

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 298-2012

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that contract change order no. 5 from Lane Construction, Inc. for Gautier Streetscape-Phase 2, CDBG Project No. R-109-192-01-KCKto extend contract completion date from November 28, 2012 to January 27, 2013 due to contractor having already obtained materials for construction elements which are unable to be placed at present time due to right-of way concerns is hereby approved.

IT IS FURTHER ORDERED that the City will receive the materials and install them with in-house labor once right-of-way concerns are resolved

IT IS FURTHER ORDERED that the artwork pad and seating area, which were in the original bid and removed by Change Order #2, are being reinserted into the project.

IT IS FURTHER ORDERED that change order request is contingent upon MDA approval.

IT IS FURTHER ORDERED that the Contractor has indicated that this request for additional time will not affect his ability to complete the work on Dolphin Drive and around the roundabout within the next three (3) weeks with the exception of the work being performed on the fountain by Dean Mosher Studio.

IT IS FURTHER ORDERED that the City Manager or Interim City Clerk is authorized to execute any and all documents necessary.

Motion was made by Mayor Fortenberry, seconded by Councilman Gollott and the following vote was recorded:

AYES: Tommy Fortenberry
Hurley Ray Guillotte
Gordon Gollott
Mary Martin
Scott Macfarland
Adam Colledge

NAYS: None

ABSENT: Johnny Jones

MAYOR

ATTEST:

INTERIM CITY CLERK

PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 18, 2012.

CONTRACT CHANGE ORDER NO. 6

OWNER: CITY OF GAUTIER, MISSISSIPPI
 CONTRACTOR: LANE CONSTRUCTION, INC.
 PROJECT NAME: GAUTIER DOWNTOWN STREETScape - PHASE 2
 CONTRACT NUMBER: CDBG PROJECT NO. R-109-192-01-KCR

REASON FOR CHANGE: Contractor has already obtained materials for construction elements which are unable to be placed at present time due to right-of-way concerns. Owner wishes to receive the materials and install them with in-house labor once right-of-way concerns are resolved. Additionally, the concrete artwork pad and seating area, which were in the original bid and removed by CO #2, are being reinserted into the project.

You Are Hereby Requested to Comply with the Following Changes from the Contract Plans, Specifications and Contract Documents: (Use Additional Sheets if Required)

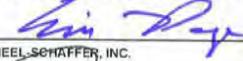
DEDUCTIONS					
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL CONTRACT
907-258-PP	Shelter, Per Plans	1	EA	\$58,616.00	\$ 58,616.00
882-A	Underground Branch Circuit, #2, 4 Conductor	1450	LF	\$ 11.45	\$ 16,602.50
882-F	Secondary Power Controller (New)	1	EA	\$ 8,528.00	\$ 8,528.00
Total Deductions =					\$ (83,746.50)

ADDITIONS					
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL CONTRACT
CO6-A	Shelter Materials	1	EA	\$ 45,202.41	\$ 45,202.41
CO6-B	Secondary Power Controller and 1450 LF Underground Branch Circuit Materials	1	EA	\$ 14,976.86	\$ 14,976.86
907-258-PP	Concrete Artwork Pad, Per Plans	3	EA	\$ 1,906.00	\$ 5,718.00
907-811-A	Brick Pavers (with Concrete Banding/ without Concrete Base)	850	SF	\$ 10.05	\$ 8,542.50
Total Additions =					\$ 74,439.77
TOTAL DEDUCTIONS =					\$ (83,746.50)
TOTAL ADDITIONS =					\$ 74,439.77

NET RESULT = \$ (9,306.73)

ORIGINAL CONTRACT AMOUNT: _____ \$ 4,456,214.80
 TOTAL CONTRACT CHANGES TO DATE: _____ \$ 197,447.03
 CURRENT CONTRACT AMOUNT: _____ \$ 4,653,661.83
 THIS CONTRACT CHANGE: _____ \$ (9,306.73)
 REVISED CONTRACT AMOUNT: _____ \$ 4,644,355.10
 CURRENT CONTRACT COMPLETION DATE: _____ November 28, 2012
 TIME EXTENSION REQUIRED BY CHANGE: _____ 60
 REVISED CONTRACT COMPLETION DATE: _____ January 27, 2013

NOTE: THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.

RECOMMENDED BY:  12/12/12
 NEEL SCHAFFER, INC. ENGINEER DATE
 ACCEPTED BY:  12/12/12
 LANE CONSTRUCTION, INC. CONTRACTOR DATE
 APPROVED BY: _____ DATE
 CITY OF GAUTIER, MISSISSIPPI OWNER

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 299-2012

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to accept State Contract #5-600-21461-12 to purchase a new copier Ricoh MP C6501 in the amount of \$12,880.00 for the City Clerk Department.

IT IS FURTHER ORDERED that the City Manager or Interim City Clerk is authorized to execute any and all documents necessary.

Motion was made by Mayor Fortenberry, seconded by Councilman Gollott and the following vote was recorded:

AYES: Tommy Fortenberry
Hurley Ray Guillotte
Gordon Gollott
Mary Martin
Scott Macfarland
Adam Colledge

NAYS: None

ABSENT: Johnny Jones

MAYOR

ATTEST:

INTERIM CITY CLERK

PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 18, 2012.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Cindy Steen, Purchasing Agent
Through: Cindy Russell, Interim City Clerk
Date: December 11, 2012
Subject: Copier for City Clerk Department

REQUEST:

City Council authorization is requested for the City of Gautier to purchase a new copier Ricoh MP C6501 in the amount of twelve thousand eight hundred eighty eight dollars (\$12,880.00).

BACKGROUND:

This copier was budgeted for 2013 for the Administration Department. The purchase price comes under budget by one thousand five hundred forty five dollars and sixty cents (\$1,545.60). This will be taken out of 001-040-730. The current copier was bought over eight (8) years ago and is no longer able to handle the work load. This copier is currently on state contract # 5-600-21461-12

RECOMMENDATION:

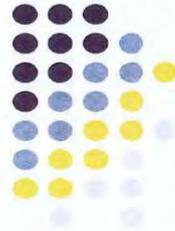
Based on the attached information from RJ Young, City staff recommends that City Council authorize purchase of the Ricoh MP C6501 in the amount of one thousand one hundred seventy eight dollars and forty cents (\$12,880.00).

ATTACHMENT(S):

State Contract Proposal from RJ Young

Recommendation Prepared For City of Gautier

Prepared By:
Chad Lagrone
RJ Young Company



Recommended Solution

- Ricoh MP C6501
- 65 pages per minute black & white
- 60 pages per minute color
- 4 x Paper Drawers
- 100 sheet Bypass Tray
- 150 Sheet Automatic Duplexing Doc Feed
- Network Printing
- Color Network Scanning(Folder or Email)
- Hole Punch
- Booklet Finisher



Recommended Solution (cont'd)



- Service and Maintenance agreement that includes all parts, labor, toner, and mileage; everything but paper.

001-040-780

Placement Options



- Ricoh MP C6501
Purchase Price: \$12,880
- Service and Maintenance for 120,000 black & white and 120,000 color impressions per year @\$7,428.
Black & White overage reconciled annually
@\$.0079, Color @\$.054.
- State Contract #5-600-21461-12

Service Contract on C6000



- Ricoh MP C6000
- Service and Maintenance for 60,000 black and white impressions and 6,000 color impressions per year @\$1,178.40. B & W overage @\$.01104, Color @\$.086.

Budget



• Approved Copier Amount=	\$15,000
• Budgeted Service for Current 6000=	<u>\$8,032</u>
• Total Budgeted=	\$23,032
• Cost of new C6501=	-\$12,880
• New Service Contract C6501-	-\$7,428
• Re-written Contract for 6000=	<u>-\$1,178.40</u>
• Remaining Budget=	\$1,545.60



Support

- Delivery and Installation
- On-site Training
- Both at no charge
- All backed by our “We Make it Right Guarantee”

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 300-2012

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to enter into a maintenance agreement plan with RJ Young Company for maintenance and supplies of the new copier Ricoh MP C6501 for the City Clerk Department in the amount of \$7,428.00.

IT IS FURTHER ORDERED that the City Manager or Interim City Clerk is authorized to execute any and all documents necessary.

Motion was made by Mayor Fortenberry, seconded by Councilman Gollott and the following vote was recorded:

AYES: Tommy Fortenberry
Hurley Ray Guillotte
Gordon Gollott
Mary Martin
Scott Macfarland
Adam Colledge

NAYS: None

ABSENT: Johnny Jones

MAYOR

ATTEST:

INTERIM CITY CLERK

PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 18, 2012.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Cindy Steen, Purchasing Agent
Through: Cindy Russell, Interim City Clerk
Date: December 11, 2012
Subject: Maintenance Agreement for Ricoh Copier for City Clerk Department

REQUEST:

City Council authorization is requested for the City of Gautier to accept the maintenance agreement between the City of Gautier and RJ Young Company for the maintenance and supplies of the new copier Ricoh MP C6501 in the amount of seven thousand four hundred and twenty eight dollars (\$7,428.00).

BACKGROUND:

The cost of the agreement is set per 100,000 copies made in black and white and also 100,000 copies made in color.

The maintenance agreement covers the following:

- Master Unit
- Color Supplies
- Drum/Photo Conductor
- Imaging Units
- Parts/Labor
- Toner/Dispersant
- Developer

RECOMMENDATION:

Based on the attached information from R.J.Young, City staff recommends that City Council authorize purchase of the Maintenance Plan Agreement for the Ricoh MP C6501 in the amount of seven thousand four hundred and twenty eight dollars (\$7,428.00).

FINANCIAL:

The cost of the maintenance agreement is funded with the savings in the budgeted Ricoh MP C6501 copier, and also with the savings from the previous copier maintenance agreement.

ATTACHMENT(S):

RJ Young Maintenance Plan Agreement

Supply Maintenance Plan Agreement				Customer Purchase Order			
<i>Billing Location</i>				<i>Install Location</i>			
Full Customer Name - Include Inc., Corp., LLC etc. City of Gautier				Customer Name City of Gautier			
Street Address 3330 Hwy. 90				Street Address 3330 Hwy. 90			
City Gautier		State MS	Zip+4 39553	City Gautier		State MS	Zip+4 39553
Contact Name Cindy Steen		Phone # 228-497-3518	Fax # 228-497-1012	Key Operator Cindy Steen		Phone # 228-497-3518	Fax # 228-497-1012
Email csteen@gautier-ms.gov				Email csteen@gautier-ms.gov			

Qty.	Manufacturer	Equip. ID	Model	Serial Number	Unit Price	Amount
1	Ricoh		MPC 6501			
Trade-In/Buyout (Items to be picked up)						Total This Page
						Total From Add'l Equipment List
						Sales Tax
						Total
						Tax Exempt <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Attach Exemption Certificate

1) The equipment specified above will be provided at the following rates:

Commencement Date	SMP/Maintenance SMP	Total Minimum Payment	Minimum Billing Frequency	Overage Billing Frequency
		\$7,428.00	Annual	Annual
Monthly Minimum Number of B&W Copies 10000	Overage Rate per B&W Copy 0.007900	Monthly Minimum Number of Color Copies 10000	Overage Rate per Color Copy 0.054000	Agreement Includes <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Master Unit <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Color Supplies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Drum/Photo Conductor <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Imaging Units <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Parts/Labor <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Toner/Dispersant <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Developer <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Other <input type="checkbox"/> New Account Upgrade <input type="checkbox"/> Additional Unit <input type="checkbox"/> MAM <input type="checkbox"/> New Equipment <input type="checkbox"/> Remanufactured Equipment <input type="checkbox"/> Used <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No MICR Toner
Monthly Minimum Number of Square Feet	Overage Rate per Square Foot	Monthly Minimum Number of Linear Feet	Overage Rate per Linear Foot	
Monthly Minimum Number of B&W Prints	Overage Rate per B&W Print	Monthly Minimum Number of Color Prints	Overage Rate per Color Print	
Monthly Minimum Number of Misc	Overage Rate per Misc	Monthly Minimum Number of Misc 2	Overage Rate per Misc 2	

Remarks:
 The above payment includes 120,000 Black & White impressions and 120,000 color impressions per year. B&W Overage @\$0.0079. Color Overage @\$0.054.

<i>Additional terms and conditions on page 2.</i>		Sales Rep: _____ Date: _____
Signature: _____		Sales Manager: _____ Date: _____
Print Name: _____		
Title: _____ Date: _____		



2. The title to any and all products listed on the Sales Order remain with RJ Young Company (RJY) until full payment is received from you. Invoices are payable upon receipt unless prior written approval is received from the RJY corporate offices.
3. Without prior written approval of RJY you may not assign any of your rights or obligations under this Agreement or allow a lien or encumbrance of any kind to be placed upon any products for which you have not received title free and clear.
4. If payment is not paid when due, you will pay us a late charge of up to 15% of the amount of the payment or \$15.00 whichever is greater (or such lesser rate as is maximum rate allowed under applicable law). You also agree to pay \$35.00 for each returned check. Restrictive endorsements or additional terms on checks you send to us will not reduce your obligations to us.
5. If payment is not paid when due, we will have the right to take ONE OR MORE of the following actions, in addition to any and all other remedies that may be available to us under the law: (a) cancel this agreement without prior notice or warning to you; (b) file a law suit against you to collect all past due amounts, plus all our reasonable legal costs, including but not limited to reasonable attorneys' fees, reasonable overhead for employee time spent on preparing for suit or attempting to collect payments and mitigate our damages; (c) repossess the Equipment or apply to a court for an order allowing repossession for any Equipment for which you have not received title free and clear.
6. This Agreement, and other terms and conditions that you have acknowledged receipt of by signing this Sales Order, constitute the entire Agreement.
7. As a convenience to you and to further expedite this transaction for you, you agree that a photocopy, electronic image or facsimile of this Agreement which includes a photocopy, electronic image or facsimile of the signatures of both parties shall be as valid, authentic and legally binding as the original version for all purposes and shall be admissible in court as final and conclusive evidence of this transaction and of the execution of this document.

SMP AND/OR MAINTENANCE AGREEMENT

The following terms and conditions are in addition to the General Terms and Conditions above.

8. Service includes both labor and material for adjustments, repairs and replacement of parts as necessitated by normal equipment usage. Also included are regularly scheduled preventive maintenance and emergency service subject to provisions. The charge is based on the original geographic installation location of the machine and RJY must be notified whenever the geographical location of the equipment is changed. If the equipment has been moved to a new RJY service zone, a new agreement must be reached. For efficient and electronic meter reading, RJY utilizes specialized software that reports current meter readings on all print devices connected to your Network. Customer agrees that meters may be accessed and reported in this manner. Should the number of scans exceed the total of all prints and copies, we reserve the right to invoice these excess scans at \$.0025 per scan. This agreement does not cover overhauls on the machine.
9. Service calls will be made during normal business hours at the specified installation address. (Business hours are 8:00 a.m. to 5:00 p.m., Monday to Friday). Travel and labor time on calls made other than during normal business hours will be charged to Customer at established overtime rates.
10. Meter cards or fax forms will be provided to the Customer for monthly or quarterly billings. If forms are not received by the required date, an estimated meter will be used for billing purposes.
11. Customer agrees to make available a Key Operator for training purposes in the use of the equipment and agrees to notify RJY of any change in the Key Operator assignment.
12. Service will not be provided on equipment upon which there has been used unauthorized parts or supplies or that has been modified or used by unauthorized personnel to repair or change said equipment. Master or drums will not be replaced under this agreement when damage is caused by operator abuse or error. An initial master or drum charge may be required on older equipment.
13. This agreement shall be effective on the date of delivery of equipment if new equipment, otherwise on the commencement date listed on the contract and shall continue for a period of 12 months from the date and will automatically renew for consecutive 12 month periods unless written cancellation notice is given by either party 30 days prior to the end of the then current term. In the event of cancellation of this agreement for any reason, unused supplies shall be the property of RJY, although Customer may purchase the supplies at the then prevailing retail rates. Customer agrees to pay the periodic charges and upon failure to do so RJY may (1) terminate the agreement, (2) refuse to service the equipment or furnish supplies, (3) recover damages as a result thereof.
14. At the end of each contract anniversary date, the rate charge can increase without written notice to allow for cost increases.
15. This agreement is not refundable or transferrable to a third party. If the equipment is traded in on new equipment, any unused portion of the contract period charge shall be prorated and credited to the Customer.
16. This agreement may not be assigned by Customer without the written consent of RJY. This instrument contains the entire agreement between the parties and cannot be altered or amended except by an instrument in writing signed by the parties hereto. Any agreement containing variations from the printed terms set forth herein must be accepted and counter-signed by an officer of RJY at its offices in Nashville, Tennessee.
17. Sales or use tax shall be added where applicable.

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 301-2012

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to enter into a maintenance agreement plan with RJ Young Company for maintenance and supplies for the existing Ricoh MP C6000 copier in the amount one thousand one hundred seventy eight dollars and forty cents of \$1,178.40.

IT IS FURTHER ORDERED that the City Manager or Interim City Clerk is authorized to execute any and all documents necessary.

Motion was made by Mayor Fortenberry, seconded by Councilman Gollott and the following vote was recorded:

AYES: Tommy Fortenberry
Hurley Ray Guillotte
Gordon Gollott
Mary Martin
Scott Macfarland
Adam Colledge

NAYS: None

ABSENT: Johnny Jones

MAYOR

ATTEST:

INTERIM CITY CLERK

PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 18, 2012.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Cindy Steen, Purchasing Agent
Through: Cindy Russell, Interim City Clerk
Date: December 11, 2012
Subject: Maintenance Agreement for Ricoh Copier MPC 6000

REQUEST:

City Council authorization is requested for the City of Gautier to accept the maintenance agreement between the City of Gautier and RJ Young Company for the maintenance and supplies of the Ricoh MPC 6000 in the amount of one thousand one hundred seventy eight dollars and forty cents (\$1,178.40).

BACKGROUND:

The cost of the agreement is set per 5,000 copies made in black and white and also 5,000 copies made in color.

The maintenance agreement covers the following:

Master Unit
Color Supplies
Drum/Photo Conductor
Imaging Units
Parts/Labor
Toner/Dispersant
Developer

This copier will be replaced with a new copier in the City Clerk's Department. It will be utilized within the City of Gautier.

RECOMMENDATION:

Based on the attached information from R.J.Young, City staff recommends that City Council authorize purchase of the Maintenance Plan Agreement for the Ricoh MPC 6000 in the amount of one thousand one hundred seventy eight dollars and forty cents (\$1,178.40).

FINANCIAL:

The cost of the maintenance agreement is funded with the savings in the budgeted Ricoh MP C6501 copier.

ATTACHMENTS(S):

RJ Young Maintenance Plan Agreement

Supply Maintenance Plan Agreement Customer Purchase Order Sales Rep # 20SA45

Billing Location				Install Location			
Full Customer Name - Include Inc., Corp., LLC etc. City of Gautier				Customer Name City of Gautier			
Street Address 3330 Hwy. 90				Street Address 3330 Hwy. 90			
City Gautier		State MS	Zip+4 39553	City Gautier		State MS	Zip+4 39553
Contact Name Cindy Steen		Phone # 228-497-3518	Fax # 228-497-1012	Key Operator Cindy Steen		Phone # 228-497-3518	Fax # 228-497-1012
Email csteen@gautier-ms.gov				Email csteen@gautier-ms.gov			

Qty.	Manufacturer	Equip. ID	Model	Serial Number	Unit Price	Amount
1	Ricoh		MPC 6000			

Trade-In/Buyout (Items to be picked up)						Total This Page
						Total From Add'l Equipment List
						Sales Tax
						Total
Tax Exempt <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						
Attach Exemption Certificate						

1) The equipment specified above will be provided at the following rates:

Commencement Date	SMP/Maintenance SMP	Total Minimum Payment \$1,178.40	Minimum Billing Frequency Annual	Overage Billing Frequency Annual
Monthly Minimum Number of B&W Copies 5000	Overage Rate per B&W Copy 0.011040	Monthly Minimum Number of Color Copies 500	Overage Rate per Color Copy 0.086000	Agreement Includes <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Master Unit <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Color Supplies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Drum/Photo Conductor <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Imaging Units <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Parts/Labor <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Toner/Dispersant <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Developer <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Other <input type="checkbox"/> New Account <input type="checkbox"/> New Equipment <input checked="" type="checkbox"/> Upgrade <input type="checkbox"/> Remanufactured Equipment <input type="checkbox"/> Additional Unit <input type="checkbox"/> MAM <input checked="" type="checkbox"/> Used <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No MICR Toner
Monthly Minimum Number of Square Feet	Overage Rate per Square Foot	Monthly Minimum Number of Linear Feet	Overage Rate per Linear Foot	
Monthly Minimum Number of B&W Prints	Overage Rate per B&W Print	Monthly Minimum Number of Color Prints	Overage Rate per Color Print	
Monthly Minimum Number of Misc	Overage Rate per Misc	Monthly Minimum Number of Misc 2	Overage Rate per Misc 2	

Remarks:
 The above agreement includes 60,000 black and white impressions per year and 6,000 color impressions per year. B&W overage @\$0.1104. Color Overage @\$0.086.

<i>Additional terms and conditions on page 2.</i>	
Signature: _____	Sales Rep: _____ Date: _____
Print Name: _____	
Title: _____ Date: _____	Sales Manager: _____ Date: _____



2. The title to any and all products listed on the Sales Order remain with RJ Young Company (RJY) until full payment is received from you. Invoices are payable upon receipt unless prior written approval is received from the RJY corporate offices.
3. Without prior written approval of RJY you may not assign any of your rights or obligations under this Agreement or allow a lien or encumbrance of any kind to be placed upon any products for which you have not received title free and clear.
4. If payment is not paid when due, you will pay us a late charge of up to 15% of the amount of the payment or \$15.00 whichever is greater (or such lesser rate as is maximum rate allowed under applicable law). You also agree to pay \$35.00 for each returned check. Restrictive endorsements or additional terms on checks you send to us will not reduce your obligations to us.
5. If payment is not paid when due, we will have the right to take ONE OR MORE of the following actions, in addition to any and all other remedies that may be available to us under the law: (a) cancel this agreement without prior notice or warning to you; (b) file a law suit against you to collect all past due amounts, plus all our reasonable legal costs, including but not limited to reasonable attorneys' fees, reasonable overhead for employee time spent on preparing for suit or attempting to collect payments and mitigate our damages; (c) repossess the Equipment or apply to a court for an order allowing repossession for any Equipment for which you have not received title free and clear.
6. This Agreement, and other terms and conditions that you have acknowledged receipt of by signing this Sales Order, constitute the entire Agreement.
7. As a convenience to you and to further expedite this transaction for you, you agree that a photocopy, electronic image or facsimile of this Agreement which includes a photocopy, electronic image or facsimile of the signatures of both parties shall be as valid, authentic and legally binding as the original version for all purposes and shall be admissible in court as final and conclusive evidence of this transaction and of the execution of this document.

SMP AND/OR MAINTENANCE AGREEMENT

The following terms and conditions are in addition to the General Terms and Conditions above.

8. Service includes both labor and material for adjustments, repairs and replacement of parts as necessitated by normal equipment usage. Also included are regularly scheduled preventive maintenance and emergency service subject to provisions. The charge is based on the original geographic installation location of the machine and RJY must be notified whenever the geographical location of the equipment is changed. If the equipment has been moved to a new RJY service zone, a new agreement must be reached. For efficient and electronic meter reading, RJY utilizes specialized software that reports current meter readings on all print devices connected to your Network. Customer agrees that meters may be accessed and reported in this manner. Should the number of scans exceed the total of all prints and copies, we reserve the right to invoice these excess scans at \$.0025 per scan. This agreement does not cover overhauls on the machine.
9. Service calls will be made during normal business hours at the specified installation address. (Business hours are 8:00 a.m. to 5:00 p.m., Monday to Friday). Travel and labor time on calls made other than during normal business hours will be charged to Customer at established overtime rates.
10. Meter cards or fax forms will be provided to the Customer for monthly or quarterly billings. If forms are not received by the required date, an estimated meter will be used for billing purposes.
11. Customer agrees to make available a Key Operator for training purposes in the use of the equipment and agrees to notify RJY of any change in the Key Operator assignment.
12. Service will not be provided on equipment upon which there has been used unauthorized parts or supplies or that has been modified or used by unauthorized personnel to repair or change said equipment. Master or drums will not be replaced under this agreement when damage is caused by operator abuse or error. An initial master or drum charge may be required on older equipment.
13. This agreement shall be effective on the date of delivery of equipment if new equipment, otherwise on the commencement date listed on the contract and shall continue for a period of 12 months from the date and will automatically renew for consecutive 12 month periods unless written cancellation notice is given by either party 30 days prior to the end of the then current term. In the event of cancellation of this agreement for any reason, unused supplies shall be the property of RJY, although Customer may purchase the supplies at the then prevailing retail rates. Customer agrees to pay the periodic charges and upon failure to do so RJY may (1) terminate the agreement, (2) refuse to service the equipment or furnish supplies, (3) recover damages as a result thereof.
14. At the end of each contract anniversary date, the rate charge can increase without written notice to allow for cost increases.
15. This agreement is not refundable or transferrable to a third party. If the equipment is traded in on new equipment, any unused portion of the contract period charge shall be prorated and credited to the Customer.
16. This agreement may not be assigned by Customer without the written consent of RJY. This instrument contains the entire agreement between the parties and cannot be altered or amended except by an instrument in writing signed by the parties hereto. Any agreement containing variations from the printed terms set forth herein must be accepted and counter-signed by an officer of RJY at its offices in Nashville, Tennessee.
17. Sales or use tax shall be added where applicable.

Consent Item #6 was pulled for further discussion by Mayor and Council.

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 302-2012

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Memorandum of Understanding and Intergovernmental Agreement between the Mississippi Department of Wildlife, Fisheries and Parks and the City of Gautier, Mississippi to assume the operating and maintenance of Shepard State Park is hereby approved.

IT IS FURTHER ORDERED that the City Manager and Interim City Clerk are authorized to execute any and all documents necessary.

Motion was made by Councilman Colledge, seconded by Councilwoman Martin and the following vote was recorded:

**AYES: Tommy Fortenberry
Hurley Ray Guillotte
Gordon Gollott
Mary Martin
Scott Macfarland
Adam Colledge**

NAYS: None

ABSENT: Johnny Jones

MAYOR

ATTEST:

INTERIM CITY CLERK

PASSED AND ADOPTED by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 18, 2012.

Shepard State Park

Operations, Maintenance & Improvements Plan

Shepard State Park is located in southeast Gautier and is comprised of 395 acres. The Park includes 26 RV sites, primitive camping, two public bathrooms, a pavilion, central office, one residential home, maintenance building, disc golf course, boat launch, and nature trails. This popular primitive recreational amenity on the Mississippi coast is an unpolished gem. Under the right management, the Park will reinforce Gautier's tourism economy and provide valuable recreational opportunities for residents.

Today, the City of Gautier has few parks and most tend to be small. Bacot Park, the City's largest, is focused on youth athletics. George Martin City Park is an attractive waterfront park serving the needs of seniors, young children and watercraft. Buddy Davis Baseball Complex, Jackson County Soccer Complex and Frasier Park (, a neighborhood park) are owned by Jackson County or the Pascagoula School District. As a City park, Shepard will become our largest, tourism-oriented park.

Based on staff analysis of the State's budget and conversations with Park staff, the City's assumption of operations and maintenance of Shepard State Park is likely to result in an improved park and surplus revenue. A revitalized Shepard State Park is an important next step as part of our Nature's Playground strategy.

Future Improvements

The opportunities to improve Shepard State Park are exciting and numerous. Master Plans and specific improvement plans found at the central office in the Park suggest the possibility of adding an archery range, equestrian trails and stables, more camping sites, more pavilions and playgrounds, fishing piers, and hiking trails. These possible improvements will increase resident and tourist enjoyment plus increase revenues.

The City's FY 2014 Tidelands request included more camping sites, a fishing pier, two new bathrooms, pavilion, playground, and general upgrades to the Park. The total request is \$1,000,000.00.

The MS Department of Wildlife, Fisheries and Parks has recommended that the City apply for a Recreation Trails Program grant. A maximum grant of \$100,000 will enable the City to add trails and improve existing trails for park patrons.

Operations and Maintenance

The State employs two persons to handle maintenance and reservations. The contract employee works in the office to handle reservations and day visitors. The maintenance employee lives in a trailer inside the park and handles issues that arise in the evening. Also, the State occasionally hires outside contractors to help repair and upgrade the Park. The Gautier Garden Club maintains the entrance sign's landscaping.

Park revenues enable the City to hire a new full-time employee to work with two inmates to maintain, repair and upgrade the park. Also, the City shall employ a part-time employee to handle weekend campers and visitors. Weekday reservations and management issues may be handled by those currently employed within the Department of Economic Development and Planning. Three current Cultural Services employees will relocate from City Hall to the Parks central office. The Park's maintenance building provides a much needed maintenance shop and storage building for the Cultural Services division. This should allow us to clean up and organize equipment and parts located in many different facilities around the City.

A City employee may be allowed to reside in the trailer without cost in exchange for handling issues that arise in the evening. If the problem requires a greater level of personnel or higher skill level than this employee's expertise, then other employees or professionals under contract with the City may be called in to assist with the matter.

Buildings & Equipment

City staff surveyed the Shepard State Park's buildings and equipment. The buildings and grounds are in adequate condition for operations, but future repairs were noted. Future repairs to buildings and equipment include:

Central Office, exterior repairs	\$5,000
RV Bathrooms, shower replacement	\$5,000
Pavilion Bathrooms, roof replacement	\$5,000
Tractor, overhaul	\$2,000
<u>Maintenance Building, general</u>	<u>\$5,000</u>
TOTAL	\$22,000

Budget

Based on the State's FY2011-12 Revenue and Expenditure information for Shepard State Park, the City may realize a surplus of revenue under City management. The State's budget shows total revenue of \$187,797.65 in FY11-12 with \$168,415.00 coming from camping rentals. The State's budget shows \$169,721.22 of expenses. This suggested that the Park yielded a surplus of \$18,076.43.

A preliminary City budget amendment for Shepard Park assumes one new full-time employee and one part-time employee to replace the State's employee and contract worker. Other forecasted expenses and revenues are estimated to be similar to the State's FY11-12 budget with the exception of "contractual services." The State informed the City that these services were primarily for improvements to the home along Graveline Road. Under this scenario, the City may realize a profit of \$25,516.22.

If the City begins renting the home on Graveline Road, improves the general condition of the Park and institutes tighter controls on entrance fees, it may see a significant increase in revenues. The forecasted profit and possible increase in revenues may be used to address needed repairs and improvements to the Park. In summary, the City will have a better park for residents and tourists plus realize a profit to reinvest in our future.

Budget

Based on the State's FY2011-12 Revenue and Expenditure information for Shepard State Park, the City may realize a surplus of revenue under City management. The State's budget shows total revenue of \$187,797.65 in FY11-12 with \$168,415.00 coming from camping rentals. The State's budget shows \$169,721.22 of expenses. This suggested that the Park yielded a surplus of \$18,076.43.

A preliminary City budget amendment for Shepard Park assumes one new full-time employee and one part-time employee to replace the State's employee and contract worker. Other forecasted expenses and revenues are estimated to be similar to the State's FY11-12 budget with the exception of "contractual services." The State informed the City that these services were primarily for improvements to the home along Graveline Road. Under this scenario, the City may realize a profit of \$25,516.22.

If the City begins renting the home on Graveline Road, improves the general condition of the Park and institutes tighter controls on entrance fees, it may see a significant increase in revenues. The forecasted profit and possible increase in revenues may be used to address needed repairs and improvements to the Park. In summary, the City will have a better park for residents and tourists plus realize a profit to reinvest in our future.

**MEMORANDUM OF UNDERSTANDING
AND
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE MISSISSIPPI DEPARTMENT OF WILDLIFE, FISHERIES, AND PARKS
AND
THE CITY OF GAUTIER, MISSISSIPPI**

This Memorandum of Understanding is entered into between the Mississippi Department of Wildlife, Fisheries, and Parks (MDWFP), and the City of Gautier, Mississippi, (Gautier) concerning the operation and maintenance of Shepard State Park, and related facilities, located near Gautier, Mississippi.

WHEREAS, beginning in December of 1976, Mr. Horace A. Shepard conveyed certain tracts of land to the State of Mississippi, Afor the purpose of establishing a forest reserve, a public park, and a bird and other wildlife sanctuary.

WHEREAS, the State of Mississippi established Shepard State Park upon the lands conveyed from Mr. Horace A. Shepard.

WHEREAS, the original deeds transferring the lands of the Shepard State Park and Refuge contain a determinable fee contingency that should the State ever cease to operate the property as a Aforest reserve, a public park, and a bird and other wildlife sanctuary, the State would be divested of ownership and the property would pass to a third party.

WHEREAS, the City of Gautier, Mississippi has approached the MDWFP about taking over operation of Shepard State Park and possibly further developing the facilities at the park consistent with city plans for expansion, economic development and related purposes consistent with the restrictions contained in the original granting deeds.

WHEREAS, the Mississippi Commission on Wildlife, Fisheries, and Parks at their regular meeting of _____, 2012, stated its approval and acceptance of Gautier's proposal and authorized the Executive Director to execute any such agreement necessary to effect the transfer of the operation of Shepard State Park to the City of Gautier.

WHEREAS, The City of Gautier, at its regularly scheduled City Council meeting of _____, 2012, authorized its City Manager to enter into and execute any such agreement as may be necessary to effect the transfer of operation of Shepard State park to the City of Gautier.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

RESPONSIBILITIES OF THE CITY OF GAUTIER:

The City of Gautier will operate Shepard State park in a manner consistent with its current operations as a Aforest reserve, a public park, and a bird and other wildlife sanctuary.

The City of Gautier assures that it has or will employ personnel qualified to operate and maintain the park in as good or better condition as it is at present. The City of Gautier further assures that it will continue to operate the park as a park, and as a bird and wildlife sanctuary/refuge.

The City of Gautier agrees that it will continue to operate and maintain those facilities constructed with funds from the Land and Water Conservation Fund grants in a manner consistent with the rules and regulations applicable thereto, to include, but not be limited to, making application, with the assistance of the MDWFP, to become a Substitute Sponsor under the LWCF grants.

RESPONSIBILITIES OF THE MDWFP:

The MDWFP will provide technical assistance to the City of Gautier in the management of the park as a bird and wildlife sanctuary/refuge, to include, but not be limited to:

Technical assistance with preserving and maintaining critical wildlife habitat;

Technical assistance with preserving and maintaining certain marine and/or estuarine ecosystems

Technical maintenance of all timber and timber management - this item recognizes that all standing timber on Shepard State Park belongs to the MDWFP. Timber resources shall be managed according to MDWFP timber management policies. Should the City of Gautier wish to develop any part of the park, the City shall obtain the MDWFP's prior approval and assistance, and any timber to be removed shall be removed by the MDWFP. All income derived from timber management practices of the MDWFP shall be shared equally by and between the MDWFP and the City of Gautier (50% each).

Income generated by or derived from public use of the park such as gate fees, user fees, special event fees, etc., shall belong to the City of Gautier.

To the extent allowed under state purchasing laws and regulations, the MDWFP will make available to the City of Gautier such equipment and facilities as the City may need to operate and maintain the park. This shall include, but not be limited to those structures constructed and standing on the park grounds, as well as those certain items of equipment or other

inventory set forth on the inventory schedule attached hereto as Exhibit A.

The MDWFP will provide technical guidance and assistance to the City in its application to become a substitute sponsor under the LWCF grant(s).

OTHER PROVISIONS:

The parties agree that they will execute any such other and further agreements as may be necessary for the City to operate, manage and maintain the Park.

The City of Gautier shall have the right to make an offer or offers of employment to any current employees of the MDWFP presently working at Shepard State Park. In the event any employees choose to change their employment to the City of Gautier, the MDWFP shall work with the City to make the transition seamless so as to prevent any loss of or gap in benefits, etc.

Either party to this agreement may terminate the agreement upon 90 days written notice.

ASSURANCES:

The City of Gautier assures the MDWFP that its operation, management and maintenance of the park shall comply with all applicable laws, regulations and rules, including but not limited to equal employment opportunity laws, nondiscrimination laws and the rules and regulations of the United States Department of Interior, National Park Service.

IT IS THE INTENT OF THE PARTIES HERETO, that this agreement shall survive in perpetuity and be binding upon successive city government administrations and commissions of Wildlife, Fisheries and Parks, and/or each party's successors or assigns, to the extent allowed by law.

SO AGREED and executed, this the _____ day of _____, 2012.

CITY OF GAUTIER

**MISSISSIPPI DEPARTMENT OF WILDLIFE,
FISHERIES, AND PARKS**

Honorable
City Manager

Sam Polles, Ph.D.
Executive Director