

**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

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**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:**

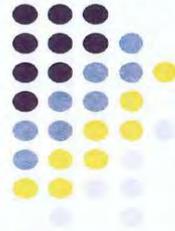
Based on the attached information from RJ Young, City staff recommends that City Council authorize purchase of the Ricoh MP C6501 in the amount of one thousand one hundred seventy eight dollars and forty cents (\$12,880.00).

**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=	<b>\$23,032</b>
• Cost of new C6501=	-\$12,880
• New Service Contract C6501-	-\$7,428
• Re-written Contract for 6000=	<u>-\$1,178.40</u>
• Remaining Budget=	<b>\$1,545.60</b>



## 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

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**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



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

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**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

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 @\$0.01104. Color Overage @\$0.086.

*Additional terms and conditions on page 2.*

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.