMENT COMPLIANCE
(Applies only to agencies funded with 405d impaired driving 154 alcohol funds,
and any 402 PTS funds used for impaired or alcohol enforcement)

Agency Heads of law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of DUI Enforcement must comply with the following:

1. Subgrantee agrees and commits to have the DUI Officer(s) (if applicable) and/or other officers assigned to work DUI overtime to engage their efforts during peak hours when most impaired drivers are likely driving under the influence. Shift hours *will include 4:00 p.m. and no later than 7:00 a.m.* for the Full Time DUI Officer(s). Overtime hours for DUI Enforcement *will include 4:00 p.m. and no later than 7:00 a.m.* and *will include* Thursdays, Fridays and Saturdays.

If proper justification can be made regarding **other dates or time periods** within the jurisdiction for needed enforcement, a written request can be made to MOHS for consideration and approval. However, written approval must be given by MOHS prior to implementing hours and day of week outside the above shifts.
2. Specific DUI activities in which the DUI officer(s) (if applicable) and/or other officers working overtime will include checkpoints, saturation patrols and other impaired driving enforcement activities as designated.
3. Agency will engage in national campaigns endorsed by the National Highway Traffic Safety Administration.
4. Agency will also engage in all activities as described in the High Visibility Enforcement (HVE) Participation Compliance.
5. Agency must also engage in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
6. Each agency must generate earned media (example: press conference, TV, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each quarterly report.

OCCUPANT PROTECTION/POLICE TRAFFIC SERVICES-
HIGH VISIBILITY ENFORCEMENT (HVE)
(Applies only to agencies funded with 402 OP, 402 PTS or 405B OP)

Agency Heads of law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of OP/PTS Enforcement must comply with the following:

1. Each agency funded under a 402/405(b) Occupant Protection/Police Traffic Services Federal grant must participate in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week. Forms containing the number of child restraint/safety belt citations, etc. must be submitted by the reporting deadline set forth by the MS Office of Highway Safety for the National Click It or Ticket Campaign. Failure to comply with this requirement will result in the withholding of reimbursement payments.

- Each agency must generate earned media (example: press conference, TV, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each quarterly report.

SINGLE AUDIT ACT:

Agency Heads of law enforcement, state, local, non-profit agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of grant activity must comply with the following:

State or local governments and nonprofit organizations receiving \$750,000 or more a year in total federal funds shall have an audit made in accordance with OMB Circular No. A.133. Audits should be made by an independent auditor in accordance with generally accepted government auditing standards covering financial and compliance audits. Copies of audit reports shall be provided to the MOHS upon completion.

State and Local governments and nonprofits receiving less than \$750,000 a year in total federal funds shall be governed by audit requirements prescribed by state or local law or regulations. Copies of audit reports shall be provided to the MOHS upon completion.

Subgrantees are required to provide a copy of the jurisdiction/agency(s) most recent financial audit within ninety (90) days of the Implementation of the grant.

ASSURANCE REQUIREMENT FOR SUB-GRANTEES:

As the Authorized Official for, _____ (sub-grantee), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. Therefore, the Agency, I represent promises and will comply with all Federal, State and MS Office of Highway Safety Certifications and Assurances and their conditions.

Authorized Official's Signature
(Grantee, Sub-grantee or Sub-grantee)

Date

[Typed or Printed Name]

[Person's Organizational Title]

* * * * *

This original signed form (blue ink only) must be returned to the MS Office of Highway Safety, Division of Public Safety Planning, Department of Public Safety, within forty-five (45) days of receiving the attached grant award letter.

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the _____
(Governing Body of Unit of Government)

Herein called the **"SUBGRANTEE"** has thoroughly considered the problem addressed in the application (entitled) and has reviewed the project described in the application; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE _____
(Governing Body of Unit of Government)

IN OPEN MEETING ASSEMBLED IN THE JURISDICTION _____ **MISSISSIPPI,**
THIS _____ **Day of** _____, **20** _____ **AS FOLLOWS:**

1. That the project above is in the best interest of the Sub-grantee and the general public.
2. _____ is authorized to accept, on behalf of the
(Name and Title of Representative)
Subgrantee, an award in the form prescribed by the MS Office of Highway Safety for federal funding in the amount of \$ _____ to be made to the Subgrantee defraying the cost
(Federal Dollar Requested)
of the project described in the award.
3. That the Subgrantee has formally agreed to provide a cash and/or in-kind contribution of \$ _____ as required by the project. (If Applicable)
(Local Match Amount)
4. One original or certified copy of this resolution must be included as part of the award referenced above.
5. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED IN OPEN MEETING BY: _____
(Chairman of the Board/Mayor-Blue Ink)

Alderman/Councilperson _____ offered the foregoing resolution and moved its adoption, which was seconded by Alderman/Councilperson _____ and, was duly adopted.

Date: _____

Attest: _____

Seal

By: _____
(Blue Ink)



July 29, 2015

TO: Mayor & Board of Aldermen

FROM: John R. Neal, Chief of Police 

SUBJECT: Special Event Permit – New Hope Baptist Church

I have attached a Special Events Permit request from Jim Adams with New Hope Baptist Church, requesting approval to hold a special event on Friday, August 28, 2015, with the time of the event scheduled to commence at 3:00 p.m. and continuing until 7:00 p.m. This event is for a youth back-to-school retreat and will take place entirely within Old Trace Park. Arrangements are in place for restrooms and event space clean up.

This event should not require the assistance of the police department, although one (1) on-duty officer may be utilized to ensure the safety of the participants on a drive-by basis.

I am also enclosing a copy of the facility use application, as well as checks in the amounts of \$100.00 and \$1,000.00, representing the requisite filing fee and bond fee.

Attachment (1)

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

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

**City of Ridgeland Application for
SPECIAL EVENTS PERMIT
(Please Allow 3 Weeks for Approval)**

Name & Address Of Individual/Business: New Hope Baptist Church
5202 WATKINS DRIVE
JACKSON, MS 39206

Type of Event: (Details) Youth Back To School Retreat

Location of Event: Old Trace Park

Date(s) of Event: Friday, August 28, 2015 to _____

Hours of Event: 3:00 P.M. to 7:00 P.M.

Estimated Crowd Size: 100 - 150

What arrangements will be made for adequate restroom facilities: portable Toilets

What arrangements will be made for clean-up at completion of event: Volunteers will
clean up

Contact Person: Jim Adams III Phone: 601-624-6167

Signature of Contact Person: [Signature] Date: 7/28/15

MARRIAGEISFORGMAIL.COM

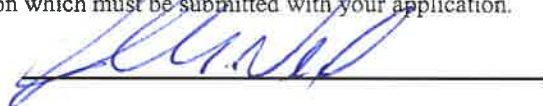
You must do the following before your application will be considered:

- 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: _____

*A copy of the Special Events Ordinance should be attached to this permit when applicant receives it.



FACILITY USE APPLICATION

1. Name of Facility: Trace Park Event Name: New Hope Church Back To School
2. Date Requested: 8/28/15 Time of Event: 3:00pm To 7:00 P.M.
3. Sponsoring Organization: New Hope Church
Address: 5202 WATKINS DRIVE JACKSON, MS 39206
Contact Person: Jim Adams III Contact Number: 601-624-6167
Email Address: MARRIAGEISTWO@gmail.com
4. How many people do you anticipate attending the event? 100
5. Will Concessions or Products be sold: Yes: _____ No: ☒
Will a Gate Fee be charged: Yes: _____ No: ☒
Will Service Fees be charged: Yes: _____ No: ☒
6. Will there be amplified music at event? (not to exceed 90 decibels) Yes: ☒ No: _____
7. Will there be equipment / structures brought in for set-up? Yes: ☒ No: _____
8. State in detail the nature of the event. Please use map to show location of event and its activities within the facility.
Back to School Event Including Games, Grilling, Music
9. State in detail your traffic control plan. Please use map to show details.
NHBC Parking Ministry Volunteers
10. State in detail your public toilet service plan:
Portable Toilets
11. Certificate of Liability Insurance is required. Must be submitted to the PRV Parks & Recreation Department 10 days prior to event. (\$1Million minimum)

PERMIT WILL NOT BE VALID WITHOUT THE FOLLOWING SIGNATURES:

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

Lt. B. W. R.P.D.

Chief Perry Waggener of the PRVWSD Reservoir Patrol:

PRVWSD Parks & Recreation Department:

Ridgeland Police Department
Application for
PERMIT to PLAY ON PREMISES MUSIC

Date of Application: 7/28/15

Permit Applicant: New Hope Church Youth Ministry

Applicant Address: 5202 WATKIN DR Phone #: 601 - 366-7002

Name of Individual Responsible for On-Premises Activity: Jim Adams, III
(This person must be present at all times)

Name of Business: New Hope Baptist Church

Business Address: 5202 WATKIN DRIVE JACKSON, MS 39206

Business Telephone: 601 366 7002

Date(s) of Activity: Friday, August 28, 2015 to _____

Hours of Operation: 3:00 p.m. to 7:00 p.m.

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 Pavilion

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: The music level will be kept within the regulated guidelines and sound is primarily for the people in the immediate pavilion area and not the entire park

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.

Jim Adams, III
Applicants Signature

7/28/15
Date

☒ APPROVED

☐ DENIED

[Signature]
Chief of Police or Designee

Date _____

Vendor: City of Ridgeland

For: Deposit

Date: 07/28/2015

Amount: 1,000.00

INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	INVOICE AMOUNT	DIST. ACCOUNT	DIST. AMOUNT
07/28/2015	Check Request	Deposit	1,000.00	8019	1,000.00

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

NEW HOPE BAPTIST CHURCH

5202 WATKINS DRIVE
JACKSON, MISSISSIPPI 39206REGIONS
JACKSON, MISSISSIPPI

85-543/653

40219

40219

DATE

AMOUNT

07/28/2015

*****1,000.00

ONE THOUSAND DOLLARS AND NO CENTS

PAY
TO THE
ORDER
OF

City of Ridgeland



For: Deposit



SECURITY FEATURES INCLUDED. DETAILS ON BACK.



AUTHORIZED SIGNATURE

⑈040219⑈ ⑈065305436⑈ ⑈500⑈ 2449390⑈

Vendor: City of Ridgeland
For: Filing Fee

Date: 07/28/2015

40218
Amount: 100.00

INVOICE DATE	INVOICE NUMBER
07/28/2015	Check Request

INVOICE DESCRIPTION
Filing Fee

INVOICE AMOUNT	DIST. ACCOUNT
100.00	8019

DIST. AMOUNT
100.00

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

NEW HOPE BAPTIST CHURCH
5202 WATKINS DRIVE
JACKSON, MISSISSIPPI 39206

REGIONS
JACKSON, MISSISSIPPI

85-543/653

40218

40218

DATE

AMOUNT

07/28/2015

*****100.00

**PAY
TO THE
ORDER
OF**

ONE HUNDRED DOLLARS AND NO CENTS

City of Ridgeland



AUTHORIZED SIGNATURE

For: Filing Fee



SECURITY FEATURES INCLUDED. DETAILS ON BACK.



⑈040218⑈ ⑈065305436⑈ ⑈500⑈ 2449390⑈



police department

July 29, 2015

TO: Mayor & Board of Aldermen

FROM: John R. Neal, Chief of Police

SUBJECT: Deputy Court Clerks

Mississippi State Statute 21-23-11 requires that the appointment of Deputy Court Clerks of the Municipal Court be entered into the minutes of the Mayor and Board of Aldermen. Pursuant to the aforementioned statute, I am requesting that the minutes reflect that Jokabi Jenkins, Justin Crawford and LaOndra Williams have been appointed as a Deputy Court Clerk.

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

CC: Lt. Brian Myers
Lt. Norman Sipp

Attachments (3)

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

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

OATH OF OFFICE

STATE OF MISSISSIPPI

COUNTY OF MADISON

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


Signature

Sworn and subscribed before me this the 28 day of July, 2015.


MUNICIPAL COURT JUDGE


Witness

OATH OF OFFICE

STATE OF MISSISSIPPI

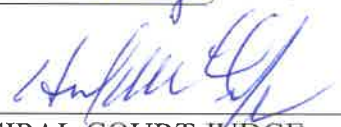
COUNTY OF MADISON

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



Signature

Sworn and subscribed before me this the 28 day of July, 2015.



MUNICIPAL COURT JUDGE



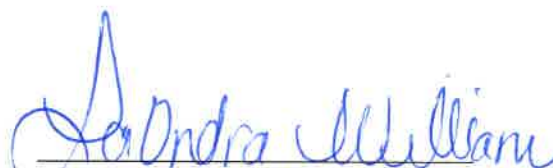
Witness

OATH OF OFFICE

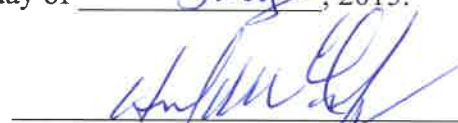
STATE OF MISSISSIPPI

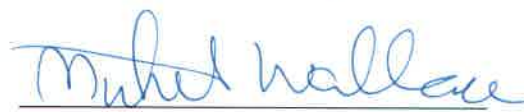
COUNTY OF MADISON

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


Signature

Sworn and subscribed before me this the 28 day of July, 2015.


MUNICIPAL COURT JUDGE


Witness



police department

August 10, 2015

TO: Mayor & Board of Aldermen
FROM: John R. Neal, Chief of Police 
SUBJECT: Transfer Funds-Budget Amendment

A deposit in the amount of \$14,315.30 has been deposited into 001-000-354 (Insurance Proceeds) from Traveler's on an insurance claim for a wrecked vehicle. I am requesting these funds be transferred as follows:

Transfer \$14,315.30 to 001-100-740 (Capital Vehicles)

Your consideration and approval of this request will be appreciated.

CC: EJ Wilkerson

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

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



August 10, 2015

TO: John R. Neal, Chief of Police

FROM: Whitney Hutzal, Evidence Custodian *WH*

SUBJECT: Surplus Property – Abandoned Property

The attached items were posted in three public areas (Ridgeland Police Department, Ridgeland Municipal Court, and Ridgeland City Hall) for one hundred twenty (120) days as abandoned property and in accordance with MS Code Annotated 21-39-21. During that time, the property was unclaimed and needs to be declared as surplus property by the Mayor and Board of Aldermen.

Thank you for your assistance in this matter.

Attachment (1)

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

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

NOTICE OF INTENTION TO DISPOSE OF ABANDONED PROPERTY

To: Any Unknown Owner

You are hereby notified that the property listed and described below was recovered and is currently being held by the Ridgeland Police Department.

Merchandise/Electronics

Case #:2014017255	Samsung 32" Flatscreen Television Model #: UN32EH4003F Serial #: Z5QQ3CNF464141V
Case #: 2015001862	15.4" Apple MacBook Pro Laptop (Silver) Serial #: C02NQMEWG3QC
	15.4" Apple MacBook Pro Laptop (Silver) Serial #: C02NVFYRG3QC
	15.4" Apple MacBook Pro Laptop (Silver) Serial #: C02NRE98G3QC
	13.3" Apple MacBook Pro Laptop (Silver) Serial #: C02NW172G2QH
	13.3" Apple MacBook Prop Laptop (Silver) Serial #: C02NVQCLG3QJ
Case #: 2015001883	Cosco Step Ladder (Gray and Black)

Bicycles

Case #: 2014014390	Silver 18 speed bicycle Unknown Make/Type (spray painted) Camouflage bicycle helmet with orange spikes
Case #: 2014015659	Pink and Green Trouble Maker children's bicycle

Guns

Case #: 2012012600 Smith and Wesson Revolver
Model 19 .357 caliber
Serial #: BES7155

Case #: 2014005979 Rossi Interarms Revolver
.38 caliber
Serial #: AA510218

TO RECOVER SAID PROPERTY

If you claim an interest in the above described property which is subject to notice under Mississippi Code Annotated 21-39-21, and wish to contest the disposition, you must within **one hundred twenty (120) days** after receipt of this notice or of the first publication of this Notice, file a written claim signed by you contesting the disposition.

If you file such a Notice, a copy of said Notice must be served upon the attorney or representative providing this Notice by service of process in the same manner as in other civil cases. Said agent for process for the agency can be served at the following address:

**Ridgeland Police Department
115 West School Street
Ridgeland, MS 39157
Attention: Whitney Hutzel
Phone Number 601-853-2007**

Dated April 2, 2015



MEMORANDUM

TO: The Mayor and Board of Aldermen

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

DATE: August 11, 2015

RE: **1st AMENDMENT TO THE MDOT MEMORANDUM OF UNDERSTANDING**
Mississippi Craft Center Parking Improvements
Project "B" & "C" – New Parking Lot at Northeast Corner of Craft Center Property & Additional
Craft Center Parking Lot on PRV Parcel D-1
STP-0213-00(033) LPA/105887-702000

We respectfully request the Mayor and Board of Aldermen approve the proposed first amendment to the Memorandum of Understanding (MOU) with the Mississippi Transportation Commission for the Mississippi Craft Center Parking Improvements project. The amendment states that the City of Ridgeland agrees to repay any federal funds expended for the subject project in the event the City exercises its right to reject or cancel the 55-year lease with the Pearl River Valley Water Supply District for the land being used to construct and maintain the Project "C" parking lot. A Resolution certifying this agreement was resolved by the Mayor and Board of Aldermen on May 19, 2015; however, MDOT wants to amend the MOU document also.

Upon approval, three copies of this MOU may be fully executed by the Mayor, and submitted to MDOT for their execution along with two (2) sets of the certified Board Minutes showing City of Ridgeland approval of the MOU.

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

Cc: John M. McCollum, Public Works Director

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, - ward 1 • Chuck Gautier, mayor pro tempore - ward 2
Kevin Holder, cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Scott Jones, cmo - ward 5 • Wesley Hamlin, cmo - ward 6

**FIRST ADMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF RIDGELAND, MISSISSIPPI AND
THE MISSISSIPPI TRANSPORTATION COMMISSION**

WHEREAS, the City of Ridgeland, Mississippi and the Mississippi Transportation Commission entered into a Memorandum of Understanding on the 4th day of April, 2013 which sets out the duties and responsibilities of the parties hereto with respect to the administration of a project funded with federal funds by the City of Ridgeland and which said project is under the oversight of the Mississippi Department of Transportation;

WHEREAS, the Memorandum of Understanding provides that the City of Ridgeland shall adhere to MDOT's LPA Project Development Manual (PDM) and the PDM requires that the LPA acquire sufficient title in the real estate required for the project, to construct, operate and maintain the project for the reasonable life expectancy of the project;

WHEREAS, the City of Ridgeland has leased the area required for the project right of way from the Pearl River Valley Water Supply District and state law provides that a municipality may reject an executory contract upon the beginning of a new term of the city council of the particular municipality. This provision of the law could result in the City of Ridgeland failing in its responsibility and duty to construct, operate and maintain the project as required by federal regulations. If the City exercises its authority to reject or cancel the lease with Pearl River Valley Water Supply District, then any remaining federal funds for this project shall be forfeited. Further, all federal funds expended for this project shall be refunded to the Mississippi Department of Transportation;

NOW THEREFORE, for and in consideration of the mutual benefits and considerations accruing to each of the parties hereto, the Memorandum of Understanding dated April 4th, 2013 is hereby amended as follows:

Section A of Article 1, titled Duties and Responsibilities shall have added unto it Subsection No. 14 which shall read as follows:

The LPA agrees that there are provisions under the Law of Mississippi which provide that the LPA may terminate the long term lease of the right of way required for this project. In the event that the City chooses to terminate its lease with the Pearl River Valley Water Supply District, then the City acknowledges that a claim for repayment of federal funds shall be made against it by the Mississippi Transportation Commission, acting by and through the Mississippi Department of Transportation. Should the City fail to properly respond to the claim for repayment of funds, then the Mississippi Transportation Commission shall use all legal remedies available to enforce this agreement and the repayment of the of the funds as set forth herein.

WITNESS, the execution of this First Amendment on the ____ day of _____, 2015.

CITY OF RIDGELAND

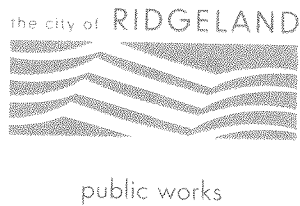
MISSISSIPPI TRANSPORTATION COMMISSION
BY AND THROUGH THE EXECUTIVE DIRECTOR
OF THE MISSISSIPPI DEPARTMENT OF
TRANSPORTATION

BY: _____
GENE McGEE, MAYOR

BY: _____
MELINDA L. McGRATH, P.E.
EXECUTIVE DIRECTOR

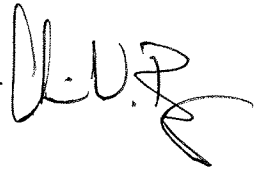
ATTESTED:

Book _____, Page _____



MEMORANDUM

TO: The Mayor and Board of Aldermen

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

DATE: August 11, 2015

RE: **BUDGET AMENDMENT TO GENERAL FUND, STREET MATERIALS, 001-201-575,
& GENERAL FUND, PROFESSIONAL FEES, STREETS, 001-201-603,**

We respectfully request the Mayor and Board of Aldermen approve a budget increase in *General Fund, Street Materials, 001-201-575*, in the amount of **\$54,016.03**, and decrease the budget in *General Fund, Professional Fees, Streets, 001-201-603*, in the amount of **\$54,016.03**, for the purpose of replacing street maintenance funds used in the Purchase Orders listed below during street overlay preparation.

- ☐ Purchase Order No. 15-51170 - \$5,019.69 – North Allerton Street Repairs
- ☐ Purchase Order No. 15-51126 - \$14,996.24 – Shadowood Street Repairs
- ☐ Purchase Order No. 15-50890 - \$14,608.20 – Overlook Point and Huntington Place Street Repairs
- ☐ Purchase Order No. 15-50560 - \$8,544.27 – Southridge and Eastwood Street Repairs
- ☐ Purchase Order No. 15-50327 - \$10,847.63 – Southridge and Eastwood Street Repairs

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

Cc: John M. McCollum, Public Works Director

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 - ward 1 • Chuck Gautier, mayor pro tempore - ward 2
Kevin Holder, cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Scott Jones, cmo - ward 5 • Wesley Hamlin, cmo - ward 6



Memorandum

To: Mayor and Board of Alderman

From: Mike McCollum, Public Works Director

Date: August 11, 2015

Re: Shred IT Contract for House Hold Hazardous Waste Day (HHHWD)

We recommend that the Mayor and approve the attached contract presented by Shred It as a provider of paper shredding services for HHHWD. We have obtained a grant in the amount of \$25,000.00 from the Department of Environmental Quality to offset the cost of the contract. The City has agreed to pay the 25% match (usually this is covered through "in kind" services) of funds for the event. We have scheduled HHHWD for September 12, 2015 from 8:00 am to 12:00 noon. We estimate the contract amount at \$1,200.00 for this event.

Thank you for your consideration of our recommendation. 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 • Paula W. Tierce, phr - city clerk / human resources director

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



CUSTOMER SERVICE AGREEMENT PURGE SERVICE

Branch Address: _____
5530 Industrial Road, Jackson, MS 39209

Client Information

Sold To Location:

Company Name: City of Ridgeland Public Works Department Tel: 601-853-2011 Fax: _____
Address: 304 Highway 51 Unit: _____
City: Ridgeland State: MS Zip: 39157

Purge Service

Collection "C" or Dock Stop "D" Service	Description	Container Type	Service Type	Quantity	Unit Price
Collection	Purge - Paper	Shred Day	On-site	Shred Day	See Below

Minimum Charge: \$ 1,200 per stop

OR Flat Rate: \$ N/A per stop Includes: \$300 per hour (4 hour minimum)

Price Per Unit

Bankers Box (12" x 10" x 15"): \$ _____ Media ☐ Small or ☐ Large: \$ _____

Copy Box: \$ _____ Media Type: _____

File Drawer (15" x 10" x 24"): \$ _____ Blue Bag: \$ _____

Hard Drive ☐ Small or ☐ Large: \$ _____ Other (describe): \$ 300 per hour w/ 4 hour minimum

Notes: _____

Payment Details

Payment Method: ☐ Check ☐ Visa ☐ MC ☐ AMEX (do not collect credit card information, branch will follow up)

☐ PO# Required: _____ ☐ Blanket

Tax Type: (check and attach certificate) ☐ Exempt Service Certificate ☐ Resale Certificate ☐ Direct Buy Certificate

Shred-it guarantees to deliver the highest quality shredding service at all times. Any complaints about the quality of service which have not been resolved in the normal course of business must be sent by registered letter to the local Shred-it General Manager. If Shred-it then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this Agreement provided all containers are paid for at the then current replacement values or returned to Shred-it in good and usable condition.

I have read and agree to the Terms and Conditions on reverse:

Shred-it USA LLC. ("Shred-it")

Company City of Ridgeland Public Works Department

Signed: _____

Signed (Authorized Signature): _____

Print Name: Shanetra Hewitt

Print Name: _____

Position: Inside Sales Executive

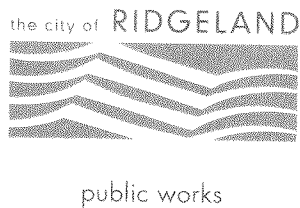
Position: _____

Date: August 3, 2015

Date: _____

Terms & Conditions of Shred-it Customer Service Agreement

1. **Sole Terms.** All services provided by Shred-it to Customer are subject solely to the terms contained herein and any addenda agreed to by the parties in writing and attached hereto and the then-current Schedule of Ancillary Charges at www.shredit.com ("Schedule"). No term or condition on Customer's purchase order or any other instrument, agreement or understanding shall be binding upon Shred-it unless agreed to by the parties in writing; provided, however, that if a federal, state or local government and agency thereof, or its representative is a party to this Agreement, then any proposed modification, amendment or supplement must be in a writing signed by the President or Executive Vice President of Shred-it. All typographical and clerical errors are subject to correction.
2. **Shred-it Services.** Shred-it will provide the following services to Customer:
 - (a) Shred-it will: (i) collect Customer's paper and other agreed upon materials ("Customer Confidential Materials" or "CCM") on a mutually agreed basis and (ii) destroy the CCM using a mechanical shredding device (the Destruction Process").
 - (b) Within a reasonable time following completion of the Destruction Process, Shred-it will provide Customer with a Certificate of Destruction.
 - (c) An authorized representative of Customer may, at any time, inspect the Destruction Process.
 - (d) Shred-it will recycle or otherwise dispose of the CCM.
3. **Shred-it Equipment.** Any containers ("Equipment") provided to Customer by Shred-it are the property of Shred-it. Customer will not file any lien, nor allow to be filed any lien, against any such Equipment. Customer will keep all Equipment in good working order, normal wear and tear excepted. For any Equipment which are moved, damaged, stolen or lost while at Customer's location, Customer shall pay a replacement charge pursuant to the Schedule.
4. **Service Fee.** Customer will pay a "Service Fee" to Shred-it as set forth on the cover page or applicable Statement of Work. Notwithstanding anything to the contrary, Customer shall pay the Minimum Charge if Customer declines or cancels the shredding service after Shred-it has arrived at Customer's location on the scheduled shredding date and time or if the Customer's offices are closed on the scheduled shredding date.
5. **Payment Terms.** Customer agrees to pay the Service Fee and all other amounts due immediately upon completion of the Services and in any event no later than five (5) days thereafter. Any payments not received by Shred-it when due will be subject to an interest charge on the unpaid balance of 1.0% per month (or the maximum amount allowed by law). All payments must be in immediately available U.S. funds. The amount of any and all applicable taxes shall be added to the price and paid by Customer unless Customer has provided Shred-it with exemption certificates acceptable to the taxing authorities.
6. **Ancillary Charges.** Customer agrees to pay ancillary charges according to the Schedule for services performed by Shred-it. The Schedule is incorporated by reference as if fully set forth herein and is subject to change from time to time in Shred-it's discretion.
7. **Term of the Agreement.** This Agreement shall remain in force until terminated by either Party upon thirty (30) days written notice. Requests for additional services may be made under this Agreement by the Parties' executing a Statement of Work setting out the fees for the service and the particulars of the service. Unless otherwise specified in the Statement of Work, the services shall be provided in accordance with the terms and conditions set out in this Agreement.
8. **Fuel, Environmental and/or Other Surcharge.** Customer agrees and acknowledges that (a) Shred-it may, upon notice, at any time and from time to time, impose and adjust a fuel, environmental and/or other surcharge of any amount for any duration, all in its sole discretion; (b) notice of any surcharge may be in the form of an invoice; and (c) any surcharge may, from time to time, result in additional profit for Shred-it.
9. **Excused Performance.** In the event either party is prevented, hindered or delayed from the performance of any act required hereunder by reason of strike, lock-out, acts of God, legal process, failure of power or any other similar reason not directly the fault of such party, or by reason of the other party or its agents, then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.
10. **Limitation of Liability.** Shred-it is not liable for any loss or damage to or for the repair, replacement or restoration of any CCM or other property of Customer. Shred-it's aggregate liability, if any, arising under this Agreement or the provision of services to Customer is limited to the amount of the Service Fees received by Shred-it from Customer for the particular service. Notwithstanding the foregoing, in no event will Shred-it be liable for any special, indirect, incidental, consequential, exemplary, or punitive damages, loss of profits or revenue, or loss of use even if informed of the possibility of such damages. To the extent permitted by applicable law, these exclusions and limitations will apply regardless of whether liability arises from breach of contract, warranty, tort (including but not limited to negligence), by operation of law, or otherwise.
11. **Setoff.** Customer will not set off invoiced amounts or any portion thereof against sums that are due or may become due from Shred-it to Customer, its parent, affiliates, subsidiaries or other divisions or units.
12. **Prohibited Acts / Compliance with Law.** Customer shall: (a) not store in any Equipment any CCM considered to be highly flammable, explosive, toxic, biohazards, medical waste, or radioactive, or any other materials which are otherwise illegal, dangerous and/or unsafe, and (b) comply with all laws, rules and regulations, including but not limited to, all environmental laws and laws governing the confidentiality, retention and disposition of any CCM.
13. **Indemnification, Attorney Fees & Collection Costs.** Customer shall indemnify Shred-it and its parents, subsidiaries, affiliates, successors and assigns, and each of their respective shareholders, members, officers, and directors, from all losses, liabilities, damages, claims, penalties, fees, expenses, judgments and costs (including reasonable attorney's fees and costs) (collectively, "Damages"), as a result of Customer's actual or threatened breach of this Agreement (including, without limitation, any Damages relating to the Equipment, any Damages relating to the CCM, and any Damages relating to the destruction, removal or disclosure of such CCM). In addition to all other legal and equitable remedies, in the event it becomes necessary for Shred-it to enforce the terms of this Agreement, including but not limited to any action to collect sums due hereunder, Shred-it shall be entitled to an award of its reasonable attorney's fees, litigation expenses and costs of collection.
14. **Miscellaneous.** This Agreement, any addenda attached hereto and agreed to by the parties in writing and the Schedule constitute the entire agreement between the parties, and supersede any and all prior agreements and arrangements, whether oral or written, between the parties. No modification of this Agreement shall be binding unless in writing, attached hereto, and signed by both parties. Any dispute or matter arising in connection with or relating to this Agreement shall be resolved by binding and final arbitration before the American Arbitration Association ("AAA"). The arbitration shall be conducted pursuant to applicable state or federal arbitration law. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. The exclusive jurisdiction and forum for resolution of any such dispute shall lie in the state where the Customer is located at the closest AAA office. The failure of either party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to that party under this Agreement, will not be construed as waiving that provision or any other provision, and the provision will continue in full force and effect. If any provision is found to be illegal, invalid, or otherwise unenforceable by any judicial or administrative body, the other provisions will not be affected and will remain in full force and effect. Provisions herein which by their very nature are intended to survive termination or cancellation of this Agreement will survive such termination or cancellation. Any notices to be given by one party to the other will be considered properly given if deposited in the United States Mail, postage prepaid, "Certified Mail, Return Receipt Requested," sent to the Customer at its Head Office identified on the cover page, and if to Shred-it, to the respective Shred-it branch with whom the original contract was signed unless notice of a new address is given and received in accordance with this Section. Customer represents that Shred-it is in no way infringing upon any existing contract between Customer and another service provider.



Memorandum

To: The Mayor and Board of Alderman

From: Mike McCollum, Public Works Director 

Date July 29, 2015

Re: Authorization to Renew Emergency Debris Monitoring Contract

We recommend the Mayor and Board of Alderman renew the Emergency Debris Monitoring contract for the 2015-2016 term with True North Emergency Management. The renewal terms are for two additional one year renewals and this will be the first of the two renewals.

Thank you for your consideration in this matter. Please contact me if you have any questions.

JMM/

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

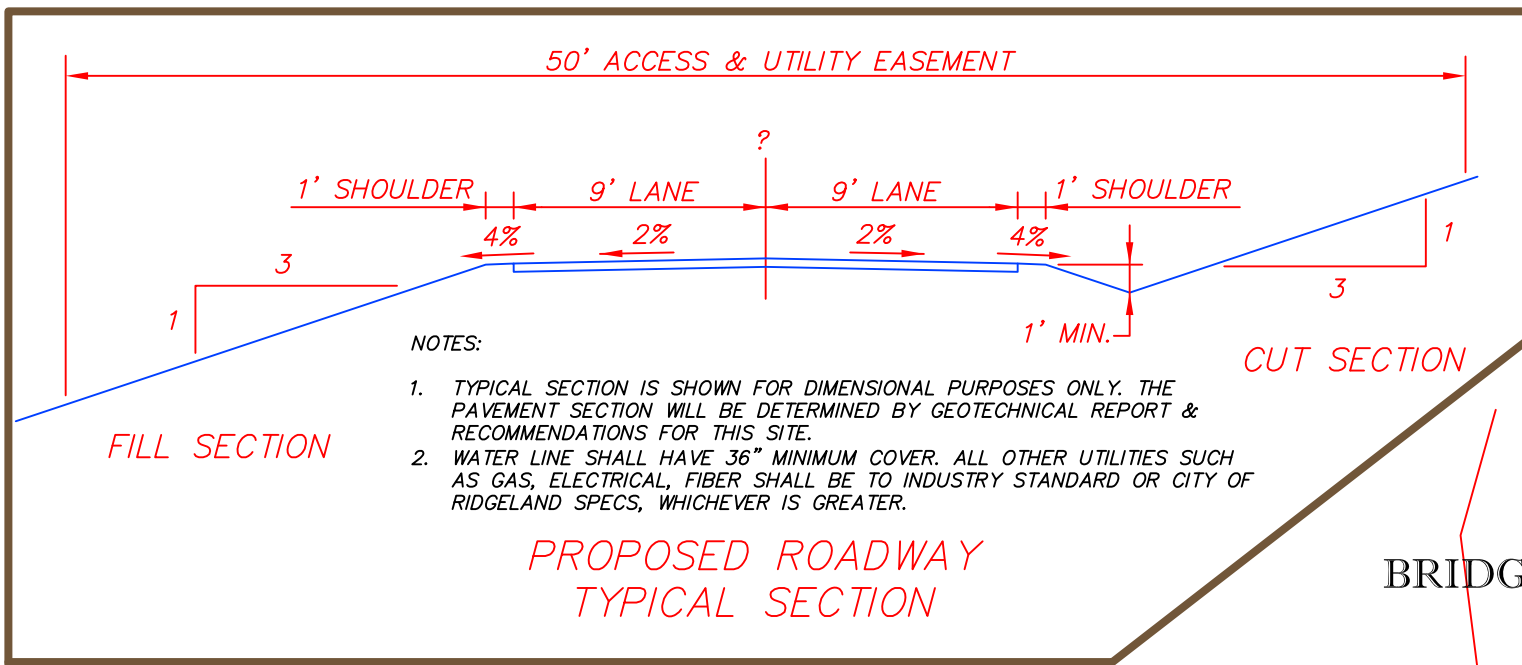
Gene F. McGee, cmo - mayor • John M. McCollum - director of public works

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

PRELIMINARY PLAT BACKWATER FARM

SITUATED IN THE
SE 1/4 OF SECTION 22, T7N, R1E
MADISON COUNTY, MISSISSIPPI

23.8672 ACRES
1,039,654 SQ. FT.



BRIDGEWATER CROSSING

BRIDGEWATER FIVE-C

TBM: PK NAIL IN ASPHALT
ELEVATION 373.29

LOT 242

LOT 241

LOT 238

LOT 237

LOT 236

LOT 235

LOT 234

N89°24'42\"/>

COMMON
AREA NO. 2
(PRIVATE)

LOT 4
3.5465 ACRES
154,487 SQ. FT.

LOT 3
2.8367 ACRES
123,566 SQ. FT.

NANCY PLACE

PATTERSON CROSSING

WATER OAK LANE

COMMON
AREA NO. 1B
(PRIVATE)

COMMON
AREA NO. 1A
(PRIVATE)

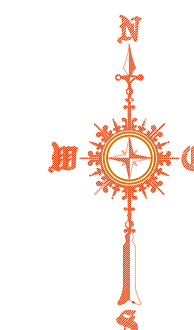
LOT 1
4.1719 ACRES
181,726 SQ. FT.

LOT 6
3.9804 ACRES
173,386 SQ. FT.

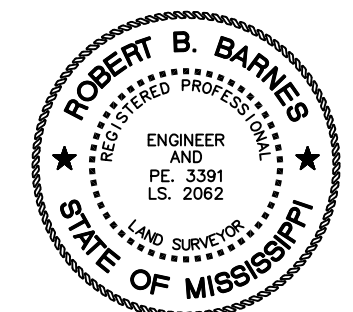
NORTH AGENCY LANE

50' & VARIABLE WIDTH
ACCESS & UTILITY
EASEMENT

GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.



SURVEYED & MAPPED
BY
ROBERT B. BARNES
CIVIL ENGINEER
&
LAND SURVEYOR
2 OLD RIVER PLACE, SUITE "K"
JACKSON, MISSISSIPPI 39202
PHONE: 601.353.7878 FAX: 601.353.7805
EMAIL: Bob@Barnes-Survey.com &
Mike@Barnes-Survey.com
FIELD WORK COMPLETED: APRIL 19, 2015
PLAT DATE: AUGUST 11, 2015

THIS IS A CLASS "A" SURVEY ACCORDING TO "STANDARDS OF PRACTICE FOR SURVEYING" IN THE STATE OF MISSISSIPPI ESTABLISHED BY THE AUTHORITY OF SECTION 73-13-15(F), MISSISSIPPI CODE OF 1972 AS AMENDED.

REFERENCE MERIDIAN - BASED ON SOLAR OBSERVATION

○ INDICATES PROPERTY CORNERS.
○ INDICATES POINT ON PROPERTY LINES.
5/8" IRON PIN SET AT ALL PROPERTY COUNERS UNLESS OTHERWISE NOTED.

ONLY VISIBLE UTILITIES ARE SHOWN ON THIS PLAT.
ALL IMPROVEMENTS ARE NOT SHOWN.
CONTOURS OBTAINED FROM USGS QUAD MAP.
SURVEY CLOSURE 0.01'
ALL NEW STREETS ARE PRIVATELY OWNED AND TO BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.
ALL NEW DRAINAGE STRUCTURES ARE PRIVATELY OWNED AND TO BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.
FRONT & STREET SIDE SETBACK 35'
SIDE SETBACK 10'
REAR SETBACK 25'

THE PROPERTY SHOWN HEREON IS LOCATED IN ZONE "X" (OUTSIDE 0.2% ANNUAL CHANCE FLOOD HAZARD) ACCORDING TO FLOOD INSURANCE RATE MAP NUMBER 28089C0566F DATED MARCH 17, 2010

1. Requesting variance to increase the maximum cul-de-sac length from 500' to 619'.
2. Requesting variance to reduce min. curve radius from 200' to 68.5'.
3. Requesting variance to not require sidewalks.

DRAFT OF PROPOSED COVENANTS

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration Of Restrictive Covenants ("Declaration") is made this ____ day of _____, 2015, by DAT Investments, LLC a Mississippi Corporation (hereinafter referred to a "Declarant"):

WHEREAS, Declarant is the owner of that certain real property situated in Madison County, Mississippi, more particularly described on Exhibit "A" attached hereto, and desires to create and develop thereon a residential community with designated common areas and with common facilities, for the benefit of the community; herinafter referred to as the "Property"; and

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

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

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

ARTICLE I. DEFINITIONS

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

- (a) "Association" shall mean and refer to Backwater Farm Home Owners Association, Inc., a non-profit corporation, to be incorporated under the laws of the State of Mississippi for the purpose of effecting the intents and objection, herein set forth, its successors and assigns.
- (b) "Board of Directors" or the "Board" shall mean and refer to the Board of Directors of the Association.
- (c) "Common Area" shall mean all real property (including the improvements thereon) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot shall be the property described on Exhibit "B" hereto.
- (d) "Declarant" shall mean and refer to DAT Investments, LLC, his heirs and assigns.

DRAFT OF PROPOSED COVENANTS

(e) "Developer" shall mean and include the Declarant and every other person who is a successor in title to the Declarant as to any real property now or hereafter consisting of all or a portion of the Property, and who, with Declarant's written permission, is engaged or hereafter engages in the business of developing and selling all or any portion of the Property comprising the Backwater Farm community, provided that the word "Developers" shall not mean or include the Association.

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

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

(h) "Member" or "member" shall mean and include every person holding any class of membership in the Association.

(i) "Mortgagee" will be the holder of a Recorded First Mortgage on any lot within the Property.

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

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

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

(m) "Residence" shall mean a Lot and the residential dwelling house and all other improvements situated thereon.

(n) "Plans" means the plans, blueprints, drawings, specifications and samples prepared by or for a owner or other builder in connection with the development or improvement of a Lot.

(o) "Plat" shall mean the subdivision map or plat of the Property which has been or shall be filed for record in the office of the Chancery Clerk of Madison County, Mississippi.

ARTICLE II. PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

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

(b) the right of the Association to suspend any Member's voting rights and any Member's rights to use the Common Areas and community facilities (except rights to use streets, roadways and parking areas, which latter rights shall not be subject to

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suspension for any reason) for any period during which any assessment remains unpaid and for any period not exceeding sixty (60) days for any infraction of any of the published rules and regulations ,of the Association; and

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

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

(e) the right of the Association to take such steps as are reasonably necessary to protect the property of the Association against mortgage default and foreclosure; provided, however, that any such steps are in conformity with the other provisions of this Declaration; and

(f) the right of the Association to adopt reasonable rules respecting use of the Common Areas and community facilities to reasonably limit the number of guests of Members who may use any facilities on the Property; and

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

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

(i) the rights of the Owners of Lots to perpetual easements over and upon any of the Common Areas and community facilities for such portions of their Dwellings that may overhang or otherwise encroach upon any of the Common Areas or community facilities, for support, for the purpose of necessary repairs and maintenance, for maintenance of reasonable appurtenances to the Dwellings, and for reasonable ingress and egress to and from any Dwelling through and over the Common Areas and community facilities; and

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

(k) the right to dedicate or grant to the City of Ridgeland or such other governmental authority having jurisdiction over the Property, the streets and right-of-ways as shown on the recorded plat of Backwater Farm Property and all additions thereto as annexed pursuant to the provisions of this Declaration. In the event that said streets and right-of-ways have not been dedicated' to the City of Ridgeland or the governmental authority having jurisdiction over the Property the Association shall have the right to dedicate said streets and right-of-ways to such governmental authority at such time that such authority will accept the dedication thereof and agree to maintain the streets and right-of-ways as public streets; and

(1) the terms and conditions of any applicable Declaration of Protective Covenants of record in the office of the Chancery Clerk of Madison County in Ridgeland, Mississippi.

Section 2. Rights Not Subject to Suspension. Notwithstanding anything in this Declaration to the contrary, the Association shall have no authority to suspend, either temporarily or permanently, any of the rights specified in sub-paragraphs (1) and (j) of Section 1 of this Article II for any reason whatsoever.

Section 3. Delegation of Use. Any owner may delegate, in accordance with the By-laws, his right of enjoyment to the Common Area and facilities to the members of his family so long as they reside permanently with him, and temporarily to other family members, tenants and guests, all subject to such reasonable rules and regulations as the Board of Directors of the Association may adopt and uniformly apply and enforce.

.ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. The Members of the Association shall be and consist of every person who is, or who hereafter becomes, an owner of record of the fee title to a Lot. The expression "owner of record of the fee title to a Lot" shall include a contract seller of any such Lot, but shall not include any person who owns such title solely as security for the performance of an obligation or payment of a debt.

Section 2. Voting Rights. Each Member shall have one vote in the election of each officer of the Association; provided, however, if there are multiple owners of any one Lot, there will be only one vote per Lot. For all other purposes, the voting rights of the Members shall be as follows, to-wit:

(a) Class A Members. Each person, other than persons herein defined as "Declarant", who is or who hereafter becomes the Owner of a Lot, which is subject to

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this Declaration, shall be a Class A Member of the Association. Class A Members shall be entitled to one vote for each Lot owned.

(b) Class B Members. Each of the persons herein defined as "Declarant," and the nominee or nominees, if any, of each such person, shall be Class B Members of the Association. Class B Members shall be entitled to three votes for each Lot owned. When the total number of votes outstanding in the Class A membership equal the number of votes outstanding in the Class B membership, then all Class B memberships shall cease and be converted to Class A memberships. Notwithstanding the foregoing, three (3) years after the conveyance of the first Lot, or four (4) months after 75% of the lots have been conveyed to their respective Owners, whichever is earlier, all Class B memberships shall cease and be converted to Class A memberships.

Section 3. Memberships Appurtenant to Real Property. In every case, the membership of both Class A and Class B Members shall be appurtenant to the ownership of one or more Lots. A membership shall not be held, assigned, transferred, pledged, hypothecated, encumbered, conveyed or alienated in any manner except in conjunction with and as an appurtenance to the ownership, assignment, transfer, pledge, hypothecation, encumbrance, conveyance, or alienation of the Lot to which the membership is appurtenant.

Section 4. Other Voting Provisions. If the fee title to a particular Lot is owned of record by more than one person or entity, then the vote appurtenant to such Lot may be exercised by any one of the fee owners thereof, unless the other owner or owners of such fee title shall object prior to the completion of voting upon the particular matter under consideration. In the case of any such objection, the vote appurtenant to said Lot shall not be counted.

ARTICLE IV COVENANTS FOR ASSESSMENTS

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

(a) Each purchaser of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association: (1) annual maintenance assessments or charges for purposes set forth in Article IV, Section 2 and (2) special assessments for capital improvements as set forth in Article IV, Section 4 such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual maintenance and special individual assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the continuing personal obligation of the person (other than the Declarant) who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents of the Properties, and in particular for the improvement and maintenance of the Common Area; and for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of the Common Area, including but in no way limited to the following:

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

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

(c) the amount of all taxes and assessments levied against the Common Areas and Common Facilities; and

(d) the cost of fire and extended coverage and liability insurance on the Common Areas and Common Facilities and the cost of such other insurance as the Association may place in force with respect to the Common Areas and Common Facilities; and

(e) the cost of garbage and trash collection to the extent provided by the Association, and of utilities, including street lighting over and above that provided by the City of Ridgeland, and other services which may be provided by the Association, whether for the Common Areas and Common Facilities or for the Lots, or both; and

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

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

Section 3. Maximum Annual Assessment. Until _____[date], the maximum annual assessment shall be _____ per Lot.

(a) From and after [date] _____, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after [date] _____, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3rds) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

Section 4. Additional Capital Improvement Assessments. In addition to the annual assessments authorized above, the Association acting by and through its Board of Directors may levy, in any assessment year, a capital improvement assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of fifty-one percent (51%) of the votes of each class of Members.

Section 5. Special Assessments. The Association acting by and through its Board of Directors may levy special assessments against lots for reimbursement of repairs, corrections or other actions performed by the Association pursuant to this Declaration or the Bylaws together with interest and other reasonable charges thereon resulting from the following circumstances:

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(a) Insurance Proceeds Insufficient. If the proceeds of insurance obtained by the Association or Lot Owner are not sufficient to reconstruct improvements located on a lot or otherwise effect any repair or restoration of any damage or destruction to all or any portion of the Property, then the owners of the lots on which improvements have been damaged shall be assessed as a special assessment. Said special assessment shall be made by written notification by the Board to the owner of the Lot against whom made and shall be payable in full to the Association, as Trustee, within sixty (60) days following such notice or as otherwise may be specified in said notice.

(b) Owners Failure to Maintain Improvements. If any owner fails to maintain or repair the exterior of the improvements constructed on his lot in accordance with this Declaration, and the Board causes such maintenance or repair to be performed in accordance with the provisions of this Declaration, all costs and expenses incurred in connection with such work, maintenance or repairs shall be immediately assessed and charged solely to and against such lot as a special assessment. Said special assessment shall be made by written notification by the Board to the lot owner and shall be payable in full to the Association within ten (10) days following such notice.

(c) Damaged Common Areas. If any damage or destruction to any portion of the Common Area or Limited Common Area (if any) is caused by any negligent or malicious act or omission of any owner or his invitee, the Board shall cause the same to be repaired or replaced, and all costs and expenses incurred in connection therewith (to the extent not covered or reduced by insurance proceeds paid to or received by the Association) shall be assessed and charged solely to and against said Owner and his lot as a special assessment. Said special assessment shall be made by written notification from the Board to the owner and shall be payable in full to the Association within ten (10) days following such notice.

(d) Excessive Use Damaging Property. In the event any portion of the Property is damaged as a result of excessive usage by any owner or his invitees, the cost of such maintenance and repairs shall be assessed against such lot owner as a special assessment. Such special assessment shall be made by written notification from the Board to the owner and shall be payable in full to the Association within ten (10) days following such notice,

(e) Other Special Assessments Authorized by this Declaration. In addition to the special assessments specifically authorized by the provisions of this section, whenever in this Declaration it is provided that the Association shall have the right to assess a cost or expense against the owner and his lot as a special assessment, such special assessment shall be made by written notification from the Board to the owner and shall be payable in full to the Association within ten (10) days from such notice or within such extended period as the Board shall determine shall be applicable to any such special assessment.

(f) Delinquent Special Assessment Payment. Any special assessment made in accordance with this Declaration shall be a separate debt of each owner against whom the same is specially assessed and against his lot and shall bear interest upon any unpaid portion thereof after the due date at the maximum rate permitted by law.

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Section 6. Initial Operating Fund Assessment. In addition to the above assessments, each initial owner other than Declarant shall be required to pay an initial assessment to fund initial association operations in an amount equal to two-twelfths (2/12ths) of the annual assessment attributable to the initial owner and his lot. This "Initial Operating Fund Assessment" will not be credited toward the annual assessment of each lot owner, but shall be a one-time expense to be utilized by the Board for making payments of the initial start-up costs of the Association.

Section 7. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than 15 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty-one percent (51%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

Section 8. Uniform Rate of Annual and Capital Assessments. Both annual and special capital assessments must be fixed at a uniform rate for all Lots. Unless two-thirds (2/3) of each class of Members and their respective first mortgagees (and if their interest be affected, the Federal National Mortgage Association, Federal Housing Administration and the Veterans Administration) have given prior written approval, the Board of Directors of the Association shall not change the pro rata interest or obligations of any Lot (or owner thereof) for the purposes of levying annual and special capital assessments and charges. The Association may add to the assessments to an individual Lot Owner such additional maintenance expense as may be required to care for such Owner's yard to the extent the extra expense is due to special or extraordinary landscaping beyond that which is normal among the other owners.

Section 9. Date of Commencement of Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots (except such lots owned by the Declarant) on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. A sum equal to one-twelfth of such person's annual assessment shall be paid to the Association each month, in advance.

Section 10. Duties of the Board of Directors with Respect to Assessments.

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

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

(c) The Board of Directors shall, upon demand at any time, furnish to any owner liable for said assessment, a certificate in writing signed by an officer of the Association,

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setting forth whether said assessment has been paid. Said certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of such certificates.

Section 11. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association.

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

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

(c) If any assessment or part thereof is not paid within thirty (30) days after the delinquency date, the unpaid amount of such assessment shall bear interest from the date of delinquency at the 10% per annum or as fixed by the Association from time to time, which can be charged to individuals and the Association may, at its election, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the Property subject thereto after giving Notice to the holder of any Recorded First Mortgage as set out in Article XV. There shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action and/or all costs of foreclosure, including a reasonable attorney's fee.

Section 12. Replacement of Capital. The Board of Directors shall establish and maintain a fund for replacements of the Common Areas and community facilities, and shall allocate and pay to such fund from annual or special assessments whatever amount may be designated from time to time by the Board of Directors, Amounts paid into such fund shall be conclusively deemed to be a common expense of the Association, and all such amounts may be deposited in any banking institution, the accounts of which are insured by an agency of the United States, or, in the discretion of the Board of Directors, may be invested in obligations of, or obligations fully guaranteed as to principal by, the United States of America. The capital fund for replacements of the Common Areas and Common Facilities may be expended only for the purpose of affecting the replacement of the Common Areas and common facilities, for major repairs

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to any sidewalks, parking areas, streets or roadways on the Property, for equipment replacement, and for startup expenses and operating contingencies of a non-recurring nature relating to the Common Areas and common facilities. The Board of Directors may establish such other reserves for such other purposes as the Board may from time to time consider to be necessary or appropriate. The proportional interest of each Member in any such reserves shall be considered an appurtenance to his Lot, and shall not be withdrawn, assigned or transferred separately from or otherwise than as an appurtenance to the Lot to which it appertains, and shall be deemed to be transferred with such Lot.

Section 13. Subordination of the Lien to Mortgages. The lien of the assessments provided herein shall be subordinate to the lien of any Recorded First Mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to first mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became payable prior to such sale or transfer. The Board, at its discretion, may reallocate and assess to all Lots as a common expense any such delinquent assessments, which were extinguished pursuant to mortgage foreclosure, or any proceeding in lieu thereof. No sale or transfer shall relieve such Lot or the purchaser thereof from liability for any assessments thereafter becoming due or payable or from the lien thereof.

Section 14 Exempt Property. The following Property subject to this Declaration shall be exempt from the assessments, charge and lien created herein:

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

(b) All areas unplatted or reserved by the Declaration on the recorded plat of the Property.

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

Section 1. Powers and Duties. The Board of Directors shall be elected by the Members. The number of Directors and the length of their terms shall be specified in the By-Laws of the Association. The Board of Directors shall have all the powers, authorities and duties necessary or appropriate for the management and administration of the affairs of the Association, and in managing and administering such affairs, the Board of Directors shall have power and authority to do all acts and things except those which by law or by this Declaration or by the Charter or by the By-laws of the Association may be exercised and done only by the Members or otherwise conferred hereunder. The powers, authorities and duties of the Board of Directors shall include, but shall not be limited to, the following:

(a) To provide for the care, upkeep and surveillance of the Common Areas and community facilities and services in a manner consistent with law and the provisions of this Declaration; and

(b) To provide for the establishment, assessment, collection, use and expenditure of assessments and carrying charges from the Members, and for the filing

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and enforcement of liens therefore in a manner consistent with law and the provisions of this Declaration; and

(c) To provide for the designation, hiring and dismissal of the personnel necessary and appropriate for the proper care and maintenance of the Common Areas and community facilities and to provide services on the project in a manner consistent with law and the provisions of this Declaration; and

(d) To provide for the promulgation and enforcement of such rules, regulations, restrictions and requirements as may be deemed proper respecting the use, occupancy and maintenance of the Common Areas and community facilities, including but by no means limited to rules, regulations, restrictions and requirements designed to prevent unreasonable interference with the use of the Common Areas and community facilities by the Members and others, all of which rules, regulations, restrictions and requirements shall be consistent with law and with , the provisions of this Declaration; and

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

(f) To purchase insurance upon the Common Areas and community facilities in the manner provided for in this Declaration or in the By-laws of the Association; and

(g) To repair, restore or reconstruct all or any part of the Common Areas and community facilities after any casualty loss in a manner consistent with law and the provisions of this Declaration, and to otherwise improve the Common Areas and community facilities; and

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

(i) To purchase Lots and to lease, mortgage or convey the same, subject to the provisions of this Declaration; and

(j) To employ for the Association, at their sole discretion, a management agent or manager (herein at times referred to as the "management agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors from time to time shall prescribe. Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated for cause by either party upon thirty (30) days written notice to the other party. The term of any such management agreement shall not exceed one (1) year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one (1) year periods.

Notwithstanding anything herein to the contrary, the Association shall not be bound by the terms and provisions of any professional management contracts entered into by the Declarant or the Association prior to the termination of Class B membership pursuant to Article II of this Declaration, unless such contract shall provide that said contract may be terminated by the Association without cause, at its option, without

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damage, cost or penalty to the Association upon ninety (90) days prior written notice; and

(k) To declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(l) To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

ARTICLE VI. INSURANCE AND CASUALTY LOSSES

Section 1. Insurance. Except as to builder's risk and other insurance furnished by the Developer or Contractor during construction and reconstruction, the Board of Directors shall obtain and maintain, to the extent reasonably available, at least the following:

(a) A hazard insurance policy on all of the Common Areas, Common Element and Common Facilities providing protection against loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement, and all other perils customarily covered for similar types of projects, including those covered by the standard "all risk" endorsement; and

(b) A comprehensive policy of public liability insurance in such amount and in such form as may be considered appropriate by the Board of Directors in its discretion (but in an amount of not less than One Million Dollars (\$1,000,000.00) coverage for all claims for bodily injuries and/or property damage arising out of a single occurrence), which policy may include a "Severability of Interest Endorsement" or its equivalent if the Board of Directors in its discretion deems such appropriate, and which policy shall afford coverage with respect to whatever additional and special liabilities the Board of Directors in its discretion may specify, including, but not limited to, hired automobile liability, non-owned automobile liability, liability for property of others, liability incident to the ownership and use with respect to projects similar in construction, location and use; and

(c) Workmen's compensation insurance to the extent necessary to comply with any applicable law; and

(d) An "Agreed Amount Inflation Guard Endorsement", when it can be obtained; and

(e) A "Construction Code Endorsement", if the applicable construction code requires changes to undamaged portions of any buildings even when only partially destroyed hazard; and

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(f) A "Legal Expense Indemnity Endorsement, "or its equivalent, affording protection for the officers and Directors of the Association for expenses and fees incurred by any of them in defending any suit or settling any claim, judgment or cause of action to which any such officer or Director shall have been made a party by reason of his or her services as such; and

(g) Insurance affording fidelity coverage to protect the Association against dishonest acts on the part of officers and Directors of the Association, trustees of and for the Association, and employees and agents of the Association who handle or are responsible for the handling of funds belonging to the Association, which fidelity coverage shall meet at least the following requirements:

(i) all such fidelity bonds and policies of insurance shall name the Association as obligee or named insured, as the circumstances may require; and

(ii) all such fidelity bonds and policies of insurance shall be written in an amount equal to the greatest of: 1) one hundred fifty percent (150%) of the estimated annual operating budget of the Association, including reserves, or 2) the sum of three (3) months' assessments on all lots, plus reserves, or 3) the maximum funds that will be in the custody of the Association or its Management Agent; and

(iii) all such fidelity bonds and insurance shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days prior written notice to any and all obligees and insureds named thereon and to any Mortgagee of any Lot who requests such notice in writing; and

(h) Any management agent employed by the Association should be covered by its own fidelity bond, which must provide the same coverage required of the Association. The Association should be named as an additional obligee in the management agent's bond and all requirements set forth in sub-paragraph (g) herein above are hereby made requirements of any fidelity bond insuring said management agent.

(i) Such other policies of insurance, including insurance for other risks of a similar or dissimilar nature, as shall be considered appropriate by the Board of Directors in its discretion.

Section 2. Limitations. All insurance obtained pursuant to the requirements of this Article shall be subject to the following provisions:

(a) All policies shall be written or reinsured with a company or companies licensed to do business in the State of Mississippi and holding Rating Classification of "A" or better and a Financial Size Category of "X" or better as reflected from time to time in the current edition of Best's Key Rating Guide Property-Casualty.

(b) Exclusive authority to negotiate losses under policies shall be vested in the Board of Directors, or authorized representative.

(c) In no event shall the insurance coverage obtained and maintained pursuant to the requirements of this Article be brought into contribution with insurance purchased by the Owners of the Lots or their Mortgagees, and any "no other insurance" or similar clause in any policy obtained for the Association pursuant to the requirements of this Article shall exclude such policies from consideration.

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(d) Such policies shall contain no provision relieving the insurer from liability because of loss occurring while the hazard is increased, whether or not within the control or knowledge of the Board of Directors, and shall contain no provision relieving the insurer from liability by reason of any breach of warranty or condition caused by the Board of Directors or any one or more Members of the Association, or any of their respective agents, employees, tenants, mortgagees or invitees, or by reason of any act of neglect or negligence on the part of any of them.

(e) All policies shall provide that such policies may not be cancelled or substantially modified (including cancellation for payment of premium) without at least ten (10) days prior written notice to all insureds named therein, including any mortgagee of any Lot who requests such notice in writing.

(f) All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Board of Directors, the Members and their respective agents, employees and tenants, and a waiver of any defenses based upon co-insurance or invalidity arising from the acts of the insured.

(g) Insurance should include 100% of current replacement cost coverage, with a maximum deductible amount for policies covering Common Area being the lesser of Ten Thousand Dollars (\$10,000.00) or one percent (1%) of the policy face amount.

Section 3. Insurance on Residences and Personal Property Insurance.

(a) Each Owner shall keep his Residence insured at all times for its full replacement value against losses due to fire, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, and smoke, and any other hazards that may be covered under standard extended coverage provisions, and shall furnish the Association proof of such coverage. In every case of a loss due to these hazards, whether it be to a single residence or to several Residences combined to form a single building, each Owner shall promptly repair or rebuild his residence from the insurance proceeds. Repair or reconstruction of the improvements as used herein shall mean restoring the improvements to substantially the same condition which existed prior to the damage; and

(b) Each Owner's fire insurance policy shall contain a waiver of subrogation clause; and each Owner shall furnish the Association with a copy of his policy. Each Owner does, by his acceptance of a deed, irrevocably constitute Association his true and lawful attorney in his stead for the purpose of accomplishing reconstruction of the improvements in the event and appoint the name, place, and the repair or the Owner fails or refused to carry out any of the provisions contained herein. If insurance proceeds are insufficient to cover the cost of reconstruction, then the Association may pay the excess and the cost thereof shall be assessed as a special assessment pursuant to the provisions of Section 5 of Article IV; and

(c) Each Owner shall be responsible at his own expense and cost for his own personal insurance on the contents of his own residence, carport or parking space, including decorations, furnishings and personal property therein, property stored

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elsewhere on the properties and automobile and other vehicles owned and/or leased by members, and any other insurance desired by members.

Section 4. Casualty Damage - Reconstruction or Repair.

(a) Use of Insurance Proceeds. In the event of damages or destruction to any residence by fire or other casualty, the same shall be promptly repaired, replaced or reconstructed in the same substantial conformity with the original plans and specifications for same, and such shall be done with the proceeds of insurance available for that purpose, if any, unless such reconstruction or repair has been waived in writing by eighty percent (80%) of the Members, and the holder of any security interest of record on any Residence which has been destroyed or damaged and is not to be repaired or rebuilt; and

(b) Proceeds Insufficient. In the event the proceeds of insurance are not sufficient to repair damage or destruction of any residence caused by fire or other casualty, or in the event such damage or destruction is caused by a casualty not insured against, then in either of those events, the repair, replacement or reconstruction of the damage shall be accomplished promptly by the Association and the cost thereof shall become a part of the assessment to which said Lot is subject.

Section 5. Cost and Payment of Premiums. All costs, charges and premiums for all insurance obtained by the Directors as authorized under Section 1 of this Article VI shall be a common expense of all owners and a part of the annual assessment. All costs and premiums for coverage purchased by members as provided under Section 3 hereof shall be the individual responsibility of each owner and the cost thereof shall be solely for such owner's account.

ARTICLE VII AD VALOREM PROPERTY TAXES

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

ARTICLE VIII ARCHITECTURAL CONTROL

Section 1. Architectural Review. (a) Except as constructed by the Declarant, its successors or assigns, no building, fence, wall or other structure shall be commenced, erected, placed, altered or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the proposed plans and specifications showing the nature, kind, shape, height, materials, exterior color or finish, (plot 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 the Architectural Review Committee, which shall consist of at least three (3), but no more than five (5) persons. Until ninety percent (90%) of the property described on Exhibit "A", computed on an area basis exclusive of any Common Areas, have been conveyed to purchasers in the normal course of development and sale, the Declarant retains the right to appoint all members of the Architectural Review Committee. There shall be no surrender of this right prior to that time, except in a

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written instrument in a recordable form executed by the Declarant. Upon the expiration of such right, the Board of Directors shall appoint the members to serve as the Architectural Review Committee. No alteration in the exterior appearance of any building or structure shall be made without like approval from the Architectural Review Committee.

(b) Two (2) copies of all plans and related data shall be furnished the Architectural Review Committee. One copy shall be retained by the committee and the other copy shall be retained by the Property Owner or Builder marked "Approved" or "Disapproved". Approval shall be dated and shall not be effective for construction commenced more than three (3) months after such approval. Disapproved plans and related data shall be accompanied by a reasonable statement of items found unacceptable. In the event the Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

(c) No approval of plans and specifications, and no publication or architectural standards bulletins shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed structure. Such approvals and standards shall in no event be construed as representing or guaranteeing that any approved structure or change to any structure will be built in a good, workmanlike manner. The Board or Committee may require payment of a cash fee, as established from time to time by the Board, to partially compensate for the expense of reviewing plans or related data, at the time they are submitted for review.

(d) Refusal of approval of plans, specification, or location may be based by the Architectural Review Committee upon any ground, including purely aesthetic considerations, so long as they are not arbitrary and capricious. Neither the Board nor the Architectural Review Committee shall be liable to a Property Owner or to any other person on account of any claim, liability or expense suffered or incurred by or threatened against a Property Owner or such other person arising out of or in any way relating to the subject matter of any reviews, acceptances, inspections, permissions, consents or, required approvals which must be obtained from the Architectural Review Committee or public authorities whether given, granted or withheld.

Section 2. Materials, Configurations.

All buildings erected on any of the Lots in the Property shall be of new construction. No trailer, manufactured home, mobile home, or prefabricated home shall be placed on any Lot. A manufactured home, mobile home, or prefabricated home, as used herein, means any dwelling which as a whole or in components is fabricated elsewhere and removed to the Lot.

The exterior building materials and styles allowed for the construction of any Residence shall include only the following:

Allowable Exterior Materials

(a) Walls:

(i) **Building Walls** shall be finished in wood clapboard (sealed with paint or stain), board and batten, cedar shingles, "hardie plank," stucco or brick.

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- (ii) **Arches and Piers** shall match the building walls.
- (iii) **Columns and Posts** shall be made of wood, fiberglass, metal or cast stone.
- (iv) **Frontage Walls and Stoops** shall match the associated buildings.
- (v) **Yard Fences** (for side and rear yards) shall be made of closed wood boards, masonry, trellis, lattice, metal or some combination thereof. Fences may have stucco, brick or stone bases and columns between the other listed materials.
- (vi) **Frontage Fences** shall be made of metal or wood pickets.
- (vii) **Gates on frontage walls** shall be wood or metal.

(b) Attachments

- (i) **Chimneys** where visible, shall be brick, stone or stucco.
- (ii) **Flues** may be black painted or galvanized metal
- (iii) **Decks** shall be made of wood and located within rear yards, or as approved behind fenced side yards.
- (iv) **Signs** shall be made of wood or metal.
- (v) **Awnings** shall be a light metal armature stretching a non-translucent canvas membrane or copper, the material to be approved by the Architecture Review Committee.
- (vi) **Balconies and Railings** shall be made of wood or metal, the detail design to be approved by the Architecture Review Committee.

(c) Roofs

- (i) **Sloped Roofs** shall be clad in slate, galvanized metal, concrete tile, wood shingles or fiberglass shingles approved by the Architecture Review Committee.
- (ii) **Flat Roofs**, if allowed by the Architecture Review Committee, shall be commercial type roofing
- (iii) **Gutters, downspouts and projecting drainpipes** shall be made of galvanized metal, copper or painted aluminum.

(d) Openings

- (i) **Windows** shall be made of extruded aluminum or wood and shall have clear glass.
- (ii) **Doors** shall be painted wood or composite wood
- (iii) **Shutters** shall be made of painted wood or Hardiplank.

If the material desired to be used by the Owner in the construction of his residence is not listed above and represents a *new* type of building material not in wide-spread use in the area at the time these covenants were adopted, and if the proposed new material is in keeping with the overall development of the Property, the Owner may request use of the material by providing the Architecture Review Committee a sample of the building material and asking that it be allowed.

Configuration of Walls: **Building Walls** shall show no more than two materials in addition to the undercroft. Materials shall change only along a horizontal line, with the heavier material below the lighter. **Undercrofts** shall be enclosed with horizontal or vertical wood clapboard, wood louvers, shingles, or framed wood lattice. **Stucco** shall be cement and may be integral color or painted. Finish may be smooth sand-finish. Full size samples of alternate textures must be submitted for approval by the Architectural Review Committee. **Brick** shall be approved by the Architectural Review Committee and may be painted. **Wood or Hardiplank** shall be in the pattern of

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clapboard, dropsiding, or board-and-batten and shall be painted. **Colors** on the building exterior shall be approved by the Architectural Review Committee.

Configuration of Attachments: **Chimneys** shall extend to the ground and have a projecting cap. **Outbuildings** shall be equipped with outside lights with motion detectors.

Configuration of Roofs: **Principal Roofs**, where sloped, shall be a symmetrical gable or hip. Flat roofs shall be surrounded by a horizontal parapet wall no less than 3.5 feet high from the roof deck. **Ancillary Roofs** may be sheds angled no less than 3:12. **Overlapping Gables** are permitted only when the smaller gable is associated with a balcony, porch or entrance on the façade. **Dormers**, if provided, shall be habitable and placed a minimum of 3 feet from side building walls. **Skylights** shall be flat.

Configuration of Windows and Doors. Windows shall be single, double or triple hung or operable casements. Openings shall be rectangular with a vertical or square proportion. Multiple windows in the same rough opening shall be separated by a 4-inch minimum post. **Muntins** shall be true divided panes or fixed on the interior and exterior surfaces. Panes shall be similar proportions, throughout the building. **Bay Windows** shall extend to the floor inside and to the ground outside, or be supported by visible brackets. **Shutters** shall be either louvered or paneled, sized and shaped to match the associated openings. **Storm Windows and Screens**, if provided, shall cover the entire window area. **Doors** (except garage doors) shall be side hinged (no sliders). **Garage Doors facing a frontage** shall be a maximum of 9 feet wide and shall be made painted or stained wood or composite wood.

Air Conditioning Equipment: Each Owner shall provide screening (Landscape, wooden screen, etc.) for air conditioning equipment that is visible from the street.

Outside Storage: All detached buildings must be approved by the Architectural Review Committee. All outside storage buildings shall be constructed in such a manner that they will have a compatible architectural style, including exterior materials, to that of the Residence.

Garbage and Trash Disposal: If stored outside, trash or garbage cans must be stored in a covered area except when being placed on the street for pick-up. The outside storage must be adequate in size and in a keeping with the requirements for all outside storage buildings.

Parking Requirements: All buildings and other structures and improvements shall be designed, located and constructed so that all vehicles entering upon any Lot shall be parked, maneuvered, loaded or unloaded entirely or completely on such Lot.

Section 3. Rules and Regulations, etc.. The Architectural Review Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted to it for approval, and may publish and record such statements of policy, standards, guidelines, and may establish such criteria relative to architectural styles or details, colors, setbacks, materials or other matters relative to architectural review and the protection of the environment, as it may

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consider necessary or appropriate. Such rules and regulations shall incorporate the requirements set forth in Section 2. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration. The decisions of the Architectural Review Committee shall be final except that any member who is aggrieved by any action or forbearance from action by the Committee (or any policy, standard or guideline established by the Committee) may appeal the decision of the Architectural Review Committee to the Board of Directors, and upon written request, such members shall be entitled to a hearing before the Board of Directors.

ARTICLE IX. EXTERIOR MAINTENANCE

Section 1. Responsibility of Owner. Each owner shall keep and maintain the Residence and all improvements constructed or placed on each Owner's lot, including landscaping, in a good state of repair. An Owner shall do no act nor perform any work which will impair the structural soundness or integrity of another residence or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other residences or their Owners. The Owner in maintaining, repairing or replacing any portion of his Residence or improvements shall maintain the same quality of materials, color scheme and workmanship as used in the original construction of the residence or improvements and any change or variation therefrom must be approved by the Architectural Review Committee pursuant to Article VIII of this Declaration. The Owner is responsible for keeping his Lot clean and for preventing construction debris from blowing to other Lots. No trash, ashes or other refuse may be thrown, stored or dumped on any lot. No building materials of any kind or character may be placed or stored upon said property, except during construction of improvements, and no longer than thirty (30) days after date of occupancy. Thereafter all building materials on said property shall be stored in a neat, orderly and unobtrusive manner and properly screened, and said building materials shall be limited to those which are reasonably necessary for the construction of or the maintenance of the residence or other outbuildings located thereon.

Section 2. Failure of Owner to Perform. In the event an Owner fails to perform exterior maintenance as set forth in this Declaration, the Board, after approval by two-thirds (2/3) vote of the Owners, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and any improvements erected thereon. The cost of such exterior maintenance shall be assessed to such Lot as a Special Assessment pursuant to Article IV, Section 5(b).

Section 3. Mechanics Lien. Each Owner agrees to indemnify and to hold each of the other Owners harmless from any and all claims of mechanic's lien filed against other Lots for labor, materials, services or other products incorporated in the Owner's Lot or residence. In the event a mechanic's lien suit for foreclosure is commenced, then within thirty (30) days thereafter such Owner shall be required to deposit with the Association cash or negotiable securities equal to the amount of such claim plus interest for one year together with the sum of One Hundred Dollars. Such sum or securities shall be held by the Board of Directors pending final adjudication or settlement of the litigation. Disbursement of such funds or proceeds shall be made to insure payment of or on account of such final judgment or settlement. Any deficiency shall be paid forthwith by

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the subject Owner, and his failure to so pay shall entitle the Board on behalf of the Association to make such payment, and the amount thereof shall be a debt of the Owner and lien against his Lot, which may be foreclosed as is provided in Article IV of this Declaration.

Section 4. Responsibility of Association. Subject to the provisions of this Declaration pertaining to the destruction of improvements, the Association shall paint, maintain, repair, replace and landscape the Common Area, if any, and improvements thereon and to keep same in a state of good repair, condition and appearance, reasonably consistent with the level of maintenance reflected in the initial budget of the Association. All such costs of maintenance, repairs and replacements for the Property shall be paid for as Common Expenses as provided in this Declaration. All work performed for or on behalf of a Lot Owner which is not the responsibility of the Association, shall be charged to such Owner as a Special Assessment as provided in this Declaration.

ARTICLE X. **EASEMENTS AND PARTY WALLS**

Section 1. Utility Easements. Easements for installation, maintenance, repair and removal of utilities and drainage facilities and floodway easements over, under and across the Property are reserved by Declarant for itself, its successors and assigns and each Owner. Full rights of ingress and egress shall be had by Declarant and its successors and assigns and each Owner at all times over the Property for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility. Such rights shall include right of entry upon any Lot and residence or improvement situated thereon.

Perpetual, alienable and releasable easements for the sewer, water, drainage and other public conveniences and other utilities in said Common Areas. These reservations and rights expressly include the right to cut any trees, bushes, or shrubbery, rights to make any grading of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installment and to maintain reasonable standards of health, safety and appearance.

Section 2. Ingress and Egress by the Association. Full rights of ingress and egress shall be had by the Association at all times over and upon each Lot for the maintenance and repair of each Lot in accordance with the provisions hereof, and for the carrying out by the Association of its functions, duties and obligations hereunder; provided, that any such entry by the Association upon any Lot shall be made with as little inconvenience to the Owner as practical, and any damage caused thereby shall be repaired by the Association at the expense of the maintenance fund.

Section 3. Ingress and Egress by Lot Owner. In any case in which a wall of an Owner's residence is build upon his Lot line and does not constitute a common wall with the residence build on the adjoining lot, but rather overlooks a patio or other open space on such adjoining lot, such Owner shall have an easement, conveyance and use of electricity, telephone equipment, gas, which is hereby reserved by Declarant in his behalf, and for each Owner over and upon the adjoining lot for the maintenance and repair of such wall, the roof over same, or any pipes, vents, outlets, plumbing or utility

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lines within it; provided that any such entry upon the adjoining Lot shall be made with as little inconvenience to the Owner thereof as practical, and any damage caused thereby shall be repaired at the expense of the Owner using this easement.

Section 4. Encroachments. If any portion of a party wall shall encroach upon any adjoining Lot, or upon the common area or community facilities, by reason of the repair, reconstruction, settlement or shifting of the wall or of any improvement comprised in part of the wall, or for any other analogous reason, or if any party wall as originally constructed is not centered upon the Lot line between two adjoining Lots, a valid easement shall exist for the encroachment and for the maintenance of same as long as the wall or improvement stands.

Section 5. Common Drive or Driveway and Walkway Easements. Declarant hereby creates for the Owners of all Lots, a perpetual non-exclusive easement for the use and enjoyment of all common areas and for vehicular and pedestrian traffic over and across the drives and ways, as may be dedicated as such on the plat or plats of any of the properties now or hereafter subject to this Declaration.

Section 6. Easements to Run with Land. All easements and rights described herein are easements running with the land, perpetually in full force and effect, and at all times shall inure to the benefit and be binding upon the Declarant, its successors and assigns, and any Owner, purchaser, mortgagee and other person having an interest in the property or any part or portion thereof.

Section 7. Mutual Driveway Easement. If a mutual driveway is constructed, then Declarant hereby creates for each of the respective adjoining Lot Owners, a mutual driveway easement over and across such mutual driveway. Each of the Lot Owners owning a Lot comprising the mutual driveway shall be jointly responsible with the other adjoining Owners for the upkeep and maintenance of said driveway and said owners shall keep said driveway free and clear of all vehicles or other objects which would interfere with the free and unrestricted use of said mutual driveway.

ARTICLE XI. USE RESTRICTIONS

The Property shall be subject to the following use restrictions in addition to those stated in Article VIII:

Section 1. Use of Lots and Dwellings. Except as permitted by Section 8 hereof, each Lot and Residence shall be used for residential purposes only, and no trade and business of any kind may be carried on therein. The use of a portion of a dwelling as an office by the Declarant or his tenant shall not be considered to be a violation of this covenant if such use does not create regular customer, client, or employee traffic so as to cause a nuisance to the Property Owners, provided that in no event shall any Lot or dwelling be used as a storage area for any building contractor or real estate developer. Lease or rental of a dwelling for residential purposes shall not be considered to be a violation of this covenant so long as the lease (i) is for not less than the entire dwelling and all the improvements thereon, (ii) is for a term for at least six (6) months, and (iii) is approved in writing (upon submission at least sixty (60) days prior to commencement of the lease term) by the Board of Directors. All leases shall be required to be in writing,

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and prior to commencement of any such lease, the Property Owner shall provide the Association and the managing agent of the Association, if any, with executed copies of such lease. Any lessee or tenant shall in all respects be subject to the terms and conditions of this Declaration and the rules and regulations adopted hereunder.

Section 2. Signs. Except as may be required by legal proceedings, no signs, advertising or ornaments of any kind shall be maintained or permitted within any windows, on the exterior of any windows located within the development or elsewhere or any portion of the property by anyone, including, but not limited to, the Property Owner, a Realtor, real estate agent, contractor, or sub-contractor, without the express written permission of the Architectural Review Committee. The approval of any signs and posters, without limitation, name and address signs, shall be upon such conditions as may be from time to time determined by the Architectural Review Committee and may be arbitrarily withheld. If any such sign or advertising device is approved, it shall only contain one name and/or one number plate, not exceeding 120 square inches and if for sale purposes such signs shall not exceed six (6) square feet in area and shall be subject to the right of the Architectural Review Committee to restrict color and content. Notwithstanding the foregoing, the restrictions of this Section 3 shall not apply to Declarant, his agents or assigns, so long as Declarant shall own any of the Lots. In addition, the Board of Directors, on behalf of the Association, shall have the right to erect reasonable and appropriate signs on any portion of the Common Area and within those easement areas established under the Declaration.

Section 3. Other Buildings and Vehicles.

(a) No tent, mobile home, trailer, barn or other similar outbuilding or structure shall be placed on any Lot or on any other area at any time, either temporarily or permanently without prior approval of the Architectural Review Committee. All vehicles owned or used by owners or occupants other than temporary guests and visitors, shall, as far as possible, be parked in garages constructed on Owner's lot or in the driveway. Vehicles in this paragraph means automobiles, pick-up trucks or sports utility vehicles with a current license tag. The Board of Directors shall have authority to promulgate additional rules and regulations related to the parking of the vehicles listed in this paragraph

(b) The Board of Directors shall have authority to promulgate rules and regulations to govern the outside storage or parking of all other vehicles, including motor homes, trucks, commercial vehicles of any type, campers, motorized campers or trailers, boats or other water craft, boat trailers, motorcycles, motorized bicycles, motorized go-carts, or any other related forms of transportation devices upon any Lot. Such rules and regulations shall require that no vehicle listed in this paragraph shall be parked on the street, that all such stored or parked vehicles listed in this paragraph, shall be parked in a garage or otherwise screened from the street, and no commercial vehicles with more than two axles or six wheel shall be stored on any Property or street.

(c) No owners or other occupants of any portion of the Property shall repair or restore or allowed to be repaired or restored any vehicle of any kind upon or within any Lot, dwelling, or within any portion of the Common Areas, except (i) within enclosed garages or workshops or (ii) for emergency repairs and then only to the extent necessary to enable the movement thereof to a proper repair facility.

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(d) No vehicles of any kind shall be parked on or in the front lawn.

Section 4. Unsightly conditions and nuisances. It shall be the responsibility of each Property Owner and tenants thereof to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on the Property, which shall tend to substantially decrease the beauty of the community as a whole or as a specific area.

No Owner shall place or permit any foil or other like substance to be placed on any window.

No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Property.

Nor shall any nuisance or odors be permitted to operate upon or arise from the Property, so as to render any portion thereof unsanitary, unsightly, offensive or detrimental to persons using or occupying any other portions of the Property.

Noxious or offensive activities shall not be carried on in any Lot dwelling or any part of the Common Areas, and each owner, his family, tenants, invitees, guests, servants and agents shall refrain from any act or use of a Lot, Residence or the Common Areas which would cause disorderly, unsightly or unkempt conditions or which would cause embarrassment, discomfort, annoyance or nuisance to the occupants of other portions of the Property or which would result in a cancellation of any insurance from any portion of the Property or which would be in violation of any law, governmental code or regulation.

Without limiting the generality of the foregoing conditions, no exterior speakers, horns, whistles, bells, or other sound devices except security and fire alarm devices used exclusively for such purposes shall be located, used, or placed within the Property.

Any owner, or his family, tenants, guests, invitees, servants, or agents, who dumps or places any trash or debris upon any portion of the Property, except for trash or garbage placed within the designated area for regular pickup and removal of such trash and garbage, shall be liable to the Association for the actual costs or removal thereof or the sum of \$150.00, whichever is greater, and any sum shall be added to and become a part of that portion of the assessment next becoming due to which the owner and his Lot are subject.

Section 5. Antenna. No television antenna, satellite dish, radio receiver or similar device shall be attached to or installed upon any portion of the Property, unless contained entirely within the interior of a building or other structure, nor shall radio or television signals nor any other form of electromagnetic radiation be permitted to originate from any Lot which may unreasonably interfere with reception or other signals within the Property; provided however, that Declarant and the Association shall not be prohibited from installing equipment necessary for master antenna, security cable television, mobile radio, or other similar systems within the Property. should cable television services be unavailable, and adequate television reception not be otherwise available, then an owner may make written application to the Architectural Review Committee for permission to install a television antenna or satellite dish.

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Section 6. Lights. The design and location of landscape lighting fixtures shall be subject to the approval of the Architectural Review Committee. Neither these nor any other illumination devices, including but not limited to Christmas ornaments, located anywhere on the structure or grounds of any Lot shall be located, directed or of such intensity to affect adversely the nighttime environment of any adjoining Property. 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.

Section 7. Pets. No animals, livestock or poultry of any kind, shall be raised, bred, kept, staked or pastured on any Lot, or in the Common Area, except dogs, cats, birds, (including chickens) or other household pets, pursuant to such rules as the Association acting through its Board may adopt from time to time. Pets shall not be permitted upon the Common Area unless accompanied by an adult individual and either carried or leashed.

Section 8. Sales and Construction Activities. Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, it shall be expressly permissible for Declarant and his agents, employees, and assigns to maintain and carry on such facilities and activities as may be reasonably required, convenient or incidental to the completion, improvement, and sale of Lots and/or dwellings or the development of Lots, dwellings, Common Areas and the additional Property, including, without limitation, the installation and operation of sales and construction trailers, offices and dwellings as may be approved by the Declarant from time to time, provided that the location of any construction trailers of any assigns of Declarant's, rights under this Section 8 shall be subject to Declarant's approval. The right to maintain and carry on such facilities shall contain specifically the right to use dwellings as model residences, and to use any dwellings as office for the sale of Lots and/or dwellings, and for related activities.

Section 9. Trespass. Whenever the Association and/or the Declarant is permitted by this Declaration to repair, clean, preserve, clear out or do any action on any part of the Property, entering any Lot or any portion of the Property and taking such action shall not be deemed a trespass.

Section 10. Subdivided. No Lot shall be subdivided or its boundary lines changed, except with the written consent of the Board of Directors and the Declarant.

Section 11. Certain Construction Rights. The Declarant expressly reserves to itself, its successors, and assigns and any other provisions of this Declaration notwithstanding, the right to build bridges, walkways, or expanse across any natural or man made canals, creeks, riding trails, paths, or lagoons in the Property or to convert or use any portion of a Lot as a street and dedicate same to the City of Ridgeland or any other governmental entity with jurisdiction over the Property and to combine the remaining portion or portions of the lot with another lot or lots. Nothing in this section shall be construed as placing an affirmative obligation to the Declarant to provide or construct any such improvement.

Section 12. Reconstruction after Fire or Other Casualty Loss. If a Dwelling is partially or completely destroyed by fire or other casualty, then, as require section 3, the Owner of such Dwelling shall promptly clear the Lot or restore or reconstruct such

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Dwelling, at his own expense, in accordance with the original Plans or with such other Plans as may be approved by the Architectural Review Committee upon the request of such Owner.

Section 13. Streets. The streets shall be private streets owned by the Association. At the time plats are filed for record, the Declarant shall convey to the Association all right, title and interest in and to the Streets. Notwithstanding such conveyance, the Declarant shall be responsible for the construction of the Streets. After completion of the construction on a substantial number of the Dwellings, the Declarant shall cause the construction of such Streets to be completed by overlaying the surface or wearing course of the pavement. The determination of such final construction shall be solely in the discretion of the Declarant. Upon completion of the overlay of the surface or wearing course, all responsibility for the repair and maintenance of such Street shall be assumed by the Association.

Section 14. Gates. At such time as the Declarant in its discretion determines, the Declarant shall install a gate at the entrance to the Property off North Agency Lane. The gate shall be of a type or style which Owners can open or close by use of a remote control or other device or mechanism. The control of the Gate shall be transferred to the Association. Notwithstanding the installation of gates or the implementation of rules or procedures governing the opening, closing and locking of the gates, the Declarant makes no representation or warranty concerning any matter of security of the safety of the Property. By acceptance of a deed or other conveyance of a Lot, each Owner releases the Declarant from any claim, damage or liability arising from or related to the operation of or timing of the opening, closing and locking of the gates.

Section 15. Compliance. (a) In the event of a violation or a breach of any other restrictions contained in this Declaration by any Property Owner, or agent of such Property Owner, other property owners, jointly or severally shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Declarant and/or the Association severally shall have the right, but shall not be obligated to proceed at law or in equity to compel a compliance to the term hereof or to prevent the violation of any breach in any event.

(b) In addition to the foregoing, the Declarant and/or the Association severally shall have the right, but shall not be obligated, whenever there shall have been built at any place on the Property any structure which is in violation of these restrictions, to enter upon the Property upon which such violation exists and similarly abate or remove the same at the expense of the Property Owner if, after fifteen (15) days written notice of such violation, it shall not have been corrected by the Property Owner. Any person entitled to file a legal action for the violation of these covenants shall be entitled to recover reasonable attorney fees as a part of such action. Any such entry and abatement or removal shall not be deemed a trespass.

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

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ARTICLE XII. PROPERTY SUBJECT TO THIS DECLARATION

Section 1. The Property. The Property is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

Section 2. Amendment. This Article shall not amended without the written consent of Declarant, so long as the Declarant owns any property described in Exhibit "A".

ARTICLE XIII GENERAL PROVISIONS

Section 1. Duration. The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Owners of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (25) years from the date this Declaration is recorded in the Office of the Chancery Clerk of the First Judicial District of Madison County, Ridgeland, Mississippi, after which time said covenants shall be automatically extended for the successive periods of ten (10) years unless an instrument signed by a majority of the Owners has been recorded in the Deed Records, in said Chancery Clerk's Office agreeing to abolish the said Covenants, Conditions and Restrictions in whole or a substantial portion thereof; provided, however, that no such agreements to abolish shall be effective unless made and recorded one (1) year in advance of the effective date of such abolishment.

Section 2. Amendments. (a) Notwithstanding Section 1 of this Article, the Covenants, Conditions and Restrictions of this Declaration may be amended and/or changed in part with the consent of two-thirds (2/3rds) of the then-members of each class if amended and/or changed during the twenty-year period of this Declaration, and thereafter said Covenants may be amended or terminated with the consent of fifty-one percent (51%) of the Lot Owners, and in each case such amendment shall be evidenced by a document in writing bearing the signatures of such Owners.

(b) Notwithstanding anything in this Declaration to the contrary, prior to the sale of a Lot by Declarant, any and all provisions of this Declaration may be amended or terminated by recordation of a written instrument signed by the Declarant setting forth such amendment or termination.

(c) Subsequent to the sale of a Lot, and prior to the time that all Lots subject to the Declaration has been sold, conveyed or released from this Declaration, Declarant hereby reserves and is hereby granted the right and privilege to amend this Declaration without the consent of the Association, any Owner or mortgagee for the purpose of: (i) complying with the ordinances of the Hind County, the laws of the State of Mississippi, or any governmental authority having regulation over said Property and any record first mortgagee; or (ii) inducing any of such agencies or entities to make, purchase, sell, insure or guarantee first deeds of trust on any Lots; (iii) making such other amendments as Declarant may be expressly entitled to hereunder.

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(d) Notwithstanding Section 2 of this Article XIII, no amendments of a material nature shall be made without the consent of sixty-seven percent (67%) of the then members of each class and fifty-one percent (51%) of the holders of a Recorded First Mortgage. An amendment to change any of the following would be considered as material: (i) Voting rights; (ii) Assessments, assessment liens or subordination of assessment liens; (iii) Reserves for maintenance, repair and replacement, of Common Areas; (iv) Responsibility for maintenance and repairs; (v) Reallocation of interest in the general or limited, common areas or rights to their use; (vi) Boundaries of any lots; (vii) Convertibility of Lots into Common Areas or vice versa; (viii) Expansion or contraction of the project, or addition, annexation or withdrawal of property to or from the Project; (ix) Insurance or fidelity bond coverage as set forth in Article VI; (x) Leasing of Residences except as set forth in Section 1 of Article XI; (xi) Imposition of any restrictions on a Lot Owner's right to sell or transfer his or her Residence; (xii) Restoration or repair of the Property (after a hazard damage or a partial condemnation) in a manner other than specified in this Declaration; (xiii) Any provisions that expressly benefit mortgage holders, insurers or guarantors; or

(e) Any amendment to abandon or terminate this Declaration for reasons other than substantial destruction or condemnation of the Property, the eligible holders of recorded First Mortgages representing sixty-seven percent (67%) of mortgaged lots must agree.

All amendments, if any, shall be recorded in the Office of the Chancery Clerk of the First Judicial District of Madison County, Mississippi.

Section 3. Enforcement. Enforcement of these Covenants, Conditions and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, or to recover damages, or to enforce any lien created by these covenants; and failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision, which shall remain in full force and effect.

Section 5. Headings. The headings contained in this Declarations are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

Section 6. Notices to Owner. Any notice required to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the address of the person who appears as owner on the records of the Association at the time of such mailing.

Section 7. Notices to Mortgagees. Notwithstanding any provision herein to the contrary, the holder(s) of a Recorded First Mortgage on any Lot is entitled to, and shall receive, United States mails, postage prepaid, addressed to the last known written notification from the Association of any default by the respective mortgagor/owner in the performance of such mortgagor's/owner's obligation(s) as established by this Declaration.

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Section 8. Additional Rights of Mortgagees - Notice.

(a) Upon written request to the Owners Association, identifying the name and address of the holder, insurer or guarantor and the resident number or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

(i) Any condemnation or casualty loss that effects either a material portion of the project or the Residence securing its mortgage; and

(ii) Any sixty (60) day delinquency in the payment of assessment or charges owed by the owner or any residence on which it holds the mortgage; and

(iii) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Owners Association; and

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

(b) No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to this Declaration except after ten (10) days' written notice to the holder of the Recorded First Mortgage encumbering the Lot which is the subject matter of such suit or proceeding.

(c) Any holder of a Recorded First Mortgage on any Lot upon the Property may pay any taxes, utility charges or other charges levied against the Common Area which are in default and which may or have become- a charge or lien against any of the Common Area. Any holder of a Recorded First Mortgage who advances any such payment shall be due immediate reimbursement of the amount so advanced from the Owners.

(d) No mortgagee and no beneficiary or trustee under a deed of trust shall become personally liable for or obligated for any unpaid maintenance fund assessment.

(e) The holders, insurers or guarantors of any first mortgage on a lot in the property will, upon request, be entitled to: (i) inspect the books and records of the property during normal business hours; (ii) receive an annual financial statement of the Association within ninety days following the end of any fiscal year of the Association (Should any of the above named parties desire an audited financial statement, then and in that event, such parties are hereby authorized to have an audited financial statement prepared at such parties' expense); (iii) written notice of all meetings of the Owners Association and be permitted to designate a representative to attend all such meetings; and (iv) current copies of this Declaration, the Bylaws of the Association and all other rules concerning the project.

(f) No, action to terminate legal status of this Declaration after substantial destruction or condemnation occurs without the written consent of sixty-seven percent (67%) of the holders of a Recorded First Mortgage.

(g) If the Association obtains professional management at the request of the holder of a Recorded First Mortgage, then the Association will not establish self-management

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without the consent of fifty-one percent (51%) of the holders of a Recorded First Mortgage.

Section 9. Captions and Gender. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders the singular shall include the plural.

Section 10. Record of Mortgage. Any owner who mortgages his lot shall notify the Association of such fact and shall furnish the Association the name and address of his mortgagee and a copy of his mortgage held by such mortgagee. The mortgagee shall be entitled to notify the Association that such mortgagee holds a mortgage on a lot. The Board of Directors shall maintain such information in a book entitled "Holders of Recorded First Mortgages"

Section 11. Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is by mail, it shall be deemed to have been delivered forty-eight hours after a copy of the same has been deposited in the United States mail, post pre-paid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association; provided, however, that notice of meetings need not be mailed by Certified Mail, Return Receipt Requested. Such addresses may be changed from time to time by notice in writing to the Association.

Section 12. Condemnation. In the event of a taking in condemnation or by eminent domain of part or all of the common elements, the award made for such taking may be payable to the Board of Directors on behalf of unit owners. If sixty-seven percent (67%) or more of the unit owners duly and promptly approve the repair and restoration of such common elements, the Board of Directors shall arrange for the repair and restoration of such common elements and the Board of Directors as the case may be, shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that sixty-seven percent (67%) and or more of the Lot owners do not duly and promptly approve the repair and restoration of such common elements, the Board of Directors or the insurance trustee, as the case may be, shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of damages, among all of the lot owners in a percentage equal to the percentage of undivided interest owned by each lot owner in the property, after first paying out of the respective share of the lot owners, to the extent sufficient for the purpose, all liens of the undivided interest in the property owned by each lot owner.

The Association is hereby designated to represent the lot owners in any proceedings, negotiations, settlements or agreements and said Association is hereby appointed as attorney-in-fact for the lot owners of all lots, and for each of them, for this purpose.

ARTICLE XV.

DECLARANT'S RIGHTS AND RESERVATIONS

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Section 1. Declarant's Rights and Reservations. No provisions in the Charter, By-laws or this Declaration shall limit, and no Owner or the Association shall do anything to interfere with, the right of Declarant to subdivide or resubdivide any portions of the property described on Exhibit "A" or to complete improvements or refurbishments (if any) to and on the Common Area or any portion of the Property owned solely or particularly by Declarant or to alter the foregoing or the construction plans and designs, or to construct such additional improvements as Declarant deems advisable in the course of development of the Property. Such right shall include, but shall not be limited to, the right to install and maintain such structures, displays, signs, billboards, flags and sales offices as may be reasonably necessary for the conduct of his business for completing the work and disposing of the lots by sale, lease or otherwise. Each Owner by accepting a deed to a lot hereby acknowledges that the activities of Declarant may temporarily or permanently constitute an inconvenience or nuisance to the Owners, and each Owner hereby consents to such inconvenience or nuisance. This Declaration shall not limit the right of Declarant at any time prior to acquisition of title to a lot by a purchaser from Declarant to establish on that lot, Common Areas, additional licenses, easements, reservations and rights of way to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the property. The Declarant need not seek or obtain Board approval of any improvements constructed or placed by Declarant on any portion of the Property. The rights of Declarant under this Declaration may be assigned by Declarant to any successor and any interest or portion of Declarant's interest in any portion of the Property by a recorded, written assignment. Notwithstanding any other provision of this Declaration, the prior written approval of Declarant, as Declarant of these Covenants, will be required before any amendment to this Article shall be effective while Declarant owns a lot. Declarant shall be entitled to the non-exclusive use of the Common Area, without further cost, for access, ingress, egress, use and enjoyment, in order to show the Property to his prospective purchasers or lessees and dispose of the Property as provided herein. Declarant, his assigns and tenants shall also be entitled to the non-exclusive use of any portion of the Common Area which comprises drives or walkways for the purpose of ingress and egress and accompanying vehicle and pedestrian traffic to and from the Property. Each Owner hereby grants, by acceptance of the deed to his lot, an irrevocable, special power of attorney to Declarant to execute and record all documents, maps or plats necessary to allow Declarant to exercise its rights under this Article. This Article shall be applicable for so long as the Declarant owns any portion of the Property.

Section 2. Amendment. This Article shall not amended without the written consent of Declarant, so long as the Declarant owns any property described in Exhibit "A".

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

DECLARANT

DAT Investments, LLC

By: _____
David Turner

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President

STATE OF MISSISSIPPI
COUNTY OF Madison

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, and while within my official jurisdiction, the within named David Turner who acknowledged that he signed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE this the _____ day
of _____, 2004

Notary Public

My Commission Expires:

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TO BE DECLARED SURPLUS:			
Item	Serial Number	Asset Number	
FIREARM - SPRINGFIELD 40 CAL HANDGUN	US432685	100-6-00987	SHOULD HAVE BEEN SURPLUSED/RETIRED TO RETIREE
FIREARM REMINGTON 870 12 GA SHOTGUN	C761523M	100-6-00631	SHOULD HAVE BEEN SURPLUSED/RETIRED TO RETIREE
SLIDING WINDOW - PAS WINDOW PARTITION	NA	100-1-00562	DESTROYED
SLIDING WINDOW - PAS WINDOW PARTITION	NA	100-1-00563	DESTROYED
SLIDING WINDOW - PAS WINDOW PARTITION	NA	100-1-00564	DESTROYED
SLIDING WINDOW - PAS WINDOW PARTITION	NA	100-1-00565	DESTROYED
SLIDING WINDOW - PAS WINDOW PARTITION	NA	100-1-00566	DESTROYED
LIGHT - WHELEN INNER GRILL LIGHT FOR P-25	NA	100-1-00582	DESTROYED
HEADSET AMPLIFIER -TALK, WITH 3 HEADSETS, 4 VOICE TU	BA001758	100-6-01053	NO WAY TO IDENTIFY
DISPATCH UNIT - PLAN WIRELESS DISPATCH UNIT	BE800472	100-6-01026	NO WAY TO IDENTIFY
DISPATCH UNIT - PLAN WIRELESS DISPATCH UNIT	BE800471	100-6-01027	NO WAY TO IDENTIFY
WORKSTATION MODULAR MOBILE COMMAND	NA	100-4-00248	TO BE DISPOSED OF
SERVER - 2X SERVER - DL120, SQL UPGRADE	NA	100-2-00531	TRADED IN ON NEW EQUIPMENT
TRAFFIC ADVISOR - WHELEN TAL85 LED	PNF 28393	100-1-00407	TRASHED/BROKEN
LECTERNS NEVERS	NA	100-4-00202	TRASHED/BROKEN
TYPEWRITER IBM WHEELWRITER II	11RNY87	100-2-00304	UNKNOWN
FAX MACHINE - MURATE MACHINE IN COURT SERV	BIAQ500411	100-2-00571	UNKNOWN
VIDEO SYSTEM 24 HOUR TIME TOR/RECO	129W0461/1060340	100-6-00491	UNKNOWN
LIGHT - SUREFIRE 662 TACTICAL FOR 15 9MM	NA	100-6-00556	UNKNOWN
500 AUTOMATIC EXTERNAL DEFIBRILLATOR	11696566	100-6-00583	UNKNOWN
RADAR - GENESIS I W/ CONTROL HEAD, REMOTE CABLES. USED	G20674	100-1-00695	UNKNOWN
CAMERA - SONY CYBERS	6441970	100-2-00491	UNKNOWN
DIGITAL CAMERA - SONY MCF-CD350	390850	100-6-00765	UNKNOWN
CAMERA DSCH1 SONY CY	3533260	100-6-00917	UNKNOWN
THE FOLLOWING ASSETS WERE LOCATED AND NEED TO BE ADDED BACK:			
MULTISORT SORTER	NA	100-2-00305	COURT
TELEVISION, TOSHIBA 32"	55604456	100-6-00648	COURT
FIREARM REMINGTON MODEL 870	W249360V	100-6-00067	MYERS, J
CAMERA - SONY DSC F7-17 CYBERSHOT DIGITAL	1510299	100-6-00718	DILLARD
CAMERA - SONY DSC F7-17 CYBERSHOT DIGITAL	1422452	100-6-00719	DILLARD
AIRPHONE	8566115R	100-6-01101	DISPATCH
TV/VCR COMBO EMERSON EWC1303	M16375428	100-2-00404	JANITORIAL