

**FIRST REGULAR OCTOBER 2011 MEETING OF THE  
MAYOR AND BOARD OF ALDERMEN OF THE  
CITY OF RIDGELAND, MISSISSIPPI  
OCTOBER 4, 2011  
6:00 P.M.**

**FIRST REGULAR OCTOBER 2011 MEETING OF THE  
MAYOR AND BOARD OF ALDERMEN OF THE  
CITY OF RIDGELAND, MISSISSIPPI  
OCTOBER 4, 2011  
6:00 P.M.**

1. Consent Agenda

- T1 (a) Site Plan/Architectural Review-Highway 51 (Mattress Firm)-Community Development, Public Works
- T2 (b) Code Enforcement/Adjudicate the Cost of Cleaning Property-623 Berridge Dr. (Angela and Hubert Little)
- T3 (c) Special Event Permit Requests-Police
  - i. Fall Into Fun School Fundraiser, 10/20/11 (Christ Covenant School)
  - ii. 5K Run/Walk and 1 Mile Fun Run Parent Fellowship, 10/22/11 (Christ Covenant School)
- T4 (d) Request Approval of Lease Agreement (Harley-Davidson of Central MS, Inc)-Police
- T5 (e) Request to Declare Vehicles as Surplus Property-Police
- T6 (f) Request to Declare Equipment as Surplus Property-Police
- T7 (g) Request Approval of Sales Agreement for Asphalt Zipper Attachment Machine (Asphalt Zipper, Inc)-Public Works
- T8 (h) Request Approval of Finance Proposal for Purchase of Asphalt Zipper Machine/Authorize Mayor to Sign Loan Agreement (BancorpSouth Equipment Finance)-Public Works
- T9 (i) Request Approval of CDBG Requisition No. 24/Pay Request No. 3, Western Water System Improvements, Phase II Water Connector Lines (Blurton, Banks & Assoc)-WEI, Sample, Hicks & Assoc, Public Works
- T10 (j) Request Approval of Letter Agreement for the EMCSDS Wastewater Flow Monitoring Project (WEI)-Public Works
- T11 (k) Request Approval of Supplemental Agreement #1, Ridgewood Road and Centre Street Intersection Improvements (Neel-Schaffer)-Public Works
- T12 (l) Request Authorization to Advertise for Bids for Front End Loader Approved in FY '12 Budget-Public Works
- T13 (m) Request Approval of Correction to Term Bid Award for Stone Rip-Rap from Vulcan Materials to White Sands, Inc-Public Works

2. Payment of Claims



## MEMORANDUM

To: Mayor and Board of Aldermen

From: Alan Hart, Director  
Community Development Department

Mike McCollum, Director  
Public Works Department

Date: September 28, 2011

Re: Architectural Review:

### MATTRESS FIRM

We recommend that the Mayor and Board of Aldermen discuss and consider the above referenced architectural plan. The Community Development and Public Works Departments have reviewed the above referenced site/architectural plan to include but not limited to a review of the following: land use, zoning, open space, ingress, egress, building setbacks, building height, lot area, parking, drainage, traffic impact, landscaping, tree ordinance, and water and sewer utilities as established in the City of Ridgeland Development Review Procedures.

The Architectural Review Board met in accordance with the Architectural Review Ordinance at its regularly scheduled meeting on September 27, 2011 and recommended that the referenced site/architectural review plan be approved.

The Community Development and Public Works Departments will review the construction plans, contractor license, and collect all fees before a building permit is issued. Thank you for your consideration of this matter. Please contact me if you have any questions.

mailing address: p.o. box 217 • ridgeland, ms 39158  
street address: 304 highway 51 • ridgeland, ms 39157  
ph: 601.856.3877 • www.ridgelandms.org

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

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

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

A meeting of the Architectural Review Board of the City of Ridgeland, Mississippi, (the "Board"), was duly called, held, and conducted on Tuesday September 27, 2011 at 6:00 o'clock P.M. in the Ridgeland City Hall in the City of Ridgeland, Madison County, Mississippi.

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**The following members were present, to-wit:**

Bill Dicken, Chairman  
Connie Suber  
Phil Ayers  
Donald Pendergrast  
Alex Ross  
Ron Blaylock

**Members Absent:**

Karen Bishop

**Also attending:**

Matt Dodd, City Planner

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

The first item on the agenda was **MATTRESS FIRM**. The project was presented by **Mrs. Erin Holden Zieren**. The project is located on **Highway 51**. The Applicant is requesting approval to modify the existing parapet wall.

Phil Ayers made a motion to approve the project as a "major" item. Ron Blaylock seconded the motion. With all members present voting "aye" the motion passed.

The next item on the agenda was **RIDGELAND AUTO WORLD**. The project was presented by **Mr. Matt Dodd**. The project is located on **Ridgewood Road**. The applicant is requesting approval to add brick water table accent to the building .

Glenn Ray made a motion to approve the project as a "minor" item. Donald Pendergrast seconded the motion. With all the members present voting "aye" the motion passed.

The next item on the agenda was **U.S. FOREST SERVICE**. The project was presented by **Mr. Matt Dodd**. The project is located on **Marketridge Drive**. The applicant is requesting approval to add windows to the existing office building.

Phil Ayers made a motion to approve the project as a "minor" item. Alex Ross seconded the motion. With all the members present voting "aye" the motion passed.

The minutes from the July 26, 2011, August 23, 2011, and September 13, 2011 meeting were then read and approved by the board. There being no further business to come before the meeting, the meeting was adjourned.

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Bill Dicken, Chairman

ATTEST:

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Connie Suber, Secretary



community development

## MEMORANDUM

To: Mayor and Board of Aldermen

From: Drew Smith, Code Enforcement Officer  
Community Development Department

DS

Date: October 4, 2011

Re: Property Adjudication

I recommend that the Mayor and Board of Aldermen adjudicate the cost of cleaning the following property pursuant to State Statute 21-19-11:

### **623 BERRIDGE DRIVE (HUBERT LITTLE)**

This property was entered after the required notices and cleaned by the City of Ridgeland Public Works Department and Community Development Department. I have attached invoices detailing the cost for the work performed at the property. Thank you for your consideration of this matter. Please contact me if you have any questions.

mailing address: p.o. box 217 • ridgeland, ms 39158  
street address: 304 highway 51 • ridgeland, ms 39157  
ph: 601.856.3877 • www.ridgelandms.org

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

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

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY  
OF RIDGELAND, MISSISSIPPI SETTING AN ASSESSMENT AGAINST  
HUBERT LITTLE AND 623 BERRIDGE DRIVE, RIDGELAND, MISSISSIPPI  
PURSUANT TO MISS. CODE ANN. §21-19-11**

**Whereas**, on September 6, 2011 the Mayor and Board of Aldermen authorized the Department of Community Development of the City of Ridgeland, Mississippi to clean the above referenced property, pursuant to the provisions of Miss. Code Ann. §21-19-11; and,

**Whereas**, on September 21, 2011 after the appropriate notice had been given, the property was entered by City of Ridgeland staff pursuant to the provisions of Miss. Code Ann. §21-19-11;

**Whereas**, on October 4, 2011 the Mayor and Board of Aldermen did adjudicate that the actual cost of cleaning the property was \$1075.43 and found that said amount should be assessed as a lien against the property and enrolled in the office of the Tax Collector of Madison County as other judgments are enrolled.

**Now therefore it is resolved** by the Mayor and the Board of Aldermen of the City of Ridgeland, Mississippi that pursuant to Miss. Code Ann. §21-19-11, the actual costs of \$1075.43 plus the amount of statutory penalty, \$250.00, for a total amount of \$1325.43 should be assessed as a lien against Hubert Little on his property owned at 623 Berridge Drive, Ridgeland, Mississippi, being Tax Parcel No. 072I-29C-236/00.00.

**Further it is resolved** that this Resolution should be recorded in the office of the Tax Collector of Madison County as a judgment against Hubert Little and 623 Berridge Drive, Ridgeland, Mississippi.

**So resolved** this the fourth day of October, 2011.

**CITY OF RIDGELAND, MISSISSIPPI**

By: \_\_\_\_\_  
Mayor Gene F. McGee

Attest:

\_\_\_\_\_  
David Overby, City Clerk

# Invoice

City of Ridgeland

Billing Statement  
 Please remit to :  
 The City of Ridgeland  
 P.O. Box 217  
 Ridgeland, MS 39157

Property Address: 623 BERRIDGE DRIVE  
 Cleaning Date: 9-21-2011  
 Time: 12:30 p.m.- 3:30 p.m.

Labor	Rate	Count	Hours	Flat Fee	Total
Public Works	\$ 79.48		2		\$ 238.44
Community Development	\$ 38.47		2		\$ 115.41
<b>Sub Total</b>					<b>\$ 353.85</b>

Equipment	Rate	Count	Hours	Flat Fee	Total
1 Ton Truck	\$ 15.00	3	2		\$ 90.00
1/4 Ton Truck	\$ 9.00	1	2		\$ 18.00
Mowers	\$ 20.00	3	2		\$ 120.00
Weedeaters	\$ 10.00	3	2		\$ 60.00
Blowers	\$ 10.00	2	2		\$ 40.00
Pole Saw	\$ 10.00	1	2		\$ 20.00
Trailer	\$ 7.00	1	2		\$ 14.00
Rakes	\$ 2.00	2	2		\$ 8.00
Pump	\$ 15.00	1	2.5		\$ 37.50
<b>Sub Total</b>					<b>\$ 407.50</b>

Other	Rate	Count	Hours	Flat Fee	Total
Drain Cesspool	\$ 65.63	1	2.5		\$ 164.08
Legal				\$ 150.00	\$ 150.00
<b>Sub Total</b>					<b>\$ 314.08</b>

TOTALS					
<b>Total</b>					<b>\$ 1,075.43</b>
<b>Statutory Penalty</b>	<b>\$ 250.00</b>				<b>\$ 250.00</b>
<b>GRAND TOTAL</b>					<b>\$ 1,325.43</b>





police department

September 26, 2011

TO: Mayor & Board of Aldermen  
FROM: Randy Tyler, Chief of Police *RT*  
SUBJECT: Special Event Permit – Christ Covenant School “Fall Into Fun”

I have enclosed a Special Events Permit Application and a Play on Premises Music request from Leigh Shoemaker, Christ Covenant School at 752 South Pear Orchard Road, requesting permission to hold a special event, Fall into Fun. This event will be held on the School’s campus on Thursday, October 20, 2011, from 5:00p.m until approximately 8:00p.m. The fundraiser will be located in the multipurpose building and on the football field on campus. Arrangements for cleanup after the event have been made and volunteers from the school will be on hand to handle any parking issues.

There will be no overtime generated for this event.

If further information is required, please advise.

Attachments (3)

**City of Ridgeland**  
**Application for**  
**SPECIAL EVENTS PERMIT**

Name & Address Christ Covenant School  
Of 752 Pear Orchard Rd.  
Individual/Business: Ridgeland, MS 39157

Type of Event: (Details) Fall Into Fun (school fundraiser)  
- family festival, games,  
silent auction, concessions,  
entertainment

Location of Event: address above

Date(s) of Event: Thurs, Oct. 20 to (one night)

Hours of Event: 5 PM to 8 PM

Estimated Crowd Size: 550

What arrangements will be made for adequate restroom facilities: restroom in multipurpose building has 6 women's stalls and 6 men's stalls

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

Contact Person: Leigh Shoemaker Phone: 601-594-6655

Signature of Contact Person: Leigh Shoemaker Date: 9/22/11

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

- 1). You must present to the Chief of Police or his designee your plan for parking and traffic control. You must state in this plan whether or not police or private security personnel will be needed to direct and handle traffic and parking.
- 2). If the event is to have outdoor music, a written statement will be required from the applicant stating that the applicant will comply with the noise ordinance of the City of Ridgeland, MS.
- 3). If there is a need for Police Department and/or Public Works Department personnel to work in controlling the special event, the applicant will agree in writing to pay this cost.
- 4). The applicant may be required to post a bond in the minimum amount of One Thousand Dollars (\$1,000.00) with the City Clerk. This is to insure that the event area is immediately cleaned up after its conclusion, and any City employee who works overtime as a result of the special event, will be compensated from the bond proceeds.
- 5). Submit the above application and information to the City Clerk with a non-refundable filing fee of One Hundred Dollars (\$100.00).

Approved Chief of Police/or Designee [Signature]  
 Denied Date: 09/26/11

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

\* Gary Davis can be contacted with questions also.

**Ridgeland Police Department**  
**Application for**  
**PERMIT to PLAY ON PREMISES MUSIC**

Date of Application: 9/22/11  
Permit Applicant: Christ Covenant School / Leigh Shoemaker (601-594-6655)  
Applicant Address: 752 Pear Orchard Rd Phone #: 601-978-2272  
Name of Individual Responsible for On-Premises Activity: Stacey Stanford (601-260-3698)  
(This person must be present at all times)  
Name of Business: Christ Covenant School  
Business Address: 752 Pear Orchard Rd.  
Business Telephone: 601-978-2272  
Date(s) of Activity: Thursday, Oct. 20 to —  
Hours of Operation: 5PM to 8PM  
Maximum Noise Level, in decibels, to be emitted at the nearest boundary of the premises: unsure  
Description of premises where activity is scheduled: football field, normal sound system  
multipurpose building

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: event time 5-8 ; businesses near that are mostly closed.

\* Gary Davis can be contacted with questions also.  
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.**

Leigh Shoemaker  
Applicant's Signature

9/22/11  
Date

- APPROVED
- DENIED

Chief of Police or Designee [Signature]  
Date 09/26/11

CHRIST COVENANT PARENT FELLOWSHIP  
752 PEAR ORCHARD ROAD  
RIDGELAND, MS 39157

3283

9/22 20 11

85-226/842


PAY TO THE  
ORDER OF

City of Ridgeland

\$ 100 -

one hundred & no/100

DOLLARS

 Security features  
are included.  
Details on back.

BankPlus  
RIDGELAND, MS 39157

FOR permit - Fall into fun

*[Signature]*

MP

⑈003283⑈ ⑆084202264⑆ 40200240901⑈



police department

September 22, 2011

TO: Mayor & Board of Aldermen  
FROM: Randy Tyler, Chief of Police *RT*  
SUBJECT: Special Event Permit – Christ Covenant Church 5K

I have enclosed a Special Events Permit Application from Linda Lewis, Christ Covenant School at 752 South Pear Orchard Road, requesting permission to hold a 5K run and 1 mile fun run. This race will begin and end at Christ Covenant School and will be held on Saturday, October 22, 2011, beginning at 8:00 a.m. This event will conclude no later than 10:00 a.m. Arrangements have been made for clean-up and restrooms.

A course map is attached which was plotted and approved by Linda Lewis as well as Northpark Mall Security Chief Donnie Crabtree. The course layout will require officers to be posted at various intersections throughout the route. With the assistance of officers on duty at the time of this event, there will be an additional need for four (4) officers to work overtime on this detail. The hours of for the officers will be 7:00 a.m. until 10:00 a.m. which will include a briefing of the event. These 12 hours of overtime coverage is estimated to be \$312.00

If further information is required, please advise.

Attachments (3)

**Ridgeland Police Department  
Intradepartmental Memorandum**

TO: Chief Randy Tyler

DATE: 19 September 2011

FROM: Lt. John R. Neal 

SUBJECT: Christ Covenant Church 5K – Special Event Permit

I have attached a special events permit application from Linda Lewis, Christ Covenant School at 752 South Pear Orchard Road, requesting approval and issuance of a Special Event Permit for a 5K run and 1 mile fun run. This race will begin and end at Christ Covenant School and will be held on Saturday, October 22, 2011, beginning at 8:00 am. The event will conclude no later than 10:00 am. Arrangements have been made for parents and the staff of CCS to provide clean-up and restrooms are available on site at the school.

A course map is attached which was plotted and approved by Linda Lewis as well as Northpark Mall Security Chief Donnie Crabtree. The course layout will require officers to be posted at various intersections throughout the route. With the assistance of officers on duty at the time of this event, there will be an additional need for four (4) officers to work overtime on this detail. The hours for the officers will be 7:00 am until 10:00 am which will include a briefing of the event. These 12 hours of overtime coverage is estimated to be \$312.00.

Additionally, I have attached a check in the amount of \$100.00 from Christ Covenant Parent Fellowship for the filing fee.

If you have any questions, please contact me at your convenience.

**City of Ridgeland**  
**Application for**  
**SPECIAL EVENTS PERMIT**

Name & Address Christ Covenant School (Parent Fellowship)  
Of 752 Pear Orchard Road  
Individual/Business: Ridgeland, MS 39157

Type of Event: (Details) 5 K Run/Walk  
1 mile Fun Run  
School fundraising event

Location of Event: Race will start and finish at  
Christ Covenant School. See attached map course.

Date(s) of Event: Oct. 22, 2011 to           

Hours of Event: 7 a.m. (race begins at 8) to 11 a.m.

Estimated Crowd Size: under 200

What arrangements will be made for adequate restroom facilities:             
restrooms available at Christ Covenant School

What arrangements will be made for clean-up at completion of event:             
Families and individuals will clean up the 2 water stations en route.

Contact Person: Linda Lewis Phone: 601-540-3149  
Signature of Contact Person: [Signature] Date: 9/13/11

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

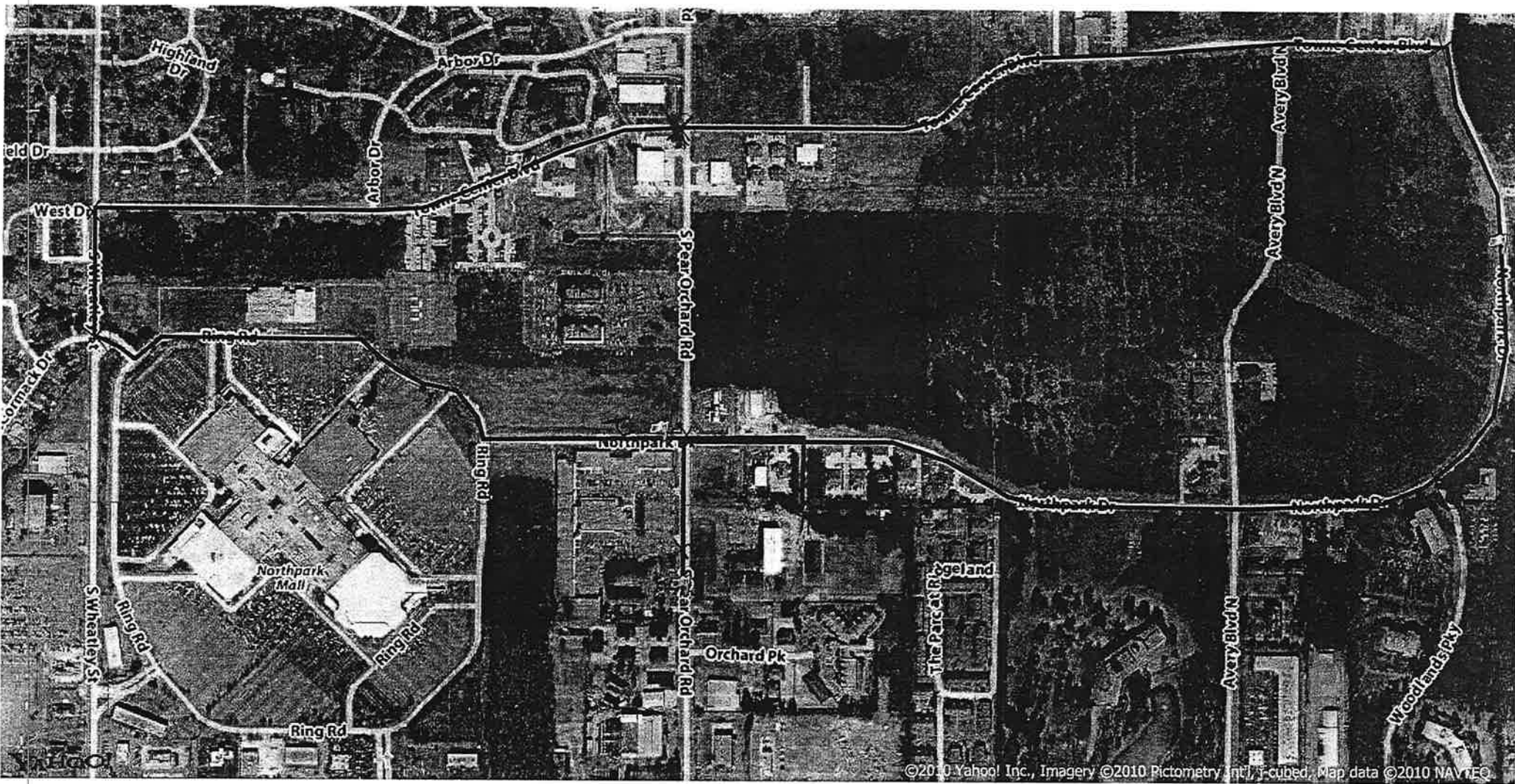
- 1). You must present to the Chief of Police or his designee your plan for parking and traffic control. You must state in this plan whether or not police or private security personnel will be needed to direct and handle traffic and parking.
- 2). If the event is to have outdoor music, a written statement will be required from the applicant stating that the applicant will comply with the noise ordinance of the City of Ridgeland, MS.
- 3). If there is a need for Police Department and/or Public Works Department personnel to work in controlling the special event, the applicant will agree in writing to pay this cost.
- 4). The applicant may be required to post a bond in the minimum amount of One Thousand Dollars (\$1,000.00) with the City Clerk. This is to insure that the event area is immediately cleaned up after its conclusion, and any City employee who works overtime as a result of the special event, will be compensated from the bond proceeds.
- 5). Submit the above application and information to the City Clerk with a non-refundable filing fee of One Hundred Dollars (\$100.00).

Approved Chief of Police/or Designee [Signature]  
 Denied Date:           

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

1. Parking for race participants and volunteers will be allowed only in the parking lot of Christ Covenant School/Pear Orchard Presbyterian Church.
3. Police or Publics Works personnel will be needed at intersections to insure the safety of participants.





### Suggested Route by Ridgeland PD

- ❖ Stage in main parking lot of CCS and exit onto Pear Orchard via South Drive
- ❖ North on Pear Orchard to right turn onto Northpark Drive
- ❖ Northpark Drive to left turn onto Towne Center Blvd
- ❖ Town Center Blvd – cross Pear Orchard Road – left turn on S. Wheatley Street
- ❖ S. Wheatley Street to left turn onto Ring Road
- ❖ Ring Road – past UA Movie theatre – to left turn on Northpark Drive
- ❖ Northpark Drive – cross Pear Orchard Road – to north entrance to CCS

**CHRIST COVENANT PARENT FELLOWSHIP**

752 PEAR ORCHARD ROAD  
RIDGELAND, MS 39157

3280

85-226/842

9/12 2011


PAY TO THE  
ORDER OF

City of Ridgeland

\$ 100 —

One hundred & no/100

DOLLARS

 Security features  
are included.  
Details on back.

**BankPlus**  
RIDGELAND, MS 39157

FOR \_\_\_\_\_

*[Signature]*

MP

⑈003280⑈ ⑆084202264⑆ 40200240901⑈



police department

September 26, 2011

TO: Mayor & Board of Aldermen

FROM: Randy Tyler, Chief of Police *RT*

SUBJECT: Lease Agreement

Please review for approval the following Lease Agreement between the City of Ridgeland and Harley-Davidson of Central MS.

Your consideration and approval of this request will be appreciated.

115 West School Street • Ridgeland, MS 39157  
Ph: 601.856.2121 • [www.ridgelandms.org](http://www.ridgelandms.org)

Gene F. McGee, cmo - mayor • Jimmy R. Houston, Sr. - chief of police

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



police department

September 22, 2011

MEMORANDUM

TO: Mayor & Board of Aldermen  
FROM: Randy Tyler, Chief of Police *RT*  
SUBJECT: Surplus Vehicle

I am requesting that the following vehicles be declared surplus property in order to be sold:

2000 Ford Crown Vic	2FAFP71W7YX208946 ,	P207,	100-1-328
1998 Ford F150	1FTZF1761WNA68289,	P185,	100-1-286
1999 Chevy Blazer	1GNDT13WXX2239222,	P247,	100-1-433
2005 Ford Crown Vic	2FAFP71W65X154938,	P240,	100-1-421

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

CC: EJ Wilkerson



police department

September 22, 2011

MEMORANDUM

TO: David Overby, Director of Finance & Administration  
FROM: Randy Tyler, Chief of Police *RT*  
SUBJECT: Surplus Property

I am requesting that the following list of items be declared surplus property so they can be disposed of:

Whelen light bars	100-1-313, 100-1-308, 100-1-355, 100-1-356, 100-1-385, 100-1-444
Epson digital camera	100-2-252 does not work
Sony camera	100-2-270 does not work
Canon digital camera	100-6-766 does not work

Your consideration and approval of this request will be appreciated.

CC: EJ Wilkerson



public works

Memorandum

To: The Mayor and Board of Alderman

From: Mike McCollum, Public Works Director

Date: September 28, 2011

Re: Asphalt Zipper Sales Agreement

We request that the Mayor and Board of Alderman approve the attached sales agreement and approve this vendor as a sole source. I have attached a letter and consulted with purchasing to confirm that the vendor meets the requirement for a sole source purchase. We also request that the Board authorize the Mayor to sign the agreement.

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

mailing address: p.o. box 217 • ridgeland, ms 39158  
street address: 304 highway 51 • ridgeland, ms 39157  
ph: 601.853.2027 • fax: 601.853.2019 • www.ridgelandms.org

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

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

# Asphalt Zipper®

## SALES AGREEMENT

Order Date \_\_\_\_\_

**BILL TO:**  
City of Ridgeland  
304 Highway 51  
Ridgeland, MS 39158

**SHIP TO:**  
SAME

Customer Purchase Order No. \_\_\_\_\_

Customer Contact: Mike McCollum

Phone (601) 853-2027

Expected Ship Date: To Be Determined

Fax (601) 853-2019

Expected Delivery Date: " "

Machine Type: <u>AZ 360</u>	Engine Type: <u>John Deere</u>	Cutterhead Size: <u>36"</u>
<b>Extra Components:</b>	Purchase Price: \$ <u>97,990</u>	
- Value Bundle Item - Water System	\$ <u>-2,000</u>	
- Grind Box	\$ <u>-8,500</u>	
- Wireless Remote	\$ <u>-1,500</u>	
Demo Unit Allowance (machine with minimal hours and full factory warranty + 1 bucket Teeth (45) no charge	\$ <u>-5,990</u>	
	\$ _____	
In-house Rep: <u>Jason Pears</u> Mileage _____	Freight: \$ _____	
Quality Control: _____	Sub Total: \$ _____	
Delivered by / Asphalt Zipper Co. Representative: _____	Less Deposit: \$ <u>80,000</u>	
Ordered by Customer / Authorized Representative _____	Taxes (if any): \$ _____	
	Balance Due: \$ <u>80,000</u>	
	On Delivery	

I, \_\_\_\_\_, an authorized agent for the above customer took delivery of the above described equipment, Serial No. TBD Trailer Serial No. TBD

at \_\_\_\_\_, State \_\_\_\_\_ on \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_

**FOR TERMS AND CONDITIONS OF THIS AGREEMENT SEE BACK OF THIS PAGE.**

White - Asphalt Zipper Yellow - AZI Rep Pink - Customer  
310 West 700 South, Pleasant Grove, Utah. 84062 (801) 785-0706 Fax (801) 785-0892 Customer Service (888) 805-3010  
Sales Office: (888) 947-7378 or (801) 772-0900 www.asphaltzipper.com

Form modified 1/6/2005

## TERMS AND CONDITIONS

1. **Delivery.** Delivery of the Goods to Purchaser shall take place when physical possession of the Goods is given to Purchaser or to a carrier for shipment to Purchaser, whichever occurs first. Title and risk of loss shall pass to Purchaser upon delivery. Purchaser authorizes Seller to deliver the Goods as they become available for delivery unless otherwise noted above.

2. **Inspection; Notification.** Purchaser must inspect the Goods, at its sole expense, and notify Seller of any claimed defect within TEN (10) days after receipt of such Goods, or it shall be deemed to have accepted the Goods. Any claim for shortages, delays or damages occurring after delivery to a carrier shall be made directly to the carrier and Seller shall have no liability with respect to any such alleged shortages, delays or damages.

### 3. LIMITED WARRANTY AND DISCLAIMER OF ADDITIONAL WARRANTY

The Goods are sold subject to such warranties as are made in writing by the manufacturer. THE FOREGOING WARRANTY WITH RESPECT TO THE GOODS IS IN LIEU OF AND SELLER SPECIFICALLY DISCLAIMS, ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR USAGE OF TRADE UNLESS OTHERWISE NOTED.

4. **LIMITATION OF LIABILITY; EXCLUSION OF CONSEQUENTIAL DAMAGES.** SELLER'S TOTAL LIABILITY FOR ALL CLAIMS OF ANY KIND, INCLUDING WITHOUT LIMITATION BREACH OF WARRANTY OR OTHER BREACH OF CONTRACT, NEGLIGENCE AND STRICT LIABILITY IN TORT, FOR LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH OR RESULTING FROM GOODS SOLD BY SELLER, OR THE PURCHASE, USE OR PERFORMANCE OF THE GOODS SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID FOR SUCH GOODS. IN ADDITION, IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER OR THIRD PARTIES FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATIONS LOSS OR PROFITS OR REVENUE, LOSS OF USE OF THE GOODS, COST OF CAPITAL OR CLAIMS BY PURCHASER, PURCHASER'S CUSTOMERS OR OTHER THIRD PARTIES FOR DAMAGES RESULTING FROM PROPERTY DAMAGES OR PERSONAL INJURY. No liability whatever shall attach to Seller if Seller has not received complete payment for Goods. The failure of any of the Goods purchased by Purchaser to fulfill any applicable warranty shall not affect the liability of Purchaser to Seller with respect to any such Goods or obligation of Purchaser to Seller. Seller shall make reasonable efforts to assist Purchaser in obtaining proper adjustments under any manufacturer's warranty.

5. **Waiver.** The failure of Seller to insist upon performance of any provision in this contract shall not be construed as waiving the provision and it shall remain in effect.

6. **Notices.** All notices required or permitted in this Agreement shall be in writing and sent by certified U.S. Mail, postage prepaid, to Seller or Purchaser at the address stated on the reverse side or to the address as either party may from time to time advise in writing.

7. **Entire Agreement.** The express terms of this Agreement, including all documents incorporated by reference, if any, constitute the final and entire statement of agreement between Purchaser and Seller, and no previous representation, expression or agreement, either in writing or oral, shall vary the terms of this Agreement. The express terms of this Agreement shall not be supplemented or contradicted by course of dealing, usage of trade or course of performance under this or any other agreement.

8. **Modification.** No modification or amendment of this Agreement shall be effective unless written on this Agreement and initialized by Seller's authorized representative or contained in a separate writing signed by Purchaser and Seller. Other statements or actions by sales people or others shall not be valid unless and until so written and accepted as required.

9. **Attorney's Fees.** In any action or suit arising out of this Agreement, the losing party shall pay to the prevailing party reasonable attorney's fees and all other costs and expenses.

10. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Utah.

Purchaser has read, understands, and agrees to the terms of this Agreement and is authorized to execute this Agreement.



# Asphalt Zipper

THE WORLD LEADER IN PORTABLE RECLAMATION

April 22, 2011

Subject: Sole Source Justification for the Purchase of an Asphalt Zipper bucket mounted portable asphalt pulverizing / reclamation / recycling / trenching machine.

To Whom It May Concern:

Asphalt Zipper, Inc. ("AZI") is the sole manufacturer of the Asphalt Zipper bucket-mounted portable asphalt pulverizing / reclamation / recycling / trenching line of attachment machines. These machines attach to the bucket of a loader, backhoe or skid steer. Asphalt Zipper machines are very portable (each is transported on its own custom trailer) and powerful (each is powered by an independent turbo diesel engine) and feature a patented hydraulic bucket clamping system.

The proprietary designs, features and manufacture of all Asphalt Zipper bucket mounted attachments are protected by United States Patents #7036252, #7066555 and #7144087 with other U.S. and Canadian patents pending.

There are other companies that manufacture asphalt pulverizing or grinding machines that are either self propelled or attach to host equipment in methods other than a bucket mounted or bucket clamping system.

Asphalt Zipper, Inc. has been manufacturing self-powered attachment machines since 1994 and has sold over 2,000 machines in North America. In the United States, Asphalt Zipper, attachment machines are sold factory direct to each customer through an Asphalt Zipper, Inc. factory based sales professional or an exclusive independent factory sales representative. In other countries, Asphalt Zipper attachment machines are sold through exclusive independent partner representatives or dealers for each country, province or state entity.

The vast majority of Asphalt Zipper customers report complete satisfaction with the capability and affordability of owning and operating their Asphalt Zipper attachment machines. We would be pleased to provide additional information as needed.

Respectfully,

Douglas M. Angus  
General Manager & CFO



public works

Memorandum

To: The Mayor and Board of Alderman

From: Mike McCollum, Public Works Director

Date: September 28, 2011

Re: Bancorp South Financing Proposal

We request that the Mayor and Board of Alderman approve the attached proposal in order to finance \$80,000.00 to purchase the Asphalt Zipper machine. We also request that the Board authorize the Mayor to sign the loan agreement for the purchase.

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

mailing address: p.o. box 217 • ridgeland, ms 39158  
street address: 304 highway 51 • ridgeland, ms 39157  
ph: 601.853.2027 • fax: 601.853.2019 • www.ridgelandms.org

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

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



9/22/2011

Sent via email to: [mike.mccollum@ridgelandms.org](mailto:mike.mccollum@ridgelandms.org)

City of Ridgeland  
Ridgeland, MS

It is a pleasure to submit for your consideration the following proposal to provide lease-purchase financing based on the terms and conditions set forth below:

1. Lessor: BancorpSouth Equipment Finance, a division of BancorpSouth Bank
2. Lessee: City of Ridgeland
3. Equipment Description: Asphalt Zipper 360
4. Equipment Cost: \$80,000.00
5. Lease Term: 5 Years
6. Lease Payments: (These are approximate payment amounts. The actual payment will be determined at funding date.)  
**5 Annual Payments of \$17,683.33**  
**Payments in Arrears**
7. Lease Rate: **3.29%**
8. Funding Date: This proposal is contingent upon the equipment being delivered and the lease funded prior to 12/31/11. If the equipment is not delivered and the lease funded prior to 12/31/11, this proposal is null and void. Any extension of the funding date must be in writing.
9. Purchase Option: Title is passed to Lessee at lease expiration for no further consideration.

10. Non-appropriation/Termination: The lease provides that Lessee is to make reasonable efforts to obtain funds to satisfy the obligation in each fiscal year. However, the lease may be

terminated without penalty in the event of non-appropriation. In such event, the Lessee agrees to provide an attorney's opinion confirming the events of non-appropriation and Lessee's exercise of diligence to obtain funds.

11. Bank Qualification: This lease-purchase financing shall be designated as a bank qualified tax-exempt transaction as per the 1986 Federal Tax Bill. **This means that the Lessee's governing body will pass a resolution stating that it does not anticipate issuing more than \$10 million in General Obligation debt or other debt falling under the Tax Bill's definition of qualifying debt during the calendar year that the lease is funded.**

12. Tax Status: This proposal is subject to the Lessee being qualified as a governmental entity or "political subdivision" within the meaning of Section 103(a) of the Internal Revenue Code of 1954 as amended, within the meaning of said Section. Lessee agrees to cooperate with Lessor in providing evidence as deemed necessary or desirable by Lessor to substantiate such tax status.

13. Net Lease: This will be a net lease transaction whereby maintenance, insurance, taxes (if applicable), compliance with laws and similar expenses shall be borne by Lessee.

14. Financial Statements: Complete and current financial statements must be submitted to Lessor for review and approval of Lessee creditworthiness.

15. Lease Documentation: This equipment lease-purchase package is subject to the mutual acceptance of lease-purchase documentation within a reasonable time period, otherwise payments will be subject to market change.

If the foregoing is acceptable, please so indicate by signing this letter in the space provided below and returning it to BancorpSouth Equipment Finance. **The proposal is subject to approval by BancorpSouth Equipment Finance's Credit Committee and to mutually acceptable terms, conditions and documentation.**

This proposal expires as of the close of business on 10/31/11. Extensions must be approved by the undersigned.

Any concerns or questions should be directed to Bob Lee at 1-800-222-1610.

  
Bob Lee  
Vice President

**ACKNOWLEDGMENT AND ACCEPTANCE**

By: \_\_\_\_\_  
Title

Date: \_\_\_\_\_

City of Ridgeland  
Go-Zone  
( Water Project )

CDBG REQUISITION FORM

REQUISITION NUMBER: 24

PROJECT NUMBER: R-110-316-01-GZ

DATE: Oct 4, 2011

BANK ACCOUNT NO: \_\_\_\_\_

PAYABLE TO:	AMOUNT:
Blurton, Banks & Associates (ELIGIBLE)	\$121,154.04 (CITY)

APPROVED:

BY: \_\_\_\_\_  
Mayor

Waggoner Engineering, Inc.  
143-A LeFleurs Square  
Jackson, MS 39211-5525

P.O. Box 12227  
Jackson, MS 39236-2227

601-355-9526 Voice  
800-661-3733 Toll-Free  
601-352-3945 Fax

www.waggonereng.com



September 27, 2011

Woody Sample  
Sample & Associates, Inc.  
P.O. Box 320278  
Flowood, MS 39232

RE: City of Ridgeland, Mississippi  
Western Water System Improvements  
Phase II Water Connector Lines  
CDBG Project No. R-110-316-01-GZ  
WEI #W09-042

Dear Mr. Sample:

Enclosed, for your review and approval, are two copies of Contractor Pay Request No. 3 for the referenced project. The estimate for the work period August 1, 2011 to August 31, 2011 in the amount of \$121,154.04 has been verified and is ready for further processing.

Please contact us if you have any questions or require further information. Thank you.

Sincerely,

Charles T. King, P.E.  
Water/Wastewater Director

CTK/reg

Attachments

c: Honorable Gene F. McGee, Mayor, City of Ridgeland  
Mike McCollum, Director, Ridgeland Public Works  
David Williams, P.E., Ridgeland Public Works  
Joe B. Blurton, President, Blurton, Banks & Associates, Inc.

PAYMENT REQUEST No. 3  
WORK PERIOD: August 1, 2011 to August 31, 2011

City of Ridgeland, Mississippi  
Western Water System Improvements  
Phase II - Water Connector Lines  
CDBG #R-110-316-01-GZ / WEI #09-042

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ANALYSIS OF ADJUSTED CONTRACT AMOUNT TO DATE

Original Contract Amount.....	\$ 969,063.80
PLUS: Additions.....	\$ 0.00
LESS: Deductions.....	\$ 0.00
Adjusted Contract Amount To Date.....	\$ 969,063.80

ANALYSIS OF WORKED PERFORMED TO DATE

Total cost of work performed to date.....	\$ 426,138.85
ADD: Materials stored at close of this period.....	\$ 21,964.65
Subtotal.....	\$ 448,103.50
LESS: Amount Retained ( 5.0% ) .....	\$ 22,405.18
Subtotal.....	\$ 425,698.33
LESS: Amount of Previous Payments.....	\$ 304,544.29
<b>AMOUNT DUE THIS PAYMENT.....</b>	<b>\$ 121,154.04</b>

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CERTIFICATION OF CONTRACTOR

According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this Periodic Estimate for Partial Payment are correct; that all work has been performed and/or materials supplied in full accordance with the requirements of the referenced Contract, and/or duly authorized deviations, substitutions, alterations, and/or additions; that the foregoing is a true and correct statement of the contract account up to and including the last day of the period covered by this Periodic Estimate; that not part of the "Amount Due This Payment" has been received, and that the undersigned and his subcontractors have complied with all the labor provisions of said contract.

Blurton Banks & Associates, Inc.

  
By: Joe B. Blurton

Title: President

Date: 9-27-11

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CERTIFICATION OF ENGINEER

I certify that I have checked and verified the above and foregoing Periodic Estimate for Partial Payment: that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material supplied by the contractor; that all work and/or material included in this Periodic Estimate has been periodically monitored by me and/or by my duly authorized representative or assistants and that it has been performed and/or supplied in substantial accordance with requirements of the referenced contract; and that the partial payment claimed and requested by the Contractor is correctly computed on the basis of work performed and/or materials supplied to date.

Waggoner Engineering, Inc.

  
By: Charles T. King, P.E.

Title: Project Manager

Date: 9-27-11

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PAYMENT REQUEST No. 3  
 WORK PERIOD: August 1, 2011 to August 31, 2011

City of Ridgeland, Mississippi  
 Western Water System Improvements  
 Phase II - Water Connector Lines  
 CDBG #R-110-316-01-GZ / WEI #09-042

Blurton Banks & Associates, Inc.  
 P.O. Box 12448  
 Jackson, MS 39236

ITEM NO.	ITEM DESCRIPTION	ITEM UNIT	UNIT PRICE	CONTRACT QUANTITY	CONTRACT AMOUNT	PREVIOUS QUANTITY	PREVIOUS AMOUNT	THIS PERIOD QUANTITY	THIS PERIOD AMOUNT	TO DATE QUANTITY	TO DATE AMOUNT	PERCENT COMPLETE	OV/URUN QUANTITY	OV/URUN AMOUNT
1	MOBILIZATION-DEMOBILIZATION	LS	48,000.00	1	48,000.00	0.4	19,200.00	0.2	9,600.00	0.6	28,800.00	60.0%	-0.4	-19,200.00
2	MAINTENANCE OF TRAFFIC	LS	10,000.00	1	10,000.00	0	0.00	0	0.00	0	0.00	0.0%	-1	-10,000.00
3	CLEARING AND GRUBBING	AC	4,500.00	5.8	26,100.00	1.4	6,300.00	0.64	2,880.00	2.04	9,180.00	35.2%	-3.76	-16,920.00
4	SAW-CUT ASPHALT REMOVAL	LF	2.00	3800	7,600.00	1864	3,728.00	0	0.00	1864	3,728.00	49.1%	-1936	-3,872.00
5	SELECT BEDDING, PM	CY	2.00	350	700.00	7	14.00	0	0.00	7	14.00	2.0%	-343	-686.00
6	SELECT BACKFILL, PM	CY	9.00	1500	13,500.00	13	117.00	0	0.00	13	117.00	0.0%	-1487	-13,383.00
7	LIMESTONE BASE COURSE, PM	CY	37.00	450	16,650.00	0	0.00	0	0.00	0	0.00	0.0%	-450	-16,650.00
8	GRAVEL DRIVE REPAIR	SY	8.00	210	1,680.00	19.5	156.00	19	152.00	38.5	308.00	18.3%	-171.5	-1,372.00
9	ASPHALT PAVEMENT REPAIR	TON	77.00	570	43,890.00	0	0.00	0	0.00	0	0.00	0.0%	-570	-43,890.00
10	SEEDING, FERTILIZING, AND MULCHING	AC	1,000.00	5.8	5,800.00	0	0.00	0	0.00	0	0.00	0.0%	-5.8	-5,800.00
11	TEMPORARY SILT FENCE	LF	0.25	35000	8,750.00	0	0.00	0	0.00	0	0.00	0.0%	-35000	-8,750.00
12	TEMPORARY EROSION CHECKS	BALE	3.00	400	1,200.00	0	0.00	0	0.00	0	0.00	0.0%	-400	-1,200.00
13	12" C900 PVC WATER MAIN	LF	20.75	17300	358,975.00	7257	150,582.75	4198	87,108.50	11455	237,691.25	66.2%	-5845	-121,283.75
14	8" C900 PVC WATER MAIN	LF	12.00	90	1,080.00	0	0.00	20	240.00	20	240.00	22.2%	-70	-840.00
15	6" C900 PVC FIRE HYDRANT LEGS	LF	10.00	480	4,800.00	30	300.00	0	0.00	30	300.00	6.3%	-450	-4,500.00
16	22" STEEL CASING, BORED	LF	143.00	110	15,730.00	40	5,720.00	35	5,005.00	75	10,725.00	68.2%	-35	-5,005.00
17	18" STEEL CASING, BORED	LF	120.00	65	7,800.00	0	0.00	0	0.00	0	0.00	0.0%	-65	-7,800.00
18	14" STEEL CASING, BORED	LF	81.00	30	2,430.00	30	2,430.00	0	0.00	30	2,430.00	100.0%	0	0.00
19	14" SDR 11 HDPE PRESSURE PIPE DIRECTIONAL BORE	LF	85.00	220	18,700.00	0	0.00	300	25,500.00	300	25,500.00	136.4%	80	6,800.00
20	12" WATER MAIN STREAM CROSSING	LF	100.00	35	3,500.00	0	0.00	0	0.00	0	0.00	0.0%	-35	-3,500.00
21	12" WATER MAIN UNENCASED BORE	LF	63.00	470	29,610.00	137	8,631.00	80	5,040.00	217	13,671.00	46.2%	-253	-15,939.00
22	3/4" SERVICE LINE UNENCASED BORE	LF	15.00	780	11,700.00	0	0.00	0	0.00	0	0.00	0.0%	-780	-11,700.00
23	12" GATE VALVES AND BOX	EA	1,320.00	23	30,360.00	6	7,920.00	5	6,600.00	11	14,520.00	47.8%	-12	-15,840.00
24	8" GATE VALVES AND BOX	EA	800.00	5	4,000.00	1	800.00	2	1,600.00	3	2,400.00	60.0%	-2	-1,600.00
25	6" GATE VALVES AND BOX	EA	700.00	1	700.00	0	0.00	0	0.00	0	0.00	0.0%	-1	-700.00
26	CONNECTION TO EXISTING 12" WATER MAIN	EA	1,000.00	2	2,000.00	1	1,000.00	0	0.00	1	1,000.00	50.0%	-1	-1,000.00
27	CONNECTION TO EXISTING 6" WATER MAIN	EA	1,300.00	1	1,300.00	0	0.00	0	0.00	0	0.00	0.0%	-1	-1,300.00
28	CONNECTION TO EXISTING 3" WATER MAIN	EA	1,500.00	1	1,500.00	0	0.00	0	0.00	0	0.00	0.0%	-1	-1,500.00
29	CONNECTION TO EXISTING 2" WATER MAIN	EA	500.00	1	500.00	0	0.00	0	0.00	0	0.00	0.0%	-1	-500.00
30	3-WAY FIRE HYDRANT ASSEMBLY W/ 6" VALVE, 3'-6" BURY	EA	2,050.00	35	71,750.00	14	28,700.00	7	14,350.00	21	43,050.00	60.0%	-14	-28,700.00
31	12" FIRE HYDRANT EXTENSION	EA	350.00	5	1,750.00	0	0.00	0	0.00	0	0.00	0.0%	-5	-1,750.00
32	18" FIRE HYDRANT EXTENSION	EA	375.00	5	1,875.00	0	0.00	0	0.00	0	0.00	0.0%	-5	-1,875.00
33	24" FIRE HYDRANT EXTENSION	EA	400.00	3	1,200.00	0	0.00	0	0.00	0	0.00	0.0%	-3	-1,200.00
34	3/4" HDPE SERVICE LINE	LF	4.10	8000	32,800.00	0	0.00	1209	4,956.90	1209	4,956.90	15.1%	-6791	-27,843.10
35	3/4" SERVICE ASSEMBLY RECONNECTION	EA	285.00	43	12,255.00	0	0.00	0	0.00	0	0.00	0.0%	-43	-12,255.00
36	3/4" SERVICE ASSEMBLY RELOCATION	EA	250.00	31	7,750.00	0	0.00	0	0.00	0	0.00	0.0%	-31	-7,750.00
37	12" IN LINE RESTRAINED JOINT FITTINGS	EA	100.00	40	4,000.00	2	200.00	14	1,400.00	16	1,600.00	40.0%	-24	-2,400.00
38	8" IN LINE RESTRAINED JOINT FITTINGS	EA	60.00	4	240.00	0	0.00	0	0.00	0	0.00	0.0%	-4	-240.00
39	DUCTILE IRON FITTINGS	LB	3.90	24542	95,713.80	3694	14,406.60	2949	11,501.10	6643	25,907.70	27.1%	-17899	-69,806.10
40	TRACER WIRE TERMINALS	EA	50.00	35	1,750.00	0	0.00	0	0.00	0	0.00	0.0%	-35	-1,750.00
41	MARKER POSTS	EA	25.00	17	425.00	0	0.00	0	0.00	0	0.00	0.0%	-17	-425.00
42	GATE VALVE ACTUATOR ASSEMBLY WITH ELECTRICAL CONTROLS & POWER SUPPLY	EA	29,500.00	2	59,000.00	0	0.00	0	0.00	0	0.00	0.0%	-2	-59,000.00
<b>TOTAL</b>					<b>\$ 969,063.80</b>		<b>\$ 250,205.35</b>		<b>\$ 175,933.50</b>		<b>\$ 426,138.85</b>	<b>43.97%</b>		<b>\$ (542,924.95)</b>







public works

Memorandum

To: The Mayor and Board of Alderman  
From: Mike McCollum, Public Works Director  
Date: September 28, 2011

Re: Waggoner Engineers East Madison County Regional Sewer Waste Water Flow and Monitoring Agreement

We request that the Mayor and Board of Alderman approve and authorize the Mayor to sign the attached letter agreement with Waggoner Engineers. This agreement provides for engineering and construction phase services for the flow monitoring and installation of metering stations along the East Madison County Regional Sewer Interceptor. The purpose for this work is to better determine pro rata share flow between its members and to document flow reductions resulting from best management practices. This contract will also require a budget amendment in the amount of \$28,125.00 to pay for the cost of the agreement.

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

mailing address: p.o. box 217 • ridgeland, ms 39158  
street address: 304 highway 51 • ridgeland, ms 39157  
ph: 601.853.2027 • fax: 601.853.2019 • www.ridgelandms.org

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

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

Waggoner Engineering, Inc.  
143-A LeFleurs Square  
Jackson, MS 39211-5525

P.O. Box 12227  
Jackson, MS 39236-2227

601-355-9526 Voice  
800-661-3733 Toll-Free  
601-352-3945 Fax

www.waggonereng.com



July 20, 2011

City of Ridgeland  
Post Office Box 217  
Ridgeland, Mississippi 39158

ATTN: Mike McCollum  
Public Works Director

**RE: City of Ridgeland, Mississippi  
EMCSDS Wastewater Flow Monitoring  
Letter Agreement**

Dear Mr. McCollum:

In accordance with your request, enclosed for your review and approval is our Professional Services Agreement for the EMCSDS Flow Monitoring Project. This Agreement reflects the scope of engineering services required for: (1) Design Phase Services, (2) Construction Phase Services, and (3) Additional Services as required for the project. A detailed description of the project is enclosed as Exhibit "A". Additional Services are described in Exhibit "B".

We propose to provide the Design Phase Services for a Lump Sum fee. Construction Phase Services and/or Additional Services for the project will be provided on an hourly rate basis in accordance with the rates shown in Exhibit "C". References to the OWNER or CITY in these exhibits apply to the City of Ridgeland.

The anticipated costs for engineering services are as follows:

<b>Engineering Design</b>	<b>Lump Sum</b>	<b>\$ 15,625</b>
<b>Construction Phase Services</b>	<b>Hourly (Est.)</b>	<b>\$ 12,500</b>
<b>Additional Services</b>	<b>Hourly</b>	<b>\$ TBD</b>
<b>TOTAL</b>		<b>\$ 28,125</b>

TBD – To be determined when services are required.

We will notify the City of Ridgeland in advance of any and all project requirements that may necessitate an increase in the above estimates and receive approval prior to incurring additional costs.

City of Ridgeland / EMCSDS Wastewater Flow Monitoring  
July 20, 2011  
Page 2

If the terms of this Letter Agreement are acceptable to the City of Ridgeland, please have the agreement executed by the Mayor as indicated below and return one copy for our records.

We appreciate the opportunity to present this proposal and provide our services for continued progress in the City of Ridgeland.

Sincerely,



Charles T. King, P.E.  
Director of Water and Wastewater Engineering

/dh

Enclosures

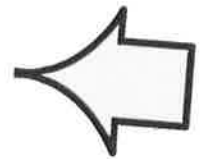
WAGGONER ENGINEERING, INC.



James L. Hust III, P.E., President

ACCEPTED: \_\_\_\_\_  
Gene F. McGee, Mayor  
City of Ridgeland

DATE: \_\_\_\_\_



**DATE**

**Project Description**

**Project Objectives and Need**

The objective of this project is to provide recommendations of the locations and equipment for cumulative wastewater flow monitoring in the East Madison County Sewage Disposal System (EMCSDS).

**Project Description**

The City of Ridgeland is the operator of the EMCSDS system. The system consists of approximately 48,000 LF of sewer lines ranging in size from 15-inch to 36-inch diameter, which collects and transports wastewater from the City of Ridgeland as well as the City of Madison and the Pearl River Valley Water Supply District. The system includes 13 metering stations upstream of the City of Jackson’s Country Club Metering Point and in order to determine the total contribution of wastewater from each member, each station must be analyzed and aggregately compiled. This project is intended to simplify the accounting procedure and make the results more accurate through the installation of new flow meters at the discharge point of each member. A schematic diagram of the EMCSDS is shown in Exhibit 1.

**Geographic Location**

The general coordinates for the City of Ridgeland are 32° 25’ 08” North and 90° 07’ 30” West. Ridgeland lies between the communities of Madison to the north and Jackson to the south and is adjacent to the Ross Barnett Reservoir.

**Environmental**

The environmental concerns related to this project will be minimized due to the nature of the project. There will be no activities in previously undisturbed areas because all activity will be in existing sewer lines.

**Engineers Scope of Work**

The Engineer shall evaluate the EMCSDS and recommend locations for the flow monitors. The Engineer shall also develop specifications for the equipment, SCADA, and installation including the first year of operation, maintenance, data analysis and training. During the construction phase the Engineer shall observe the equipment installation, review SCADA operation and shall review data acquisition and analysis to provide the City the information necessary for future analysis.

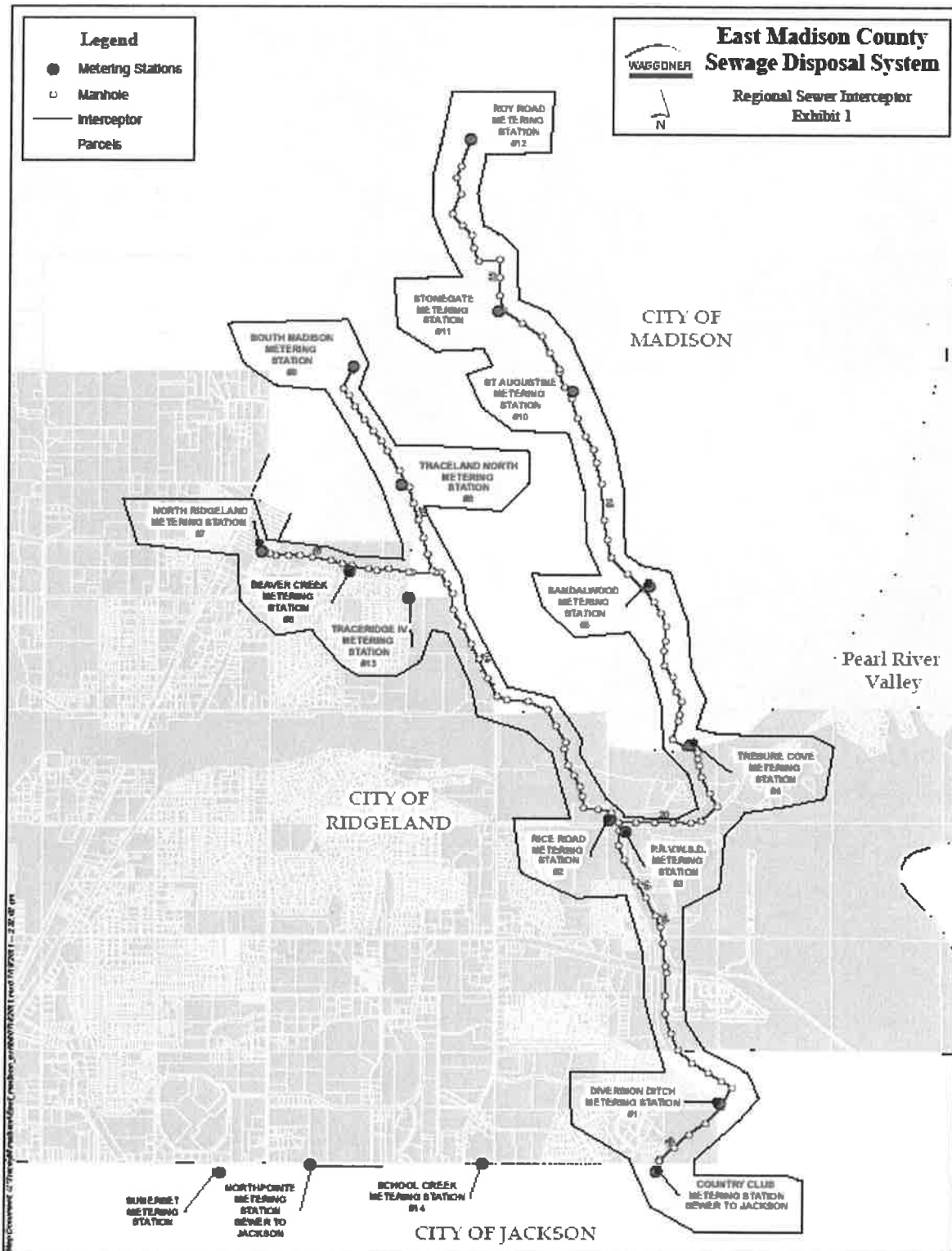
**Project Schedule**

City of Ridgeland, Mississippi EMCSDS Wastewater Flow Monitoring 2011 Project Schedule									
	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
Design Phase Engineering									
Construction									
Project Close-out									

**Project Budget**

The estimated overall costs of the project include the purchase and installation of 4 units, SCADA, and one year of full service, maintenance and data analysis support.

Equipment and Installation (4 units)	\$ 100,000
Engineering	\$ 25,000
<b>Total Opinion of Cost</b>	<b>\$ 125,000</b>



## **Additional Services**

Upon written notification and acceptance by OWNER, ENGINEER will provide, or obtain from other qualified persons or firms, additional services which are not included as part of the basic services specified in Exhibit "A". These services may include, but not be limited to, the following:

- 4.1            Construction Survey: Establish horizontal and vertical control as necessary for construction of the Project.
- 4.2            Permits: Assist in managing the project by acting as the direct representative of the OWNER, contacting governmental agencies to obtain permits.
- 4.3            Geotechnical Engineering. After execution of the Agreement, the Geotechnical Engineering Services will be initiated for the tank site and the ENGINEER shall:
  - 4.3.1            Conduct a field investigation; recover samples of the soil conditions on site.
  - 4.3.2            Soil samples will be examined and classified in the field according to the Unified Soil Classification System.
  - 4.3.3            Perform standard penetration tests blow counts at each boring location.
  - 4.3.4            Perform laboratory analysis to evaluate the physical properties of the soils.
  - 4.3.5            After analysis of the soil boring and laboratory data, provide recommendations for subgrade preparation, earthwork construction, and subgrade design strength parameters to be utilized for the pavement design.
  - 4.3.6            Prepare a report of all findings, analyses, conclusions and recommendations.
- 4.4            Environmental Services. (Phase I Environmental Assessment) ENGINEER shall assist the OWNER in evaluating potential environmental impacts of the Project (Elevated Water Tank and Water Well Site). These services do not include efforts necessary to comply with requirements that are conditions of federal funding that would otherwise not apply to the Project.
  - 4.4.1            Conduct correspondence and/or other necessary contacts and coordination with the appropriate agencies and authorities to review project scope and requirements and to determine required course of action to comply with pertinent environmental regulations.
  - 4.4.2            Conduct vegetative and wildlife surveys, wetlands determinations, and environmental and cultural assessments as necessary.
  - 4.4.3            Assist the OWNER in acquiring the necessary services for more extensive testing and sampling activities, archaeological and cultural resource surveys, wildlife surveys and other field review type services that are outside this scope of services of the ENGINEER.
- 4.5            Other Additional Services. Other services may include, but are not limited to the following:

**Exhibit B**

- 4.5.1 Services resulting from significant changes in the general scope, extent or character of the project or its design including, but not limited to, changes in size, complexity, or character of construction; and revising previously accepted studies, report, design documents or contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond our control.
- 4.5.2 Prepare documents for alternate bids requested by OWNER for Contractor's work which is not executed or documents for out-of-sequence work.
- 4.5.3 Services resulting from the award of more than one prime contract for construction, materials or equipment for the project.
- 4.5.4 Assistance in connection with rebidding or renegotiating contracts for construction which involve modifying the contract documents to revise the project's general scope, extent or character as necessary to reduce or increase the construction cost to bring it within the cost limit.
- 4.5.5 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the project.
- 4.5.6 Services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.
- 4.5.7 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction; (2) a significant amount of defective or neglected work of any contractor or supplier; (3) protracted or extensive assistance in the startup or utilization of any equipment or system; (4) acceleration of the progress schedule involving services beyond normal working hours; and (5) default or bankruptcy of any contractor.
- 4.5.8 Additional services in connection with the project, including services which are to be furnished by OWNER and services not otherwise provided for in basic services as specified in Exhibit "A" of this Agreement.
- 4.5.9 Services related to application or administration to funding, special assessment project consisting of development of assessment allocations, cost allocation studies, public hearings, coordination with legal counsel, preparation of special exhibits, and other related activities.
- 4.5.10 Services related to the transfer of ownership of certain water and sewer utilities from the City of Jackson to the City of Ridgeland. These services may include updating the water and sewer maps to reflect changes noted by the City of Jackson, meeting with the City of Jackson to confirm the existence of the utilities proposed for transfer, and updating the estimated value analysis to reflect costs.



**WAGGONER ENGINEERING, INC.  
BILLING RATES  
FY 2011**

<b>EMPLOYEE CATEGORY</b>	<b>STAFF ID #</b>	<b>RATES</b>		
PRINCIPAL	010	\$	189.00	Per Hour
GROUP MANAGER	020	\$	165.00	Per Hour
SR PROJECT MANAGER	025	\$	142.00	Per Hour
PROJECT MANAGER	030	\$	127.00	Per Hour
SR PROJECT ENGINEER	040	\$	127.00	Per Hour
PROJECT ENGINEER	050	\$	106.00	Per Hour
ENGINEER INTERN	060	\$	94.00	Per Hour
GRADUATE ENGINEER	065	\$	87.00	Per Hour
ECONOMIST	055	\$	80.00	Per Hour
GRANT MANAGER	313	\$	117.00	Per Hour
GRANT SPECIALIST	314	\$	93.00	Per Hour
GIS MANAGER	068	\$	100.00	Per Hour
SENIOR TECHNICIAN	075	\$	90.00	Per Hour
TECHNICIAN II	078	\$	80.00	Per Hour
GIS ANALYST	070	\$	82.00	Per Hour
SCIENTIST	045	\$	90.00	Per Hour
JUNIOR PLANNER	330	\$	80.00	Per Hour
ENGINEER ASSISTANT I	130	\$	50.00	Per Hour
ENGINEER ASSISTANT II	135	\$	65.00	Per Hour
ADMINISTRATIVE I	170	\$	50.00	Per Hour
ADMINISTRATIVE II	175	\$	75.00	Per Hour
MARKETING COORDINATOR	275	\$	103.00	Per Hour
CADD TECHNICIAN I	080	\$	72.00	Per Hour
CADD TECHNICIAN II	085	\$	85.00	Per Hour
CADD TECHNICIAN III	088	\$	100.00	Per Hour
CONSTRUCTION REP I	100	\$	85.00	Per Hour
CONSTRUCTION REP II	090	\$	103.00	Per Hour
SURVEYING MANAGER	105	\$	115.00	Per Hour
PROFESSIONAL LAND SURVEYOR	120	\$	93.00	Per Hour
SURVEY SUPERVISOR	110	\$	90.00	Per Hour
SURVEY TECHNICIAN	73	\$	85.00	Per Hour
SURVEY CREW*				
	Two Man	140	\$	130.00 Per Hour
	Three Man	150	\$	175.00 Per Hour
	Four Man	160	\$	195.00 Per Hour
IT DIRECTOR	210	\$	115.00	Per Hour
SYSTEM ADMINISTRATOR	220	\$	90.00	Per Hour
P C TECHNICIAN	225	\$	50.00	Per Hour
CADD/GIS EQUIPMENT	180	\$	20.00	Per Hour
FOUR WHEELER		\$	30.00	Per Day
IRS CURRENT STANDARD MILEAGE RATE			Actual	

**WAGGONER ENGINEERING, INC.  
BILLING RATES  
FY 2011**

<b>REIMBURSABLE EXPENSES</b>		<b>Actual Expense + 10%</b>		
<b>PHOTOCOPIES</b>				
<b>Copiers</b>				
<b>Black &amp; White</b>	Letter & Legal	\$	0.15	Per Copy
	11X17	\$	0.25	Per Copy
	12X18	\$	0.30	Per Copy
<b>Color</b>		\$	1.10	Per Copy
<b>Plotters**</b>				
<b>Black &amp; White</b>	11x17	\$	4.00	Per Copy
	12x18	\$	4.50	Per Copy
	18x24	\$	9.00	Per Copy
	24x36	\$	18.00	Per Copy
<b>Color</b>	11x17	\$	15.60	Per Copy
	12x18	\$	18.00	Per Copy
	18x24	\$	36.00	Per Copy
	24x36	\$	72.00	Per Copy

*\*Survey crew rates include Total Stations with Data Collectors, Survey Vehicle, and Standard Survey Equipment*

*\*\*Oversized or odd sized plots are billed at \$0.25/sq ft for black & white, and \$1.00.sq ft for color.*

***The stated rates are effective from January 1, 2011 through December 31, 2011.  
WEI reserves the right adjust the hourly rates after December 31, 2011.***



public works

Memorandum

To: The Mayor and Board of Alderman

From: Mike McCollum, Public Works Director

Date: September 28, 2011

Re: Neel-Schaffer Supplemental Agreement # 1 Ridgewood Rd/Centre Street Signal

We request that the Mayor and Board of Alderman approve and authorize the Mayor to sign the attached Supplemental Agreement. This is to make an administrative change to the pay item for the signal pole number and represents no change in the cost of the project.

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

mailing address: p.o. box 217 • ridgeland, ms 39158  
street address: 304 highway 51 • ridgeland, ms 39157  
ph: 601.853.2027 • fax: 601.853.2019 • www.ridgelandms.org

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

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

September 14, 2011  
N-S Project No. 6403.004

David Williams, P.E.  
City of Ridgeland  
P.O. Box 217  
Ridgeland, MS 39157

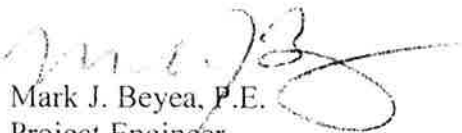
REFERENCE: SUPPLEMENTAL AGREEMENT NO. 1- STP-7278-00(002)/104980 -  
RIDGEWOOD ROAD & CENTRE STREET INTERSECTION  
IMPROVEMENTS

Dear David:

Enclosed are three counterparts of a Supplemental Agreement required to change pay item number 907-639-A074, Traffic Equipment Signal Equipment Pole, Type IV, 30' Shaft 40' Arm, to comply with MDOT's pay item list. This pay item number should be 907-639-A021, Traffic Equipment Signal Equipment Pole, Type IV, 30' Shaft 40' Arm. This Supplemental Agreement is to make the administrative change to the pay item numbers only. No other change in the Contract is required. Please review and sign all three counterparts where indicated and return them to me. If this agreement must be approved by the Board of Aldermen, please advise me when it will be presented to them so that I may attend the work session. This Supplemental Agreement requires the Mayor's signature.

Should you have any questions, please call me or Sidney Kelly at 601-898-8118.

NEEL-SCHAFFER, INC.

  
Mark J. Beyea, P.E.  
Project Engineer

Attachment

MJB:bw

**CITY OF RIDGELAND  
RIDGEWOOD ROAD AND CENTRE STREET  
SUPPLEMENTAL AGREEMENT NO. 1**

**WHEREAS, WE, Lewis Electric Inc., Contractors, and Hanover Insurance Company, Surety, entered into a contract with the City of Ridgeland, LPA, on the 24<sup>th</sup> day of March for the construction of Federal Aid Project No. STP-7278-00(002) LPA/104980-701000, in Madison County; and;**

**WHEREAS:**

This project provides a traffic signal installation at the intersection of Ridgewood Road and Centre Street, and;

**WHEREAS:**

The pay item number 907-639-A074, Traffic Equipment Signal Equipment Pole, Type IV, 30' Shaft 40' Arm, was changed on the pay item listing after the project was bid;

**NOW THEREFORE:**

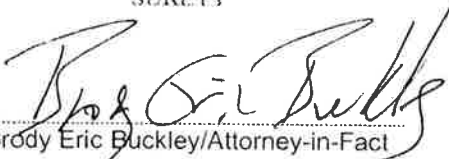
It is agreed by all parties that pay item number 907-639-A074, Traffic Equipment Signal Equipment Pole, Type IV, 30' Shaft 40' Arm, be changed to 907-639-A021, Traffic Equipment Signal Equipment Pole, Type IV, 30' Shaft 40' Arm. This revision shall not change the unit price or contract time:

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

**NOW, THEREFORE, WE, Lewis Electric Inc., Contractors, and Hanover Insurance Company, Surety, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices and agree that this supplemental agreement is hereby made a part of the original contract to be performed under specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.**

Dated, this 31st day of August, 2011

The Hanover Insurance Company  
SURETY

By:   
Brody Eric Buckley/Attorney-in-Fact  
Resident MS Agent/Bottrell Insurance

Lewis Electric, Inc.  
CONTRACTOR

By: 

RECOMMENDED FOR APPROVAL:

  
LPA Professional

MDOT, District 5 Engineer

LPA Official

Mississippi Department of Transportation

Date: \_\_\_\_\_

Approved: \_\_\_\_\_

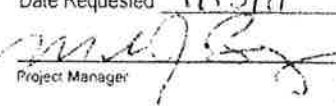
CSD-081-LPA  
 Revised: 1/15/2009  
 QUANTITY ADJUSTMENT

1. QUANTITY ADJUSTMENT NO. 1      2. PROJECT NO. STP-7278-00(002) LPA/104980-701000  
 3. DATE 08/25/2011      4. LPA City of Ridgeland  
 5. The following changes on the above project, with stations, quantities and items involved, are recommended for the reasons stated in detail:

Station	Pay Item	Original Quantity	Revised Quantity	Adjusted Quantity	Unit	Unit Price	Extension
1	19+60 907-639-A074 Traffic Signal Equipment Pole, Type IV, 30' Shaft 40' Arm	1	0	0	EA	17,930	17,930
Reason: Administrative pay item change.							
2	19+60 907-639-A021 Traffic Signal Equipment Pole, Type IV, 30' Shaft 40' Arm	0	1	0	EA	17,930	17,930
3							
4							
5							

6.	Original Cost Estimate for Project: Dated <u>8/24/2011</u>	\$	<u>168,436.00</u>
7.	Changes by Previous Quantity Adjustment(s) <u>None</u>	\$	<u>0.00</u>
8.	Changes This Quantity Adjustment <u>QA1</u>	\$	<u>0.00</u>
9.	a. Original Construction Engineering and Contingencies	\$	<u>168,436.00</u>
	b. Less - Total of All Quantity Adjustments to Date	\$	<u>0</u>
	c. Less - Construction Engineering Expenses to Date	\$	<u>0</u>
	d. Equals - Remaining Const. Eng and Contingencies	\$	<u>168,436.00</u>
10.	Revised Total Estimated Cost of Project	\$	<u>168,436.00</u>

Note: If block 9d is less than 0.00, the Revised Estimated Cost (block 10) must be greater than the Original Estimate.

APPROVAL  
 Date Requested 9/13/11  
  
 Project Manager  
 Date Approved \_\_\_\_\_  
 \_\_\_\_\_  
 LPA Official



THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY  
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

JASON J. YOUNG, JERRY EUGENE HORNER, JR., JIM A. ARMSTRONG, JERRY G. VEAZEY, JR., S. LYLE BATES, JR., ROBERT L. ELLIOTT, THOMAS BRENT TYLER, PEGGY L. JACKSON, TRINA COBB, LINDA D. WHITTINGTON, BRODY ERIC BUCKLEY and/or KATIE L. ACY

of Jackson, MS and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:  
**Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance**

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Assistant Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by a Vice President and an Assistant Vice President, this 12th day of July, 2010.



THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

*Mary Jeanne Anderson*  
Mary Jeanne Anderson, Vice President  
*Robert K. Giovanni*  
Robert K. Giovanni, Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss

On this 12th day of July, 2010 before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



*Barbara A. Garlick*  
Notary Public

My commission expires on November 3, 2011

I, the undersigned Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Assistant Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 31st day of August, 2011.

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA


*Stephen L. Brunil*  
Stephen L. Brunil, Assistant Vice President





public works

TO: Mayor and Board of Aldermen

FROM: John M. McCollum, Public Works Director 

DATE: September 28, 2011

SUBJECT: Request Authority to Advertise for Front End Loader, FY 2012 Budget

We would like to request authority to advertise for a frontend loader included in the FY2012 budget for the Public Works Department. This loader will be used with the asphalt zipper that we are proposing to buy, which will save the city money on street overlaying.

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: Gerald Steen - at - large • Ken Heard, cmo - ward 1 • Chuck Gautier - ward 2 • Kevin Holder - ward 3  
Brian P. Ramsey - ward 4 • Scott Jones, mayor pro tempore - ward 5 • Wesley Hamlin - ward 6

## Minimum Wheel Loader Specifications

Wheel Loader shall be new and current production model with purchase option at end of 36 month lease. Wheel Loader shall have front and rear drive axles, Shuttle shift transmission, enclosed cab with heat and air conditioning. Loader bucket shall be standard style with bolt on cutting edge. Wheel Loader shall have 2 year / 24 month total machine warranty from delivery date ; with exception to wiper blades, tires, cutting edges, and filters. Warranty shall cover parts, labor, mileage, and if necessary pick up and delivery of machine. Machine down time to be adjusted to monthly lease rate. Shop service manual and parts book to be supplied with machine.

Engine	Diesel, four cylinder, water cooled, turbocharged, 274 CID., 128 net hp., Tier 111 emissions, with dry air filter and restriction indicator.
Transmission	Torque Converter, F/N/R Shuttle, 4 Forward/3 Reverse Gears.
Drive Axles	Front & Rear, Rear limited slip.
Brakes	Wet Disc/Hydraulic and Parking Brake.
Steering	Hydraulic, Articulation 40 degree Left & Right from center.
Static load	16,000 lb. tip @ 40 degree turn
Operator Station	Cab with heat and air conditioning, rearview mirrors, front & rear work lights.
Loader	Ride Control, Auxiliary Hydraulics, Std pin style. 2.5 yd. bucket with bolt on cutting edge, Loader linkage Z-Bar designee.
Vandalism	Lockable engine housing, fuel tank, hydraulic tank, cab. Protection
Counter Weight	Std. and additional.



public works

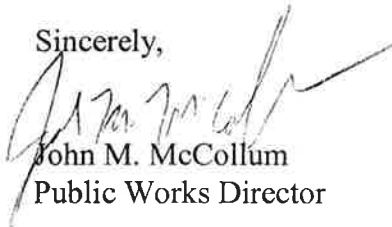
September 20, 2011

Mayor and Board of Aldermen:

It has come to our attention that a mistake was made on the bid tabulation for Stone Rip-Rap, the bid should have been awarded to White Sands, Inc. for items 1-4 as the lowest and best bid. The alternate bid should have been awarded to Vulcan Materials for items 1-4.

If you have any questions concerning the bid, please feel free to contact us at your convenience.

Sincerely,



John M. McCollum  
Public Works Director

JMM/rb

cc: White Sands Inc.  
Vulcan Materials

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](http://www.ridgelandms.org)

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

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

CITY OF RIDGELAND, MS  
PUBLIC WORKS DEPARTMENT

Project: Annual Bid materials and services  
Bids Received: August 16, 2011, 10:00 a.m  
Project: Stone Rip-Rap

				BIDDER White Sands, Inc. Clinton, MS		BIDDER Vulcan Materials Vicksburg, MS	
ITEM NO.	ITEM DESCRIPTION	PROPOSAL QUANTITY	ITEM UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	100 Pound Stone	100	Tons	\$36.00	\$3,600.00	\$44.00	\$4,400.00
2	200 Pound Stone	100	Tons	\$36.00	\$3,600.00	\$44.00	\$4,400.00
3	Gabion Stone	100	Tons	\$36.00	\$3,600.00	\$44.00	\$4,400.00
4	6/10 Stone	50	Tons	\$33.00	\$1,650.00	\$37.00	\$1,850.00