Tuesday
August 5, 2014
Gautier, Mississippi

BE IT REMEMBERED THAT A REGULAR MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held August 5, 2014 at 6:30 P.M. in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.

Those present were Mayor Gordon Gollott, Council Members Mary Martin, Johnny Jones, Hurley Ray Guillotte, Casey Vaughan, Rusty Anderson, Adam Colledge, City Manager Samantha Abell, City Clerk Cynthia Russell, City Attorney Josh Danos and other concerned citizens.

AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
August 5, 2014 @ 6:30 PM

I. Call to Order

1 Prayer

2 Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

1 Home Town Hero Celebration Honoring Sgt. Anthony McDaniel August 9, 2014 at Bacot Park from 11:00 A.M. to 3:00 P.M.

2 NFL Punt, Pass and Kick Competition August 9, 2014 at 9:00 A.M. at Gautier High School Football Fields.

3 Gautier Youth Football League registration ends August 8, 2014.

IV. Presentation Agenda

1 A Purple Heart City Proclamation presented to James C. Jackson, Military Order of Purple Heart Gulf Coast Chapter #682.

2 Recognition of Gautier Police Explorers, Graduates of Southeastern Law Enforcement Explorer Academy.

3 Update on Comprehensive videoing of city sewer system. Chad Jordan, ClearWater Project Manager.

4 ClearWater Solutions vehicle registration. Councilman Ward 3 Casey Vaughan.

V. Public Agenda

1 Agenda Comments

VI. Business Agenda

1 **Order approving the purchase a K-9 (aka "Justice"), a two year old Belgian Malinois, from Professional Detection Service for the Gautier Police Department with asset forfeitures in the amount of $9,000.00.**

2 **Order authorizing the City Attorney to proceed with an agreement with Martin Bluff Baptist Church to establish a police substation in the Hickory Hills community.**

3 **Order approving in-kind support services request for Gautier's Home Town Hero Celebration honoring U. S. Marine Sgt. Anthony McDaniel.**

4 **Consideration of a revised Master Service Agreement and Service Schedules with Arista Information Systems for Bill Printing and Mailing and for Electronic Bill Presentment.**

5 **Order approving an engineering agreement with Goodwyn, Mills and Cawood, Inc. to design and oversee the construction of drainage improvements primarily located in the College Park and De La Forest areas.**

6 **Discussion of Recreation Advisory Committee's next tasks and responsibilities.**

7 **Order approving a professional services agreement with Goodwyn, Mills and Cawood, Inc. to provide plan review services as needed.**

8 **Order approving a computer software support agreement with Delta Computer Systems, Inc. for fiscal year 2014 – 2015.**

9 **Order approving the purchase of a bucket truck (boom truck) from Altec Industries, Inc. in the amount of $89,717.000 from reimbursement funds.**

10 **Conduct public hearing (Quasi-Judicial Procedures) to declare 8105 Exchange Street a menace to public health, safety and welfare of the community. Bobby Joe Odom, owner.**

11 **Order approving Docket of Claims.**

VII. Consent Agenda (All items approved in one motion)

1 **Order approving monetary donations for the Shepard Park Archery Range. Donors: Supervisor Manly Barton; Senator Michael Watson; Senator Brice Wiggins; Representative John Read; Representative Charles Busby; and Representative Jeramey D. Anderson.**

2 **Order approving Professional Probation Services, Inc. contract for probation supervision and rehabilitation services for Municipal Court.**

3 **Order approving letter of support for the Jackson County Civic Action Committee's application for an Early Head Start-Child Care (EHS-CC) partnership Grant.**

4 **Order approving Lien/Council request to adjudicate private property cleanup costs in the amount of $2,465.00 at 3677 Mackeral Drive. Barbara L. Aguillard, owner.**

5 **Consideration to set public hearing date to consider the demolition of abandoned property at 2013 South Haven Road, Gautier. Tyrone I. and Jennifer D. Blackmon, owners.**

6 **Order approving July 2014 water and sewer adjustments.**

7 **Order approving Minutes from Recessed Council Meeting held July 15, 2014.**

8 **Order approving revisions to the City of Gautier's Historic Preservation Commission Rules of Procedure, relating to meeting times and absences.**

9 **Order declaring 2000 Ford Crown Victoria (VIN#2FAFP71W8YX148384) Unit 55 as surplus and removed from Police Department inventory.**

10 **Order approving monetary donation in the amount of $250.00 from Peoples Bank for the Scott E. Pruitt highway 90 Dedication Ceremony Reception.**

STUDY AGENDA
CITY OF GAUTIER, MISSISSIPPI
August 5, 2014

1 **Discuss Citizen Comments**

2 **Discuss Council Comments**

3 **Discuss City Manager Comments**

4 **Discuss City Clerk Comments**

5 **Discuss City Attorney Comments**

Recess until August 11, 2014 @ 6:00 PM
www.gautier-ms.gov

Councilwoman Martin made the motion to approve the agenda order. **Councilman Colledge** seconded the motion and the vote unanimously carried.

Announcements

1 Home Town Hero Celebration Honoring Sgt. Anthony McDaniel August 9, 2014 at Bacot Park from 11:00 A.M. to 3:00 P.M.

2 NFL Punt, Pass and Kick Competition August 9, 2014 at 9:00 A.M. at Gautier High School Football Fields.

3 Gautier Youth Football League registration ends August 8, 2014.

Presentation Agenda

1 A Purple Heart City Proclamation presented to James C. Jackson, Military Order of Purple Heart Gulf Coast Chapter #682.

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3 Update on Comprehensive videoing of city sewer system. Chad Jordan, ClearWater Project Manager.

4 ClearWater Solutions vehicle registration. Councilman Ward 3 Casey Vaughan.

Gautier's Home Town Hero Celebration

Honoring

U.S. Marine Sgt. Anthony McDaniel

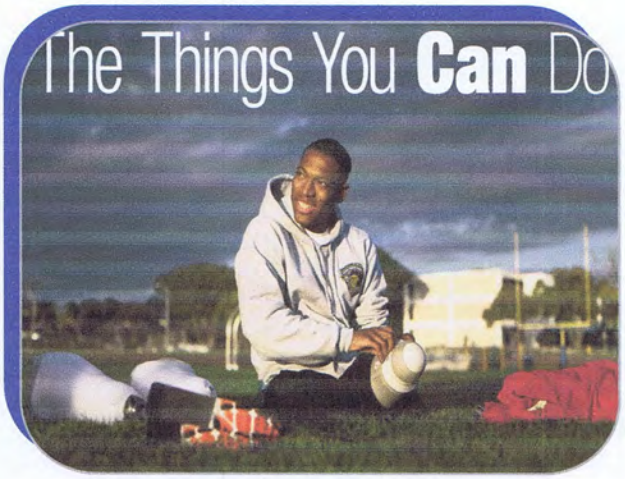
hometown HEROES

Music. Games. Food. Fun

When: August 9, 2014

Where: Bacot Park Gautier, MS

Time: 11:00 a.m. to 3:00 p.m.



Bring your lawn chairs, tents and coolers!

NO Alcohol Allowed !

Sponsor

In the event of inclement weather, presentation will be held at the American Legion Post # 1992
3824 Old Spanish Trail, Gautier, MS
For more information contact Abe Sherrod 228-229-6131

NFL PP&K PUNT, PASS & KICK

BE PART OF THE NFL'S COMMITMENT TO PLAY 60!

SIGN UP TO PARTICIPATE

IN A NFL PUNT, PASS & KICK LOCAL COMPETITION NEAR YOU!

NFL Punt, Pass & Kick is FREE and open to boys and girls 6–15.

EVENT LOCATION: Gautier High School Football Fields- "The Swamp"

DATE: Saturday, August 9th

TIME: 9:00 a.m.

CONTACT: For Information, call Rachel Honea (228) 219-3259
To Register: Go online at www.nflppk.com

There are 5 age groups – a place for everyone!
Grab your sneakers (no cleats) and come on out.
This is your chance to PLAY 60 with the NFL!

For rules and more information, visit **nflppk.com**

USA Football

A PROGRAM OF NFL Play60
THE NFL MOVEMENT FOR AN ACTIVE GENERATION

Jackson County
YOUTH FOOTBALL
Association

FOOTBALL & CHEERLEADING REGISTRATION

City of Gautier Football League

WHO CAN PLAY?

5-6 year-olds flag football
7-12 year-olds can play tackle football
5-12 year-olds Cheerleading

HOW CAN I BECOME A COACH OR VOLUNTEER?

Register at www.gautier-ms.gov
Must pass a background check
Must complete coach's certification ($25)

WHAT IS PROVIDED?

Football- game pants (integrated), jersey, helmet, and shoulder pads.
Flag- shorts, jersey, and flags.
Cheerleading – vest, bloomers, skirt, and pom poms.

HOW MUCH DOES IT COST?

Football league registration fee is $90.00/$70.00 for flag for Gautier residents.
An additional $20 fee will be charged for those who reside outside the City limits.
Cheerleading registration fee is $90.00 for Gautier residents.

WHEN DO THEY PLAY?

Practices begin in late August and run through the duration of the season.
Games begin in mid-September and are held through early November.
All games will be held on Monday night, Tuesday night, or Saturday unless rescheduled due to inclement weather.

HOW DO I REGISTER?

Register online at www.gautier-ms.gov or drop by Gautier City Hall. (Cash, credit card or check accepted)

WHERE DO WE PLAY?

The cities of Gautier, Pascagoula, Ocean Springs, and Moss Point have come together to create the Jackson County Football Association. Games will be played at the following locations:

Gautier High School: 4307 Gautier-Vancleave Road, Gautier
Ocean Springs Sports Complex- 4515 Highway 57, Ocean Springs
Pascagoula- 1803 Tucker Avenue, Pascagoula
Moss Point High School- 4913 Weems Street, Moss Point

Practices will be held at Bacot Park or other location designated by Team Coach.

AUGUST 8TH WILL BE THE LAST DAY OF REGISTRATION

FOR MORE INFORMATION: Call Gautier Cultural Services Div. at 228-497-1878 or email Rachel: rhonea@gautier-ms.gov.

Proclamation

A Proclamation of the Mayor and City Council

of

The City of Gautier, Mississippi

WHEREAS, the City of Gautier in the State of Mississippi and has always supported its military veteran population and

WHEREAS, the Purple Heart is the oldest military decoration in present use and was initially created as the Badge of Military Merit by General George Washington in 1782; and

WHEREAS, the Purple Heart was the first American service award or decoration made available to the common soldier and is specifically awarded to members of the United States Armed Forces who have been wounded or killed in combat with a declared enemy of the United States of America; and

WHEREAS, the mission of the Military Order of the Purple Heart is to foster an environment of goodwill among the combat-wounded veteran members and their families, promote patriotism, support legislative initiatives and most importantly - make sure we never forget; and

WHEREAS, the City of Gautier has a large, highly- decorated veteran population including many Purple Heart recipients; and

WHEREAS, the City of Gautier appreciates the sacrifices our Purple Heart recipients made in defending our freedoms and believe it is important that we acknowledge them for their courage and show them the honor and support they have earned.

NOW, THEREFORE, I Gordon Gollott, by the authority vested in me as Mayor of the City of Gautier, do hereby proclaim the City of Gautier as

A PURPLE HEART CITY

and encourage the citizens of the City of Gautier to show their appreciation for the sacrifices our Purple Heart recipients have made in defending our freedoms, to acknowledge their courage, and to show them the honor and support they have earned.

Dated this 5th day of August 2014

_____

Gordon Gollott, Mayor

CITY OF GAUTIER
MEMORANDUM

To:	Samantha Abell, City Manager
From:	Tonya Fowler, Gautier Police Crime Prevention Officer
Through:	Dante Elbin, City of Gautier Chief of Police
Date:	July 30, 2014
Subject:	Recognition of Gautier Police Explorers

REQUEST:

The Gautier Police Department would like 3 Gautier Police Explorers to be recognized for their recent graduation from the Southeastern Law Enforcement Explorer Academy in June 2014.

BACKGROUND:

The Police Explorer program is a career oriented program for young men and women between the ages of 14 and 21. This group of Explorers spent one week in Gulfport going through was is best described as a "mini-boot camp" and Police Training Academy. In addition to an emphasis on physical training, the cadets are involved in classroom as well as hands-on training by professional Law Enforcement Officers.

The Gautier Police Explorers are active in our community working at public functions, assisting with neighborhood watch programs and working City Court.

DISCUSSION:

There will be a short video presentation taped throughout the week of the Academy showing elements of their experiences at the Academy.

RECOMMENDATION:

We would like to have a formal presentation of their graduation certificates to our Police Explorers.

ATTACHMENTS:

Video CD
Certificates

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

ORDER NUMBER 170-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the purchase of a K-9 (aka "Justice"), a two year old Belgian Malinois, from Professional Detection Service for the Gautier Police Department is hereby approved.

IT IS FURTHER ORDERED that the K-9 will be purchased with asset forfeitures in the amount of $9,000.00.

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

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

AYES: **Gordon Gollott**
Mary Martin
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 5, 2014.

CITY OF GAUTIER
MEMORANDUM

TO: Mayor and City Council

FROM: Dante Elbin
Chief of Police

THROUGH: Samantha Abell
City Manager

DATE: July 30, 2014

SUBJECT: Purchase of New K-9

REQUEST:

The Gautier Police Department is requesting authorization from the Mayor and City Council to purchase a K-9, (Justice) a two year old Belgian Malinois.

BACKGROUND:

The Gautier Police Department has had (2) prior K-9's, (Starbuck and Rocko). Since the death of "Rocko" we are seeking authorization to purchase a K-9 from Professional Detection Service for the purpose of assisting our officers in drug interdiction and crime suppression.

DISCUSSION:

The Gautier Police Department is seeking Mayor and Council approval to purchase a K-9 with asset forfeitures for a fee of $9,000. The price for the K-9 includes one year handler/K-9 certification and a health guarantee of one (1) year. Any additional care or expense, incurred for the K-9, will need to be budgeted and paid from the general fund.

RECOMMENDATION:

The Gautier Police Department recommends that City Council authorize approval for the purchase of K-9 (Justice).

ATTACHMENT:

Invoice for K-9

Sales Invoice

Breed/ Age: Two year old Belgian Malinois "KONTACT."

Color: Fawn.

Origin: Netherlands Import.

Condition / Sex: Intact Male. Hips Normal.

Vaccinations: Current and up to date.

Training: COMPLETE, Dual Purpose Patrol. Narcotics odors; Marijuana, Heroin, Cocaine, Base Cocaine (Crack), Methamphetamine and M.D.M.A. Tracking, Apprehension, Handler Protection, Obedience and Agility.

Health Guarantee: One Year.

Guarantees the animal to be free of any preexisting genetic or physical conditions that would prevent the above listed animal from performing narcotics and patrol tasks.

Price: $8,500.00 USD

The above listed price includes a one year Handler / K9 certification for Patrol / Narcotics. Certification is only valid for the term of one year from the date of certification. Certification requires the Handler / Department to maintain frequent and complete Training Records that comply with the current regulations set forth by the United States Supreme Court.

Richard Palmer

8720 Tanner Williams Rd.

Lucedale MS 39452

Email rpalmer149@yahoo.com

Phone 228-265-1343

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

ORDER NUMBER 171-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Attorney is hereby authorized to proceed with an agreement with Martin Bluff Baptist Church to establish a police substation in the Hickory Hills community.

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

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

AYES: **Gordon Gollott**
Mary Martin
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 5, 2014.

CITY OF GAUTIER
MEMORANDUM

To: **Samantha Abell, City Manager**

From : **Dante Elbin, Chief of Police**

Date : **July 30, 2014**

Subject: **Police Substation in Hickory Hills Community**

REQUEST:

The Gautier Police Department is seeking approval for the City Attorney to proceed with an agreement to place a substation in Hickory Hills community.

BACKGROUND:

The Gautier Police would like to move forward with negotiations seeking an agreement between the City of Gautier and Martin Bluff Baptist Church. We are desiring an agreement to retrofit and utilize the parsonage in order to establish a police substation in the North Gautier community.

DISCUSSION:

The Gautier Police Department currently has a substation in south Gautier. This helps to facilitate law enforcement activities in the De La Forest and College Park Community. We are seeking to establish a substation in the northern portion of our city. The placement of sub-stations build on the City's existing neighborhood policing programs and strengthens business/police relationships. In the north area of Gautier, we currently have one thoroughfare that leads in and out of the community. In the event of a natural disaster, having a substation will allow dedicated officers to be based in the affected area, without the need to return to the main police department. Police field operations can be conducted and handled through the substations.

RECOMMENDATION:

The Gautier Police Department recommends that City Council authorize the City Attorney to research and seek an agreement with Martin Bluff Baptist Church for a police substation.

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

RESOLUTION NUMBER 16-2014

WHEREAS, the Mayor and Members of the Council of the City of Gautier, Mississippi received a request to provide in-kind services to the Neighborhood Friends of U.S. Marine Sgt. Anthony McDaniel Committee for Gautier's Home Town Hero Celebration Honoring U.S. Marine Sgt. Anthony McDaniel from the Gautier Police Department, Gautier Fire Department and Economic Development and Planning Department. The event is scheduled for Saturday, August 9, 2014 from 11:00 A.M. to 3:00 P.M. at Bacot Park.

WHEREAS, the Mayor and Members of the Council have determined that this event is an economic development tool to bring favorable notice, opportunities, possibilities and resources to the City of Gautier.

WHEREAS, the Mayor and Members of the Council have determined that the donation of in-kind services have been matched by other existing funds.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Members of the Council of the City of Gautier, Mississippi, as follows to-wit:

SECTION 1. In-kind services are hereby authorized for the Gautier Police Department to provide security and traffic direction. The estimated cost for their in-kind contribution will equal approximately $288.64 and will use three full time officers, and approximately six Reserve officers;

SECTION 2. In-kind services are hereby authorized for the Gautier Fire Department to utilize on duty firemen that will result in no additional overtime hours;

SECTION 3. In-kind services are hereby authorized for the Economic Development and Planning Department to utilize the Recreation Coordinator add one additional employee and will result in no additional overtime hours.

SECTION 4. The City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by **Councilman Guillotte**, seconded by **Councilman Vaughan** and the following vote was recorded:

AYES: **Gordon Gollott**
Mary Martin
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 5, 2014.

CITY OF GAUTIER
MEMORANDUM

To:	Samantha Abell, City Manager
From:	Al Stanton, Recreation Coordinator
Through:	Chandra Nicholson, Director of Economic Development and Planning Dept.
	Dante Elbin, Chief of Police
	Robert Jones, Fire Chief
Date:	July 25, 2014
Subject:	Gautier's Home Town Hero Celebration Honoring U.S. Marine Sgt. Anthony McDaniel

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REQUEST:
The Neighborhood Friends of U.S. Marine Sgt. Anthony McDaniel Committee requests City Council authorization for in-kind support services to be provided by the City of Gautier for the event to be held August 9, 2014 at Bacot Park.

BACKGROUND:
Marine Sgt. Anthony McDaniel is a 2006 graduate of Gautier High School and Mississippi Gulf Coast native. McDaniel was four months into his second deployment when he lost both legs and his left hand when he stepped on an IED in Kajaki, Afghanistan on August 31, 2010. Since McDaniel's injuries, he has competed with more than 300 wounded marines earning medals while competing in the Wounded Warrior Games.

The Gautier's Home Town American Hero Celebration Honoring U.S. Marine Sgt. Anthony McDaniel will be held Saturday August 9, 2014 from 11:00 a.m. to 3:00 p.m... The event will consist of free music, games, food, and fun.

DISCUSSION:
The Neighborhood Friends of U.S. Marine Sgt. Anthony McDaniel Committee have submitted a special event permit application requesting the following in in-kind services from the City of Gautier:

(1) Use of Bacot Park
(2) Security and Traffic Direction
(3) Barricades and Set-up of Barricades
(4) Cleanup-up During and After the Event
(5) Trash Receptacles/Bags
(6) Use of Staging and set-up/take down
(7) Use of Tent and set-up/take down
(8) Use of Bleachers
(9) Use of Podium and set-up/take down

(10) Use of Tables/Chairs and set-up/take down
(11) Use of Concession Stand

The Gautier Police Department estimates their in-kind contribution will equal approximately $288.64 and will use three (3) full time officers, and approximately six (6) Reserve officers.

The Gautier Fire Department will utilize on duty firemen that will result in no additional overtime hours.

The Gautier Economic Development and Planning Department will utilize the Recreation Coordinator and one (1) additional employee and will result in no additional overtime hours.

RECOMMENDATION:

The Economic Development and Planning Department recommends that City Council authorize the in-kind services requested by Neighborhood Friends of U.S. Marine Sgt. Anthony McDaniel Committee since the event attracts both locals and visitors to the City.

The City Council may:

1. Approve in-kind services.
2. Disapprove in-kind services.

ATTACHMENT:

Special Event Permit
Gautier Police Department In-Kind Support Estimate

Gautier Police Department

Chief of Police Dante Elbin

To: Chastity Bilbo

From: Vincent Nicholson
Captain

Date: July 29, 2014

Subject: Bacot Park Dedication

The Gautier police department will use (3) full time officers, and approximately (6) Reserve officers for the dedication scheduled for August 9th at the Bacot Park on Ladnier.

The estimate cost for the event is as follows:

(2) Traffic Officers----------1100-1500----------$26.08 x 8 = $208.64

(6) Reserve Officers (volunteers) -------1100-1500----------$0 x 8 = $0

(1)Patrol Officer (Loss Prevention) ----1100-1500----------$20.00 x 4 = $80.00

Total In-Kind Service----------**$288.64**

3329 Hwy 90
Gautier, MS 39553
(228) 497-2486 / Fax (228) 497-8013

Official Use Only

CITY OF GAUTIER
APPLICATION FOR SPECIAL EVENT PERMIT

Submit This Form to the City Clerk Office at least _____days prior to requested event.

(Please print or type all information below)

Event Information:
Date of Event AUGUST 9, 2014 Day or Week SATURDAY Starting Time 11:00 AM/PM
Ending Time: 3:00 PM AM/PM Proposed Location of the Event: BACOT PARK GAUTIER
Describe the type of event to be conducted: OUT DOOR FAMILY FRIENDLY
Reason for Event, Demonstration or March: TO HONOR HOMETOWN HERO SGT ANTHONY MC DANIEL

If Event includes a city property or streets, give proposed route:

	(Street)	(Direction Turn)	(Street)
1.	LADNIER ROAD,	BACOT PARK	
2.			
3.			
4.			
5.			

ATTACH A DETAILED MAP OF THE PROPOSED ROUTE IF REQUESTING A STREET CLOSURE FOR THE EVENT.
ATTACH A LIST OF THE ADJACENT BUSINESS OWNERS

Applicant Information:
Organization:
Name: SGT ANTHONY MC DANIEL COMMITTEE Phone: (228 229-6131
Address: CITY OF GAUTIER
City State Zip
Type of Organization: STEERING COMMITTEE Profit: ___ Non-Profit Federal ID#_____
(Religious, Civic, Social, Etc.)

Individual Making Application for Organization:
Name: ABE SHERROD Phone (Home): (228) 229-6131
Address: 2704 AUBURN DR Phone (Work): (___) ___-___
City: GAUTIER State: MS Zip Code: 39553 -
Position with Organization: _____

Individual(s) Responsible for keeping order and maintenance:
Name: CITY OF GAUTIER Phone (H): 228 497 8006 (W) (___) ___-___
Name: _____ Phone (W): (___) ___-___ (W) (___) ___-___
Public Demonstrations and Parades are covered under city of Gautier Code of Ordinances

Requirements of Applicant:

✓ Security	✓ Clean up During Event	___ Staging
✓ Traffic Direction	✓ Clean up After Event	___ Fencing
✓ Barricades	✓ Bag Meters	___ Other
✓ Set Up Barricades	✓ Trash Receptacles/Bag	SEE ATTACHMENT

FOR OFFICE USE ONLY
Date Rec'd: ___ Received By: ___
Event has been: ___ Disapproved: ___
Approved: ___
Approval/Disapproval Authority
Date: ___

In applying for this permit, I the undersigned, as the responsible individual of the above named organization; AGREE TO HOLD THE CITY OF GAUTIER FREE AND HARMLESS OF ANY LIABILITY WHICH MAY RESULT FROM SAID EVENT, AND ACCEPT FULL RESPONSIBILITY FOR ANY SUCH LIABILITY.

Applicant's Signature: Abe Sherrod Date: 6/30/14

Items needed for: Sgt . Anthony McDaniel Hero Day

1. Gautier Police Presence
2. Gautier Fire Department (Display New Truck)
3. 1 large tent and crew to put up and take down
4. 100 folding chairs
5. 10 ea 8ft or 6ft folding Tables
6. Power Grid with outlets for equipment to be plugged into
7. 1 ea Podium
8. Personnel to set up staging

LIST OF DONORS FOR "HERO DAY"

1. American Legion Post 1912,Gautier,MS.----------$300.00 *
2. American Legion Ladies Aux unit 1992----$500.00
3. Richard Jackson----------$100.00
4. Jason Piljer Hyundai----------$300.00 *
5. Ingalls Veterans Employee Resource Team-------$5,700.00*
6. Gautier Mens Club----------LG Tent
7. Gautier Mens Organizers----------Cooking
8. Jerry Lees Grocery----------$ 50.00 Gift Card
9. Bobbie Nell Jones----------$ 455.00 T-Shirts
10. Second Liners Mardi Gras Club----------$100.00
11. Diane Cummings (1cs Hamburgers)------$30.00 XL
12. VFW POST 2132----------$400.00*
13. VFW Ladies Aux post 2132----------$100.00
14. Councilwoman M. Martin----------$100.00 (food)
15. Jules Shabazz----------$30.00 (food)
16. Mary McLeod----------$30.00 (food) 3XL
17. Rhonda Richardson----------(food/hot dogs)Lg
18. Bobbie Nell Jones----------$125.00 T-Shirts
19. Syl Brown----------$20.00 (food)
20. Starlite Barber Shop----------$(food-hot dogs)
21. Essix Miskel----------$250.00
22. Country Gentlemen Restaurant------- 1 Gal Jar Mayonnaise
23. Home Port Video----------$20.00
24. Flower Patch Florist----------$10.00
25. Brewer Opitical----------$100.00
26. Cesar Lorenzo----------$30.00 Food XL
27. Dr. Hoover----------$100.00

28. DHB Distributing----------Snack Cakes
29. STAPLES, Pascagoula----------Water
30. MaCnarB Gaming----------$20.00
31. Walmart , Ocean Springs----------$50.00 Gift Card
32. Anderson's Bakery----------$20.00 Gift Card
33. W.A. Reynolds Wholesale Co.----------Paper ware
34. Walgreens----------1 CS Hot Dogs Buns
35. Fred's Super Dollar ----------Gift Card
36. Lowes
37. Barbara Marshall---------- $10.00
38. Melvia Simmions----------$10.00
39. Ora Richardson----------$25.00
40. Thomas Jones----------$30.00
41. William Holmes----------$25.00
42. Kevin Woods----------$8.00
43. Lee ???----------$10.00
44. Grady McMillion----------$5.00
45. Mr. Robert Jones---------- ----------$5.00
46. Ruby Hester----------$20.00
47. Annie Davis----------$20.00
48. Ernestine Hutchins----------$10.00
49. Joan Sims----------$20.00
50. Dorothy Ledford----------$40.00
51. Lucille Odom----------$10.00
52. Buddy Jones----------$30.00
53. Mattie Booker----------$10.00
54. Alfreda Seals----------20.00
55. Navigator Credit Union----------$500.00*

56. Snapper Landing----------$40.00
57. Mike's Frame Shop----------Shadow Box
58. Betty Johnson---------- CHIPS XL
59. Ms. Irene Enger----------$50.00 Lg
60. Dr. Alfred McNair----------$250.00
61. Order Of The Purple Heart----------$30.00 (Hamburgers)
62. Auto Air Of Gautier----------$10.00
63. Geraldine Megee----------$25.00 (Chips) XL
64. Bertha Sherrod----------$25.00(Chips) 3X
65. Linda Walley----------$25.00(Chips 3X
66. Alice Powell----------(hot dogs) XL
67. Dorothy Burkes----------$25.00m LG
68. Hortense E. Agee----------$25.000 XL
69. Mary Ann Stewart----------$25 (Chips)2X
70. Joyce Cannon----------$25 (Chips)XL
71. Pricilla Woodson----------Volunteer
72. Larry Norwood----------Volunteer
73. Billy Booth----------$20.00
74. Kim Flynn----------$25.00
75. Charles &Penny Haynes----------$25.00
76. M.P. Hunter Chap. 17 DAV----------$100.00
77. Poppa Johns Pizza----------20 pizzas
78. Dominos Pizza----------4 pizzas
79. FRED'S dollar Store----------Gift Card
80. The Shed----------(2) 50.00 gift Cards
81. Providence Baptist Church----------Pop Corn Station
82. First Baptist Church Of Gautier----------Water Station
83. New Era Baptist Church----------Water Station

84. First Baptist Missionary Church, Moss Point----$300.00
85. Marshall's Funeral Home----------$50.00
86. Bull Dog Diner----------Hot Dogs &Buns
87. Suburban Extended stay----------Hotel Room
88. Port City Cab & Sedan----------Limo Service
89. Mallette Bros Construction----------$200.00
90. Keesler Federal Credit union----------$500.00
91. Ingalls Shipbuilding----------$500.00
92. Peoples Bank, Gautier----------$100.00
93. First Federal----------$100.00
94. Eugene and Leona Wolf----------$100.00

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

ORDER NUMBER 172-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the revised Master Service Agreement and Services Schedules with Arista Information Systems for bill printing and mailing and for electronic bill presentment is hereby approved.

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

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

AYES: **Gordon Gollott**
Mary Martin
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 5, 2014.

CITY OF GAUTIER

To: Gautier Honorable Mayor and City Council

From: Samantha D. Abell, City Manager

Date: July 31, 2014

Subject: Consideration of a Revised Master Service Agreement and Service Schedules with Arista Information Systems for Bill Printing and Mailing and for Electronic Bill Presentment

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REQUEST:

The City Council shall consider for approval a revised Master Service Agreement and Service Schedules for the purposes of providing more convenience and billing options to utility customers. The agreement was first approved October 2012. The revised agreement offers more options to customers including e-billing and a user-friendly online system.

The city attorney has reviewed the agreement and deems it legally sufficient.

BACKGROUND:

The City of Gautier contracts with Arista Information Systems to offer the convenience of electronic bill presentment and payment service (on-line bill payment) through a secure, PCI compliant, custom-branded website hosted by Arista Information Systems, Inc. ("Arista"), and administered by the City of Gautier ("Client"). The agreement is attached.

DISCUSSION:

The website's online payment system will:

- Provide customers the convenience of viewing a PDF image of their actual bill and paying their bills 24 X 7 via credit/debit card and e-check.
- Provide customers the convenience of using all four major credit cards including AMEX and Discover for payments.
- Provide citizens the cost effective option of paying via e-check in lieu of credit card.

- Provide customers the convenience of storing their Credit/Debit Card and checking information in a PCI compliant secure private profile.

- Provide customers PDF images of their actual bill statements that can be viewed, printed or e-mailed.

- Provide the option to customers to receive e-bills in lieu of a paper bill and eliminate the postage of mailing bills

- Mitigate financial risk by assuring compliance with *Payment Card Industry Data Security Standard (PCI DSS) Requirements and Security Assessment Procedures*

The benefits of the revised agreement include increased utilization of the on-line payment option because of user friendliness and e-check option; and reduced bill printing and postage costs for those customers that utilize the e-bill option and stop the paper bill; and integrated bill printing, on-line bill presentment and payment and e-bill services; and simplicity of dealing with one vendor. The revised agreement is a 15% reduction in the cost to the city due to improved effectiveness.

CONCLUSION AND RECOMMENDATION:

The city manager respectfully requests that the City Council approve the revised agreement.

The Council may:

1. Approve the Master Service Agreement and Service Schedules
2. Not approve the Master Service Agreement and Service Schedules

ATTACHMENTS:

Services Agreement Dated _____

Bill Printing and Mailing Service Schedule

Third Party Payment Processing Service Schedule

Arista
Master Services Agreement

This Master Services Agreement ("MSA"), dated as of the 6th day of August, 2014, by and between **Arista Information Systems, Inc. ("Arista")**, a Mississippi corporation, and the City of Gautier ("**Customer**"), a Mississippi municipality, (Arista and Customer, each a "Party" and jointly the "Parties").

WHEREAS, Arista wishes to provide, and Customer wishes to acquire, products and services as described herein;

NOW THEREFORE, in consideration of these mutual premises and benefits and for good and valuable consideration, the sufficiency of which is herein acknowledged, the Parties hereto agree as follows:

1. <u>Services to be Provided</u>.

This MSA sets forth the terms and conditions upon which Arista agrees to provide and Customer agrees to purchase such services as shall be specified in one or more Service Schedules that Arista and Customer shall choose to enter into from time to time. Each such Service Schedule is hereby incorporated into and made a part of this MSA by reference as fully as if set forth herein.

2. <u>Term and Termination</u>.

(a) The term of this MSA shall commence upon the later of (i) the last date on which either Arista or Customer executes this MSA or (ii) the effective date of any Service Schedule hereunder executed by Arista and Customer.

(b) This MSA shall terminate upon the termination of all Service Schedules executed by Arista and Customer subject to this MSA.

(c) Arista may terminate this MSA and any related Service Schedule upon five (5) days' prior written notice to Customer in case of the occurrence of any of the following events (each an "Event of Default"):

(i) A material adverse change in the business, financial condition, business procedures, products or services of Customer; or

(ii) A sale of all or a substantial portion of Customer's assets; or

(iii) Customer commences a voluntary case under the Bankruptcy Code (Title 11 of the United States Code); files a petition seeking to take advantage of any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or entry into an arrangement for adjustment of debts; consents to or fails to contest in a timely and appropriate manner any petition filed against it in an involuntary case under such bankruptcy laws or other laws; generally becomes unable to pay its debts or trade obligations as they become due; makes a general assignment for the benefit of creditors; or takes any corporate action for the purpose of authorizing any of the foregoing; or

(iv) Commencement of a case or other proceeding against Customer in any court of competent jurisdiction seeking relief under the Bankruptcy Code or under any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or adjustment of debts, or the appointment of a trustee, receiver, custodian, liquidator or the like of Customer; or

(v) Customer defaults in any material respect in the performance or observance of any term, covenant, condition or agreement contained in this MSA or any related Service Schedule.

Upon the occurrence of any such Event of Default, all amounts payable hereunder by Customer to Arista shall be due and payable on demand.

(d) After termination or expiration of this MSA or any related Service Schedule for any reason whatsoever, Customer shall continue to bear total responsibility for all fees, credits and adjustments resulting from transactions processed pursuant to this MSA.

3. Pricing/Invoicing.

(a) The prices for any products and services are set forth in the applicable Service Schedule.

(b) Any sales and use taxes, and any other similar taxes applicable to any production, sale, use, storage, delivery or transportation of products and services provided by Arista shall be calculated by Arista and included in Customer's monthly statement to be paid by Customer.

(c) Arista will send a statement of the compensation due it under this MSA and any related Service Schedule by the fifteenth (15th) day of each month, and Customer shall make payment within ten (10) days after receipt of the statement.

(d) A late payment charge of 1.5% per month, compounded monthly, shall apply to any payment or reimbursement due from Customer that is in arrears for a period of thirty (30) days or more from the date such payment first became due.

4. Parties' Data /Proprietary Rights.

(a) All data furnished to Arista or its agent by Customer pursuant to this MSA and any related Service Schedule shall at all times remain the property of the Customer. Arista shall have the right to copy and retain all such data and materials for its files as it deems necessary for emergency backup and internal processing use.

(b) Customer shall use its best efforts to assure the accuracy and adequacy of all data and other items provided to Arista, and for all results obtained therefrom. Arista shall not be responsible for errors or omissions resulting from any inaccuracy or defect in any data or materials supplied by its agents or by third parties. Customer shall pay Arista, at rates specified in the applicable Service

Schedule, or at Arista's then prevailing rates if not specified in such Service Schedule, for any processing reruns or other additional work performed by Arista due to Customer data or materials which are incorrect or incomplete.

(c) Arista agrees to deny unauthorized access to and take reasonable steps to protect the confidentiality of Customer's data and materials and any resultant output that is designated as confidential by Customer. Notwithstanding the foregoing, Arista may provide such information as Arista deems reasonably necessary to any third parties, including its affiliates, who may provide any of the products or services under this MSA and any related Service Schedule, provided such third party agrees to keep such confidential data and material confidential.

(d) All information, programs, software, artwork, films, molds, plates, dyes, negatives, positives and all other items, machinery or materials furnished, developed or created by Arista, its contractors, subcontractors, affiliates or agents in providing the products and services under this MSA and any related Service Schedule, and all operating manuals related thereto shall remain Arista's exclusive property.

(e) Customer agrees that Arista has a proprietary interest in the services and that establishing services may require information which is or should reasonably be understood to be confidential or proprietary to Arista to be exchanged between Customer and Arista relating to computer hardware systems, software systems, communications systems, data security systems, passwords, data formats, or other technological or procedural information. As a condition for Arista to provide such information to Customer relating to a service, Customer agrees that it shall: (1) keep such confidential information confidential to the extent permitted by law; (2) implement commercially reasonable procedures to maintain its confidentiality; (3) use it only for the purposes for which it was disclosed; and (4) not disclose such information to any party other than those for whom the receipt of the Confidential Information is necessary for the establishment and ongoing provision of the service to the extent permitted by law. Customer shall ensure that its affiliates, employees, directors, officer's agents or representatives maintain the confidentiality of the such confidential information to the extent permitted by law. If Customer ceases to use any service, Customer shall return to Arista all related confidential information it has received.

(f) Neither Party shall be required to keep confidential any information or data which is or becomes publicly available, is already known or is independently developed by such Party outside the scope of this MSA and any related Service Schedule, or is rightfully obtained by third parties.

(g) The Parties agree that if any of the provisions of this Section 4 are breached, or threatened to be breached, a remedy at law may be inadequate and, therefore, without limiting any other remedy available at law or in equity, an injunction, specific performance or other forms of equitable relief or any combination thereof shall be available to the non-breaching Party. The non-breaching Party also shall be entitled to recover such damages as allowed under Ms. Law.

5. <u>Warranties</u>.

(a) Upon written request of Customer, Arista shall pursue with reasonable diligence a claim

for breach of, or at Arista's option shall assign and transfer to Customer, any warranty available to Arista from manufacturers or third-party vendors for products supplied to Customers under the terms of this MSA or any related Service Schedule.

(b) Arista shall use reasonable care in processing all data and materials submitted to it and in performing and providing the services set forth in this MSA and any related Service Schedule. Data and materials shall be processed in accordance with commercially reasonable data processing procedures. If computer services are interrupted or delayed for any reason, Arista will resume the computer services as soon as reasonably practical.

(c) THE FOREGOING COMPRISES CUSTOMER'S SOLE AND ENTIRE WARRANTY. THIS MSA AND ANY RELATED SERVICE SCHEDULE ARE SERVICE AGREEMENTS AND TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW.

(d) CUSTOMER AGREES THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY EMPLOYEE OR REPRESENTATIVE OF ARISTA OR ITS AFFILIATES SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS MSA OR ANY SERVICES TO BE PERFORMED PURSUANT TO ANY RELATED SERVICE SCHEDULE.

6. Limitation of Liabilities.

(a) Arista undertakes to perform only such duties as are expressly set forth in this MSA and any related Service Schedule, and Arista shall not be bound by any agreement or document between Customer and any other parties to which Arista is not a signatory, whether or not Arista has knowledge thereof. Notwithstanding any other provision of this MSA and any related Service Schedule, it is agreed by the Parties hereto that Arista shall not be liable for any action taken by it or any of its directors, officers, affiliates, agents or employees substantially in accordance with this MSA and any related Service Schedule, including, without limitation, any action so taken at the request of Customer, except for Arista's or such person's own gross negligence or willful misconduct. Accordingly, Arista shall not incur any such liability with respect to any action taken or omitted to be taken in reliance upon any documents, including any written notice or instructions provided for in this MSA or any related Service Schedule, not only as to its due execution and to the validity and effectiveness of its provision, but also as to the truth and accuracy of any information contained therein, which Arista shall in good faith believe to be genuine, to have been signed or presented by the proper person or persons, and to conform with the provisions of this MSA and any related Service Schedule.

(b) In the event errors or deficiencies in completed work result from Arista's performance under this MSA or any related Service Schedule, Arista will correct such errors or deficiencies for which Arista receives timely notice from Customer, but Arista's obligations shall be limited to correcting such errors or deficiencies. Where correction is impossible or impractical, Customer shall be entitled to a refund for that portion of the computer services or products which contain such errors or deficiencies caused by Arista's performance.

7. Change of Procedures Due to Third Parties. Customer recognizes that in order for Arista to provide certain services to and for Customer, Arista must obtain services from third parties, including Arista's affiliates, related to such services, and in doing so must comply with the procedures imposed on Arista by such parties, including any entity formed to administer and promote credit or debit cards, including without limitation MasterCard International, Incorporated, Visa U.S.A., Inc. and Visa International and with all policies, procedures, operating rules, agreements or federal or state laws and regulations applicable to e-check Transactions, including the rules and operating guidelines of the National Automated Clearing House Association. Customer acknowledges and agrees that Arista, as a result of revisions to such third party procedures, from time to time will be required to change those procedures applicable to Customer or to impose new procedures, including but not limited to procedures related to security, processing of transactions, and features and use of the services. In addition, Arista may be required to modify, amend or terminate procedures, conditions, features or requirements regarding the services or the processing of transactions in order to comply with the requirements of applicable laws, regulations, or government policies. Arista will endeavor to provide Customer with thirty (30) days' prior written notice of such changes in procedures, and those changes will be deemed incorporated into this MSA or applicable Service Schedule at the end of such period. In the event such prior notice cannot be given, Arista will endeavor to give Customer notice of such changes in procedures as soon as reasonably practicable.

8. Force Majeure. Neither Party shall be deemed in breach of this MSA or any related Service Schedule to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, act of government, shortages of materials or supplies or any other cause beyond the control of such Party ("Force Majeure"), provided that such Party gives the other Party written notice of such Force Majeure promptly and, in any event, within fifteen (15) days of discovery thereof and uses its best efforts to cure the delay. In the event of such Force Majeure, the time for performance or cure shall be extended for a period equal to the duration of the Force Majeure but not in excess of three (3) months.

9. Equal Opportunity Clause. This MSA and any related Service Schedule hereby incorporates the equal opportunity clause, Section 60-1.4, and the affirmative action clause for handicapped workers, Section 60-741.4, pursuant to Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Assistance Act of 1974, 38 U.S.C. 4212, and implementing regulations.

10. General Contract Provisions.

(a) Authority. Each Party warrants and represents to the other that: (i) it has the power and authority to execute, deliver and perform this MSA and (ii) the person executing this MSA on behalf of it is an officer or authorized individual authorized to bind the Party with respect to its obligations hereunder.

(b) Construction. This MSA and any related Service Schedule is an agreement between Parties who are experienced in sophisticated and complex matters similar to the transactions contemplated by this MSA and related Service Schedule, is entered into by both Parties in reliance

upon the economic and legal bargains contained herein, and shall be interpreted and construed in a fair and impartial manner without regard to such factors as the Party which prepared the instrument or drafted any portion thereof, the relative bargaining powers of the Parties, or the domicile of any Party.

(c) Publicity. Customer consents to the public use of its name as a customer of Arista.

(d) Governing Law. This MSA and any related Service Schedule shall be governed by the laws of the State of Mississippi (and overriding federal law) (regardless of the laws that might be applicable under principles of conflict of laws) as to all matters pertaining hereto, including, but not limited to, matters of validity, construction, effect, and performance. Any controversy or claim related to this MSA or any related Service Schedule but not subject to arbitration pursuant to Section 11 shall be resolved in the courts of the State of Mississippi. Each of the Parties hereto hereby submits to the personal jurisdiction of the courts of the State of Mississippi for purposes of any court action filed in connection with this MSA and any related Service Schedule, and any such action filed in any other court may be forthwith removed to the courts of the State of Mississippi by any party to such action.

(e) Waiver. No consent or waiver, express or implied, by either Party to or of any breach or default by the other shall be deemed or construed to be a consent to or waiver of any other breach or default under this MSA or any related Service Schedule. Failure on the part of any Party hereto to complain of any act or failure to act of the other Party or to declare the other Party in default, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such Party under this MSA or any related Service Schedule.

(f) Captions. The captions used for the paragraphs in this MSA and any related Service Schedule are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the intent of this MSA or any related Service Schedule or any section hereof.

(g) Entire Agreement. This MSA and any related Service Schedule constitutes the entire agreement between the Parties hereto with respect to the matters covered thereby. All prior negotiations, representations and agreements with respect thereto not incorporated in this MSA and any related Service Schedule are hereby canceled.

(h) Appendices. Each and every Appendix attached to any related Service Schedule is hereby incorporated into and made a part of this MSA and such applicable Service Schedule by reference as fully as if set forth herein.

(i) Amendments. This MSA and any related Service Schedule may be amended only by written agreement executed by all Parties hereto.

(j) Counterparts. This MSA and any related Service Schedule may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

(k) Notice. Unless otherwise provided herein, communications provided for hereunder shall be in writing and shall be mailed, telecopied or delivered as follows:

If to Arista:

Arista
Attention: Michael Thompson
100 Ashford Center North
Suite 500
Atlanta, Georgia 30338-4865
Telephone Number: (770) 414-8400
Telecopy Number: (770) 414-1122

If to Customer:

Samantha D. Abell
City Manager
City of Gautier
3330 Highway 90
Gautier, Mississippi 39553
Telephone Number: 228-497-8017

or as to either Party, at such address as shall be designated by such Party in a written notice to the other Party. All such notices and other communications shall be effective (i) if mailed, when received as evidenced by return receipt; (ii) if telecopied, when successfully transmitted; or (iii) if hand delivered, when delivered.

(l) Assignment. Neither this MSA nor any related Service Schedule may be assigned, in whole or in part, by Customer without Arista's express, written consent. Any purported assignment by Customer without such consent shall be without legal effect.

(m) Severability. If any one or more provisions in this MSA or any related Service Schedule shall be held to be invalid, illegal, void or unenforceable in any respect (i) such provision or provisions shall be given force to the fullest possible extent that can be valid, legal and enforceable, (ii) such invalidity, illegality, or unenforceability shall not affect any other provision of this MSA and any related Service Schedule, and (iii) to the extent that the intent, rights, and obligations of the Parties hereto are not materially altered, either a legal and enforceable provision shall be substituted for the one that most clearly carries into effect the intention of the original invalid or unenforceable provision or this MSA and any related Service Schedule shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(n) Relationship of the Parties. Nothing in this MSA or any related Service Schedule shall be construed as creating a partnership or joint venture of any kind between the Parties or as constituting either Party as the agent of the other Party. Neither Party has the authority or power to bind the other Party or to contract in the name of or create a liability against the other Party in any way or for any purpose

(o) Performance by Arista's Affiliate. Any request, obligation or action which Arista may be required or permitted to perform pursuant to this MSA and any related Service Schedule may be performed by one of Arista's affiliates on Arista's behalf, in which case such request, obligation or action performed by Arista's affiliate shall have the full effect under this MSA and any related Service Schedule as if it had been performed by Arista.

(p) Survival. All obligations arising before this Agreement or any related Service Schedule is terminated and all provisions allocating responsibility or liability between Arista and Customer shall survive such termination and not be prejudiced by the termination of this Agreement or related Service Schedule.

(q) Further Assurances. The Parties covenant and agree to execute such additional commercially reasonable agreements as may be reasonably necessary to effect the rights and obligations provided in this MSA and any related Service Schedule.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have executed under seal this Master Services Agreement by and through their daily authorized representatives.

ARISTA:

By: _____

Title: _____

Attest: _____

Title: _____

(Corporate Seal)

CUSTOMER:

By: _____

Title: _____

Attest: _____

Title: _____

(Corporate Seal)

Arista
Bill Printing and Mailing
Service Schedule

This Bill Printing and Mailing Service Schedule (the "BP&M Service Schedule" or "Agreement") is entered into by and between Arista Information Systems, Inc. ("Arista") and City of Gautier ("Customer), (Arista and Customer each a "Party" and jointly the "Parties"). Arista and Customer agree that, upon the terms and conditions of this Agreement (including its Appendices A, B, C, and, if applicable, D, all of which are hereby incorporated into and made a part of this Agreement by reference as fully as if set forth herein) and of that certain Master Services Agreement ("MSA") executed by the Parties, Arista will provide and Customer shall purchase the services described herein.

1. Products and Computer Services. Arista agrees to provide to Customer, and Customer agrees to purchase from Arista, those products and services set forth in the attached Statement of Work, designated as Appendix A. If the Parties desire to amend this Statement of Work, such amendment shall be binding on the Parties only if a revised Statement of Work is reduced to writing and signed by the Parties. Any additional services will be furnished by Arista subject to availability of facilities, personnel and services available to Arista, at standard rates in effect at the time, and in accordance with any applicable special terms agreed to in writing by the Parties. Notwithstanding any other provision in this Agreement, Customer agrees that the services described in this Agreement may, at Arista's discretion, be provided either directly by Arista or through subcontractors or other third parties. Customer agrees to recognize and cooperate with such third parties in facilitating the performance of Arista's obligations hereunder.

2. Completion Times. Arista will furnish and mail the completed product as described in Appendix A and provide any other products and computer services pursuant to the Delivery and Time Schedules set forth in Appendix B. If customer fails to provide correct and complete data in accordance with mutually agreed time schedules, Arista will promptly request the additional data and, after Arista has received such information, data or other items, (a) Arista shall reschedule and process Customer's work within the time limits provided in Appendix B, and (b) Customer agrees that the time schedules shall be extended as necessary for this purpose. Data will be deemed to have been timely submitted by Customer if received by Arista on or before the times set forth in Appendix B.

3. Term. This BP&M Service Schedule shall be effective on the latest date of acceptance and signing of the Agreement by either Party and shall continue for twenty-four (24) months from the date Arista first processes Customer's bills. Thereafter, this Agreement shall automatically renew for successive twelve (12) month periods unless written notice of termination is given by either Party not less than ninety (90) days prior to the anniversary date on which the termination is to be effective.

4. Pricing/Invoicing.

(a) The prices for products and services under this Agreement are set forth in Appendix B.

(b) Any sales and use taxes, and any other similar taxes applicable to the production, sale, use, storage, delivery or transportation of the products and services shall be calculated and paid by Customer.

(c) In addition to the prices set forth in Appendix B, Customer shall pay estimated postage costs prior to the mailing of Customer's customer invoices. Estimated postage costs shall be equal to Customer's actual postage costs for the preceding month. If in any given month Customer pays estimated postage in excess of the postage costs actually attributable to Customer, Arista shall apply such excess payment to Customer's postage costs for the subsequent month. Arista shall sort Customer's mail to obtain the most advantageous postage rates, and shall provide Customer with an accounting of all postage costs incurred.

(d) Shipment of products shall be F.O.B.

(e) In order to achieve volume discounts on custom form, envelopes and other preprinted material ordered on behalf of Customer, Arista may purchase up to a 6 month supply of these items in advance. In the event Customer terminates this contract or requests changes to these items, Customer shall be responsible for the cost incurred by Arista for the remaining inventories of such items.

5. Special Order Services. All services provided by Arista to Customer other than those identified in Appendix A shall be referred to herein as special order services and shall be provided as follows:

(a) If Customer shall desire special order services, Customer shall submit to Arista a written request which shall, with reasonable specificity, describe the services or changes desired by Customer. Arista and Customer shall, within a reasonable time thereafter, evaluate the request. Based on such evaluation, Arista will prepare specifications for the design, enhancement and implementation of the services described and specify an estimated number of working days after Customer’s acceptance in which the applications shall be completed.

(b) If the specifications prepared by Arista are acceptable to Customer, Customer shall indicate its acceptance in writing.

(c) Upon acceptance by Customer of the service specifications, Arista shall commence preparation and diligently pursue development of the product in accordance with such specifications and shall use its best efforts, consistent with changing and conflicting needs and demands of its Customers, to complete the same within the period estimated in the specifications.

For special order services, Arista shall be compensated as provided for in Appendices A, B, and C.

6. Special Stipulations. Any applicable terms in addition to those in this Agreement, including Appendices A, B and C, which are incorporated by reference as if fully set forth herein, and in the MSA between the Parties shall be outlined in Appendix D and signed by both Parties. The absence of a fully executed Schedule D shall mean one does not exist.

IN WITNESS WHEREOF, the Parties, intending to be legally bound by the terms and conditions contained herein and by the terms and conditions of their MSA, have executed this Bill Printing and Mailing Service Schedule to be effective on the last date indicated below.

ARISTA:

By: _____

Title: _____

Date: _____

CUSTOMER:

_____
Name

By: _____

Title: _____

Date: _____

Appendix A

Statement of Work – Printing and Mailing Services

1) Statement to be formatted based on Customer requirements.
2) Data will be received at Arista via electronic transfer initiated by Customer in a format agreed upon by both Parties.
3) All addresses will be passed through certified postal-coding software for CASS (Coding Accuracy Support System) certification and delivery point barcode for automated postage discount.
4) Statement materials included: **statement page, outside mailing envelope, courtesy-reply envelope.**
5) Processing, printing, collating, folding, inserting and mailing.
6) Preparation and delivery to USPS in automation stream.

Statement of Work – PDF Services for Printing and Mailing Customers
OPTIONAL SERVICE

1) Data used will be the same data as provided for Printing and Mailing Services.
2) A PDF image of the exact statement that is printed and mailed will be created.
3) PDF images are available for the Customer to view, print, and download.

Statement of Work – Electronic Bill Presentment
OPTIONAL SERVICE

1) Arista will provide a hosted website to the Customer to facilitate the electronic presentment of Customer's statements to Customer's End Users.
2) The electronic bill statement, available through the website, is to be formatted based on Customer requirements.
3) The data received at Arista to be used to generate the electronic statement will be initiated by the Customer in a format agreed upon by both Parties.
4) Customer may suppress a paper bill for viewing electronically by the End User on the Bill Presentment website.
5) The Arista Electronic Bill Presentment Website shall, as agreed between the Parties:
    a. Allow the Customer's End User to view a bill statement.
    b. Allow the Customer's End User to view an e-bill.
    c. Allow the Customer's End User to pay a statement via a credit/debit card or electronic check through the website. (If Customer elects to allow such payments, Customer must also execute the Arista Third Party Payment Processing Service Schedule.)

Appendix B

Time Schedule and Pricing

Customer must provide a delivery schedule of data thirty (30) days in advance. Data received promptly will be mailed within 24 hours. *If data is not delivered by Customer promptly or if incorrect data is received by Arista, data will be reprocessed in accordance with agreement within 48 hours after receipt by Arista.*

SERVICES: **UNIT PRICE:**

Processing, printing, collating, folding, inserting, and preparation and delivery to USPS in automation stream

1)	Highlight Color ……	$0.11
	Delinquent Notices (Highlight or Non-Highlight) ……..	$0.11
2)	Cost of additional page ……	$0.06
3)	Additional cost of duplex page ……	$0.035
4)	Additional cost if "pre-printed form" …….	$0.01
5)	Checks …….	$0.15
6)	Additional Inserts ……	$0.01
7)	Postage ……	Cost
8)	Minimum Monthly Charge ……	$500.00
9)	Programming Charge ……	150.00/hour
10)	Initial Set up Fee ……	Waived (With 24 month agreement)
11)	Additional charges for regular or delinquent files under 500 pieces …….	$ 10.00
12)	Suppression of Paper Bill (Electronic Bill) ……	$0.04

Prices do not include postage. Postage to be supplied at cost with an estimated amount billed in advance. All qualified mailable pieces will be coded for maximum discount.

Above pricing includes the price for forms, outside envelope, and return envelope, all of which will be billed to Customer at cost. Arista reserves the right to change this pricing during the term of the Agreement to reflect changes in Arista's costs.

New services or products will be added from time to time to a published price list which will be provided to Customer and become part of this Schedule.

PRICING FOR PDF SERVICES: (Optional) **UNIT PRICE:**

1)	Monthly Charge ……..	$50.00
2)	Per Image Charge ……	$ 0.01

Appendix C

Schedule of Charges for Special Order Services

Pricing for services of this nature will be made by quotation.

Minimum Hourly Programming Rate …… $ 150.00 Per Hour

Appendix D

Special Stipulations

[Unless this Appendix D is executed by both Parties, there are no special stipulations concerning this BP&M Service Schedule.]

ARISTA:

By: _____

Title: _____

Date: _____

CUSTOMER:

_____
Name

By: _____

Title: _____

Date: _____

Arista
Third Party Payment Processing
Service Schedule

This Third Party Payment Processing Service Schedule (the "TPPP Service Schedule" or "Agreement") is entered into by and between Arista Information Systems, Inc. ("Arista") and the City of Gautier (Customer), (Arista and Customer each a "Party" and jointly the "Parties"). Arista and Customer agree that, upon the terms and conditions of this Agreement (including its Appendices A, B, C and D, which are hereby incorporated into and made a part of this Agreement by reference as fully as if set forth herein) and of that certain Master Services Agreement ("MSA") executed by the Parties, Arista will provide and Customer shall purchase the following services in connection with the acceptance by Customer of credit card and/or e-check payments by its customers ("End Users"):

- Acting in the capacity of a third party credit card processor as the merchant and necessary intermediary in credit card and e-check Transaction processing;
- Validating credit card numbers and expiration dates and e-check routing numbers;
- Obtaining authorization from the credit card issuer and e-check authorization site;
- Providing confirmation to the End User at the end of the payment Transaction; and
- Transmitting payment information to Customer

(collectively the "Services").

1. Credit Card Convenience Fees. Customer acknowledges that it has been informed of the following available options concerning the application of Credit Card Convenience Fees and selects the option checked below:

☒ Option A. Customer seeks to have Arista charge a Credit Card Convenience Fee to Customer's End Users on all Credit Card Transactions processed by Arista for Customer. Customers selecting this option are not billed for any Credit Card Transaction costs originating on the SEDC Payment Gateway, except to the extent the Customer chooses to subsidize such charges as described in Section 1.1 below and in Appendix B.

OR

☐ Option B. Customer elects to charge its own convenience fee in connection with End User Credit Card Transactions. Customer will continue to be invoiced by Arista for Credit Card Transaction Fees as specified in Appendix C

OR

☐ Option C. Customer elects not to charge any convenience fee to End Users for credit card Transactions and elects not to have Arista charge such a convenience fee to Customer's End Users. Customer will continue to be invoiced by Arista for Credit Card Transaction Fees as specified in Appendix C.

1.1 If Customer has selected Option A, Customer acknowledges that it has been informed of the pricing structures available in connection with Arista charging a Credit Card Convenience Fee to Customer's End Users, as set forth in Appendix B, and selects the option checked below:

☐ Option A.1 Customer agrees that Arista shall charge a percentage based fee, and agrees that percentage shall be _____.

OR

☒ Option A.2 Customer agrees that Arista shall charge a flat fee with a ceiling, and selects the following flat fee/ceiling: $1.95 for transactions up to $100, $2.95 for $101-$200, $3.95 for $201-$300 and $4.95 for $301-$400.

Customer further acknowledges that it has been informed of its ability to subsidize a portion of the Credit Card Convenience Fees for its End Users, as explained in Appendix B, and selects the option checked below:

☐ Customer agrees that the full amount of the applicable Credit Card Convenience Fee will be paid by its End Users.

OR

☐ Customer chooses to subsidize part of the Credit Card Convenience Fee as follows:

☐ If Customer has chosen Option A.1, Customer agrees that it shall subsidize ___% of the Credit Card Convenience Fee, with the remainder paid by the End User. The monthly amount billed to the Customer for the subsidy will be calculated by multiplying the total dollar amount of Credit Card Transactions times the subsidy percentage.

☐ If Customer has chosen Option A.2, Customer agrees that it shall subsidize $_____ of the Credit Card Convenience Fee, with the remainder paid by the End User. The monthly amount billed to the Customer for the subsidy shall be calculated by multiplying the total number of Credit Card Transactions times the subsidy dollar amount.

2. E-Check Convenience Fees. Customer acknowledges that it has been informed of the available options concerning the application of E-Check Convenience Fees, as set forth in Appendix A, and selects the option checked below:

☒ Option D. Customer seeks to have Arista charge an E-Check Convenience Fee to Customer's End Users on all E-Check Transactions processed by Arista for Customer. Customers selecting this option are not billed for any E-Check Transaction costs originating on the SEDC Payment Gateway, except to the extent the Customer chooses to subsidize such charges as described in Section 2.1 below and in Appendix B.

OR

☐ Option E. Customer elects to charge its own convenience fee in connection with End User E-Check Transactions. Customer will continue to be invoiced by Arista for E-Check Transaction Fees as specified in Appendix C.

OR

☐ Option F. Customer elects not to charge any convenience fee to End Users for E-Check Transactions and elects not to have Arista charge such a convenience fee to Customer's End Users. Customer will continue to be invoiced by Arista for E-Check transaction Fees as specified in Appendix C.

2.1 If Customer has selected Option D, Customer acknowledges that it has been informed of the pricing structure available in connection with Arista charging an E-Check Convenience Fee to Customer's End Users, as set forth in Appendix B, and agrees that Arista shall charge a flat fee in the amount of $1.00.

Customer further acknowledges that it has been informed of its ability to subsidize a portion of the E-Check Convenience Fees for its End Users, as explained in Appendix B, and selects the option checked below:

☒ Customer agrees that the full amount of the applicable E-check Convenience Fee will be paid by its End Users.

OR

☐ Customer shall subsidize $_____ of the E-Check Convenience Fee, with the remainder paid by the End User. The monthly amount billed to the Customer for the subsidy shall be calculated by multiplying the total number of E-Check Transactions times the subsidy dollar amount.

3. Definitions. For purposes of this Agreement, the following definitions shall apply unless the context clearly indicates otherwise. All capitalized terms used in this Agreement that are not defined in this Section shall have the definitions set forth elsewhere herein or in the MSA between the Parties.

(a) "Association" shall mean any entity formed to administer and promote credit or debit cards, including without limitation MasterCard International, Incorporated, Visa U.S.A., Inc. and Visa International.

(b) "Association Rules" shall mean the rules, regulations, releases, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by any Association.

(c) "Chargeback" shall mean the procedure by which a sales draft or other indicia of a Transaction is returned to Arista.

(d) "Convenience Fee" shall mean a charge by Arista to an End User for making either a Credit Card Transaction (a "Credit Card Convenience Fee") or an E-Check Transaction (an "E-Check Convenience Fee").

(e) "E-Check Rules" shall mean all policies, procedures, operating rules, agreements or federal or state laws and regulations applicable to e-check Transactions, including the rules and operating guidelines of the National Automated Clearing House Association.

(f) "End User" shall mean a customer of Customer that enters or has entered into one or more Transactions.

(g) "Operating Procedures" shall mean the then-current manual, if any, prepared by Arista containing operational procedures, instructions and other directives related to the Services and to Transactions.

(h) "SEDC" shall mean Southeastern Data Cooperative, Inc.

(i) "SEDC Payment Gateway" shall mean the Internet site maintained by SEDC on behalf of Arista on Customer's behalf and used by End Users to make payments to Customer through Transactions.

(j) "SEDC System" shall mean the SEDC third-party payment processing system.

(k) "Settlement Account" shall mean an account at a financial institution designated in writing by Customer as the account to be debited and credited by Arista for Transactions, fees, Chargebacks and other amounts due under the Agreement or in connection with the Agreement.

(l) "Transaction" shall mean the acceptance of a credit card payment (a "Credit Card Transaction") or of an e-check payment (an "E-Check Transaction") from an End User by Arista via the SEDC System on behalf of Customer.

4. Arista Services and Service Fees.

4.1 Services Available to Customer from Arista. Customer agrees that Arista will provide the following services (the "Services") to Customer in connection with Customer's acceptance of credit card and e-check payments from End Users pursuant to the SEDC System:

(a) Acting in the capacity of a third party credit card and e-check processor as the merchant and necessary intermediary in credit card and e-check transaction processing; and

(b) Validating credit card numbers and expiration dates and bank routing numbers; and

(c) Obtaining authorization from the credit card issuer and e-check authorization site; and

(d) Providing confirmation to the End User at the end of the payment transaction; and

(e) Transmitting payment information to Customer.

4.2 Service Fees Charged to Customer by Arista. Customer is responsible for all applicable service fees as set forth in Appendix A.

5. Convenience Fees Charged by Arista to End Users.

(a) If Customer has selected Option A and/or Option D, Customer agrees to allow Arista to charge the applicable Credit Card or E-Check Convenience Fee on all Transactions. The Convenience Fee (less any applicable subsidy by Customer) will be charged to any End User of Customer at the time an End User pays its bill with a credit card and/or e-check pursuant to the SEDC System, and the End User will be notified of the applicable Credit Card or E-Check Convenience Fee by the SEDC System immediately prior to making such a payment.

(b) End Users will be informed of the applicable Credit Card or E-Check Convenience Fee amount by Arista before the End User authorizes payment on the SEDC System. The Credit Card or E-Check Convenience Fee is in addition to any charges, including late fees or interest charges, that may be assessed by the credit card issuing bank. End Users will not be allowed to complete a Transaction until they agree to the total payment amount, including the Credit Card or E-Check Convenience Fee.

(c) Customer agrees that before implementation of the SEDC System Customer will make reasonable efforts to notify its End Users that End Users will be charged a Credit Card or E-Check Convenience Fee when they make a payment by credit card or e-check, as applicable. Customer shall use one or more of the following methods to achieve such notification, together with any additional methods Customer elects: (i) Customer's web site for End Users; (ii) Customer's newsletters; and (iii) bill statement inserts.

(d) The Credit Card or E-Check Convenience Fee pricing schedule and amount can only be changed by written agreement between Arista and Customer at six month intervals during the Term of the Agreement.

(e) The amount of Customer subsidization, if any, can be changed unilaterally by the Customer at no less six month intervals during the Term of the Agreement.

6. No Convenience Fee Charged by Arista to End Users. If Customer has selected Option B or Option C and/or Option E or Option F (or a Customer who has selected Option A or Option D nonetheless processes a Transaction without assessing the applicable Arista Convenience Fee), Customer shall be responsible to Arista for all applicable fees as set forth in Appendix C, and Customer recognizes and agrees that

Arista is not responsible for obtaining any convenience fee from Customer's End Users for the applicable Transactions..

7. Arista Fees and Invoices.

(a) All fees charged by Arista for the Services and related items will be set forth in an invoice sent to Customer by the fifteenth (15th) day of each month, with payment due within ten (10) days after Customer's receipt of the invoice. At Arista's election, any such fees may be set forth as a line item in invoices sent to Customer pursuant to separate existing agreements between Arista and Customer.

(b) The fees charged by Arista and the prices of all Services and related items provided to Customer may be modified from time to time by Arista upon thirty (30) days' prior written notification to Customer.

8. Transaction Procedures.

8.1 Settlement.

(a) Settlement Account. Customer's Transactions will be settled promptly, and Customer will receive payment of settlement funds in its Settlement Account through automated clearing house credit. Customer shall provide thirty days' prior written notice to Arista of any change in the location or account number of its Settlement Account.

(b) Transaction Settlement. All settlements for Transactions will be net of credits/refunds, adjustments, Chargebacks, and any other amounts due from Customer at the time of settlement. All credits to Customer's Settlement Account are provisional and are subject to, among other things, Chargebacks (including related losses of Arista and its Affiliates), fees and fines imposed by the Associations or other third parties. Customer agrees that Arista may debit or credit Customer's Settlement Account for any deficiencies, overages, fees and pending Chargebacks, or may deduct such amounts from settlement funds due to Customer. Alternatively, Arista may elect to invoice Customer for any such amounts.

8.2 Operating Procedures. The general procedures for transactions are set forth in Appendix D. From time to time Arista may provide more detailed Operating Procedures to Customer that govern the procedures for Transactions and Services. In the absence of such Operating Procedures, the provisions of this Agreement will govern such procedures. Customer agrees to follow all requirements of this Agreement or, as applicable, the Operating Procedures, in connection with Transactions and to comply with all applicable Association and E-Check Rules as Arista may communicate them to Customer from time to time.

8.3 Transaction Errors.

(a) Customer shall promptly notify Arista of any error or discrepancy in any Transaction upon receiving written or electronic documentation or

statements evidencing such Transactions. Customer agrees to provide Arista with all information Arista reasonably requests in connection with investigating any error or discrepancy.

(b) Customer and Arista agree that thirty (30) days is a reasonable period of time for Customer to notify Arista of errors and discrepancies unless any other applicable policy, procedure, operating rule, agreement or law provides for a shorter notification period, in which case such shorter period shall apply. If Customer fails to notify Arista in writing of any error or discrepancy within thirty (30) days, or within such shorter applicable period, after transmittal by Arista of the documentation or statement reflecting such error or discrepancy, Arista shall have no responsibility in assisting Customer with resolving such error or discrepancy with any third party.

9. Chargebacks and Third Party Charges.

9.1 Responsibility for Chargebacks. Customer shall be responsible for all Chargeback amounts, adjustments and related costs associated with Transactions, regardless of the reason for any such Chargeback amount. Arista may debit the actual or contingent Chargeback amount from Customer's settlement funds or from Customer's Settlement Account. In the event Customer obtains a reversal of any Chargeback, Arista will credit Customer's Settlement Account with the amount of such reversal.

9.2 Chargeback Adjustment. If Customer believes that any adjustment should be made with respect to a Chargeback, Arista shall not have any obligation to investigate or effect any such adjustments, but in its discretion may assist Customer in requesting an adjustment. Any voluntary efforts by Arista or its Affiliates to assist Customer in investigating such matters shall not create an obligation to continue such investigation, and neither Arista nor its Affiliates shall be liable for any failure to obtain an adjustment of any Chargeback.

9.3 Investigation. In the event Arista is required to respond to transaction documentation requests from an Association, financial institution or other entity in connection with Customer's request for adjustment of a Chargeback or a fine, penalty or fee, and Arista requests Customer for documentation, it is Customer's responsibility to respond to such request within five (5) days from the initial request.

9.4 Other Transactions. Customer is responsible for any fees for credit and debit card and e-check transactions not processed through the SEDC Payment Gateway with a SEDC convenience fee.

10. System Operations and Security Procedures.

10.1 System Operations. Except to the extent Arista or its Affiliates provide software or equipment to Customer pursuant to one or more separate agreements between the Parties, Customer at its own expense shall provide and maintain the equipment,

software, services and testing necessary to accomplish Transactions and to receive Transaction confirmations effectively and reliably.

10.2 Security Procedures. Each Party shall use commercially reasonable security procedures to ensure that all Transactions are authorized and to protect its business records and data from improper access. Customer agrees to comply with any security-related procedures required by Arista as such procedures may be revised from time to time.

11. Term and Termination.

11.1 Term. The initial term of this TPPP Service Schedule is twelve (12) months, commencing on the date that the SEDC System is installed and made operational for Customer. This Agreement will automatically renew for successive one (1) year terms unless either Party provides written notice of termination to the other Party at least ninety (90) days prior to the end of the then-current term. Any automatic renewal of this Agreement pursuant to this Section shall be made upon the then-existing terms and conditions, except that prices of all Services and related items provided to Customer shall be in accordance with Arista's then-current pricing schedule.

11.2 Termination. Either Party may terminate this Agreement upon ten (10) days' prior written notice in the event of the material breach of the Agreement by the other Party.

[Signatures are on the following page.]

IN WITNESS WHEREOF, the Parties, intending to be legally bound by the terms and conditions contained herein and by the terms and conditions of their MSA, have executed this Third Party Payment Processing Service Schedule to be effective on the last date indicated below.

ARISTA

By: _____
Title:_____

Date: _____

CUSTOMER:

_____
Name

By: _____
Title: _____

Date: _____

Appendix A
Arista Service Fees

1. Credit Card Merchant ID Set-up (one time)	Waived
2. Optional E-Check Set-up (one time)	Waived
3. Monthly EBP Service Fee	Waived
4. EBP PDF Image Fee	$0.01 per image*

*Waived if Customer pays Arista Print and Mail PDF Per Image Fee

5. Optional PDF Image Storage Fee (after 12th month)	$0.0001
6. Programming Charges (After Set-Up)	$150.00 per hour

Appendix B
Arista Convenience Fee Pricing

Customers choosing to have Arista charge a Credit Card or E-Check Convenience Fee to the Customer's End Users agree to implement one of the following pricing schedules as the mutually agreed upon Credit Card or E-Check Convenience Fee that will be charged to their End Users.

Option A.1
Percentage Based Credit Card Convenience Fee. Arista will charge Customer's End Users a percentage-based fee for each Credit Card Transaction.

Option A.2
Flat Credit Card Convenience Fee with a Ceiling. Arista will charge Customer's End Users a flat fee with a ceiling for each Credit Card Transaction.

Option D
Flat E-Check Convenience Fee. Arista will charge Customer's End Users a flat fee for each E-Check Transaction.

Subsidization

A Customer can either have End Users pay the full amount of the Credit Card or E-Check Convenience Fee, or a Customer can elect to subsidize a portion by agreeing to pay some amount of that Credit Card or E-Check Convenience Fee, in which case, the amount an End User must pay to make a Credit Card or E-Check Transaction will be reduced by the amount of the subsidy. A subsidy can be designed whether the Customer chose Option A.1, A.2, or D. For example:

- If a Customer has chosen Option A.1 with a 2.45% percentage based Credit Card Convenience Fee but elects to subsidize 1.00% of the fee, then an End User making a Credit Card Transaction will be charged a Credit Card Convenience Fee of only 1.45% of the Transaction amount.

- If a Customer has chosen Option A.2 with a $4.93 flat fee and a $200.00 ceiling but elects to subsidize $2.00 of the fee, then an End User making a $150.00 Credit Card Transaction will be charged a Credit Card Convenience Fee of only $2.93.

- If Customer has chosen Option D with a $5.00 flat fee but elects to subsidize $2.00 of the fee, then an End User making an E-Check Transaction will be charged an E-Check Convenience Fee of only $3.00.

Change in Convenience Fee or Amount of Subsidization
Once Customer has chosen Option A.1, A.2 or D, Customer only can change it at six (6) month intervals and with Arista's agreement, but the Customer can change any subsidy at six (6) month intervals at its sole discretion.

Appendix C
Transaction Fees

Credit Card Transaction Fees

1. **Assessment Fee** (amount charged by credit card associations) is passed through to the Customer.

2. **Interchange Fee** (amount charged by issuing banks) is passed through to the Customer.

3. **Processing Fee** is charged to the Customer based on monthly dollar volume and number of Credit Card Transactions as listed below:

Tier 5	$ 1,500,000	$ Volume	0.06%
Tier 5	7000	# of Trans	$0.30
Tier 4	$ 600,000	$ Volume	0.11%
Tier 4	2500	# of Trans	$0.15
Tier 3	$ 400,000	$ Volume	0.16%
Tier 3	1500	# of Trans	$0.20
Tier 2	$ 200,000	$ Volume	0.26%
Tier 2	750	# of Trans	$0.30
Tier 1	$0.00	$ Volume	0.41%
Tier 1	0	# of Trans	$0.35

E-Check Transaction Fees

E-Check Transaction Fee is charged to the Customer based on the monthly numbers of E-Check Transactions and of e-check returns as listed below:

Number of Transactions	Cost Per Transaction
0-999	$0.60
1000-1999	$0.50
2000 and up	$0.40
Minimum Transaction-based charge	$30.00

Number of E-Check Returns	Cost Per Return
0-29	$10.00
30-69	$8.00
70 and up	$5.00

Appendix D

PRICING AND PROCESS CREDIT CARD SERVICES

Credit cards processed pursuant to this Service Schedule will obtain authorizations through the processor as each End User enters valid credit card information into the application. Each night all approved credit card transactions automatically settle at the credit card processing center. Funds then clear into the master merchant account dedicated to this process. Arista will report to Customer the total dollar amount and total number of payments that settled on a given day. An ACH transaction will be set up to electronically deposit the credit card funds to the bank account specified by Customer.

Visa and MasterCard transactions will be deposited into Customer's bank account 2 bank days after the payment took place, and Discover and American Express transactions will be deposited in the bank account 3 bank days after the payment took place. All deposit dates and dollar amounts are specified in a Credit Card Daily Reconciliation Report Arista will provide to the Customer.

The exchange rates charged by the credit card associations vary depending on the type of credit card used, industry, and category of the card. For example, Visa cards use different rates than MasterCard, and both Visa and MasterCard have different categories structured for a particular transaction within a given industry. Arista or its affiliate has arranged to obtain these authorizations as a cost plus agreement. This means the actual interchange and assessment fee will be charged plus a fee. Appendix C sets forth the current fees. Customer's total exchange rates will be based on the "SIC" code for the applicable industry.

PRICING AND PROCESS E CHECK SERVICES

Electronic checks processed pursuant to this Service Schedule will obtain authorizations through the processor as each End User enters valid bank routing information into the application. Arista will settle these transactions on a periodic basis and clear the funds into a master bank account. Arista will report to the Customer the total dollar amount and total number of transactions that settled on a given day. An ACH transaction will be arranged to electronically deposit the e-check funds to the bank account specified by Customer.

E-Check transactions will be deposited into Customer's bank on the 3rd business day after the payment transaction takes place. All deposit dates and dollar amounts are specified in an E-Check Daily Reconciliation Report we will provide to Customer.

E-Check Returns will be provided to Customer in an E-Check Daily Return Report and will be debited from the Customer's bank account the next business day via an ACH transaction.

There is a $30.00 monthly minimum charge for use of the e-check application. This minimum does not include any return check charges.

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

ORDER NUMBER 173-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the engineering agreement with Goodwyn, Mills and Cawood, Inc. (GMC) to design and oversee the construction of drainage improvements primarily located in the College Park and De La Forest areas is hereby approved.

IT IS FURTHER ORDERED the total costs is $35,159.00 for design and construction oversight.

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

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

AYES: **Gordon Gollott**
Mary Martin
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 5, 2014.

Tricia Thigpen

From: Samantha Abell <sabell@gautier-ms.gov>
Sent: Friday, August 01, 2014 9:30 AM
To: tthigpen@gautier-ms.gov; crussell@gautier-ms.gov
Subject: FW: Revised Drainage Contract
Attachments: 2014 Hourly Rate and Fee Schedule.pdf; 140707_Scope of Services Phase 1.docx; GMC Responses_Engineering Agreement.docx; 140710_Revised Engineering Agreement.docx

Use the revised and make Josh's changes for my review.

From: Lawrence Wilson [mailto:lawrence.wilson@gmcnetwork.com]
Sent: Thursday, July 10, 2014 3:04 PM
To: Samantha D. Abell (sabell@gautier-ms.gov)
Subject: Revised Drainage Contract

Samantha,
Attached is the revised contract, scope, and fee schedule. I have tried to answer/address all of your comments. I know we will need to discuss a couple of items, so fill free to call me any time.

Lawrence A. Wilson PE
Civil Engineering
Tel 251.460.4006
Fax 251.460.4423
Cell 251.680.2241

lawrence.wilson@gmcnetwork.com
11 North Water St
Suite 15250
Mobile, Al 36602

GOODWYN | MILLS | CAWOOD
GMCNETWORK.COM

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AGREEMENT FOR ENGINEERING SERVICES
GMC PROJECT NO.

THIS AGREEMENT, made and entered into this __ day of_____, 2_____, by and between The City of Gautier, hereinafter referred to as the OWNER, and GOODWYN, MILLS & CAWOOD, INC., hereinafter referred to as the ENGINEER.

WHEREAS, the OWNER desires to have professional Engineering services and consultation performed relative to the preparation of plans and specifications for construction of Drainage System Clearing and Improvements, Phase 1, and Construction Inspection Services, hereinafter referred to as the Project, see attachment 1 for detailed scope.

WHEREAS, not having engaged any other engineers for the Project, OWNER desires to retain the ENGINEER as its sole and exclusive Engineering and consulting firm for the Project;

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the OWNER and ENGINEER do agree, each with the other, as follows:

ARTICLE 1. Basic Services.

Final Design Phase

1.1 On the basis of the accepted conceptual layout and the opinion of probable Project Cost, prepare for incorporation in the Contract Documents final maps that show the character and extent of the Project (hereinafter called "Drawings") and Specifications.

1.2 Provide technical criteria, written descriptions, and design data for OWNER's use in filing applications for permits and approvals typically required by law for similar projects.

1.3 Preparation of the following regulatory permit applications will be considered as part of Basic Services compensation: MDEQ Storm water Permits.

1.4 Advise OWNER of any adjustments to the latest opinion of probable Project Cost caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications. ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Project Cost prepared by ENGINEER.

1.5 Prepare for review and approval by OWNER, its legal counsel and other advisors, contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.6 Furnish copies of the above documents and present and review this in person with OWNER.

Bidding Phase

1.7 After the OWNER's acceptance of the plans and specifications as well as ENGINEER's most recent estimate of probable Project cost, and upon OWNER's authorization to proceed, ENGINEER shall proceed with performance of the services called for in the Bidding Phase. This phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase.

1.8 The ENGINEER will assist the OWNER in preparing the Contract Documents, the bid and any pre-qualification packages, and any necessary advertisements, in receiving bids and any pre-qualification applications for the Project, in conducting any pre-bid conferences and bid openings, and in making recommendations for qualifying contractors and awarding contracts for construction. For projects subject to the competitive bid law, the OWNER is responsible for the final determination of the lowest responsible and responsive bidder to whom a construction contract is awarded, shall obtain such legal counsel as necessary to make that determination.-

1.9 Issue addenda as appropriate to clarify, correct or change the bidding documents.

1.10 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.

1.11 Consult with and advise OWNER as the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.12 Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and assembling and awarding contracts for construction, materials, equipment and services.

Construction Phase

1.13 The ENGINEER will participate in a Pre-Construction Conference prior to commencement of Construction of the Project.

1.14 The ENGINEER will make recommendations to the OWNER as to the relative merits of materials and equipment.

1.15 The ENGINEER will check and approve any necessary shop and working drawings furnished by contractors.

1.16 The ENGINEER will interpret the plans and specifications to protect the original intent of the design as approved by the OWNER, and advise the contractor(s) accordingly. The ENGINEER will not, however, guarantee the performance of any contractor.

1.17 The ENGINEER will provide part-time Engineering observation of the work of the Contractor as construction progresses, including site visits (approximately 5-10 hours per week as needed) at intervals appropriate to the various stages of construction as are necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of contractor's work and to determine, in general, if such work is proceeding in accordance with the Contract Documents. The ENGINEER does not guarantee the performance of the Contractor by the ENGINEER's performance of such construction observation. The ENGINEER's undertaking hereunder shall not relieve the Contractor of his obligation to perform the work in conformity with the Contract Documents, including plans and specifications, and in a workmanlike manner; shall not make the ENGINEER an insurer of the contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner.

1.18 The ENGINEER shall have no responsibility for any Contractors' means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs or safety practices, nor shall ENGINEER have any authority or responsibility to stop or direct the work of any Contractor. However, ENGINEER shall have the authority to reject work which does not conform to the Contract Documents.

1.19 The ENGINEER will review and approve estimates for progress and final payments. Such recommendations of payments will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in its recommendation), and that payment of the amount recommended is due Contractor(s), but by recommending any payment, ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incident thereto or that ENGINEER has made an examination to ascertain how or for what purposes any Contractor has used the monies paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that Contractor(s)

have completed their work exactly in accordance with the Contract Documents.

1.20 The ENGINEER will make a final review of the completed improvements to assess compliance with the Contract Documents, including plans and specifications, and will make necessary recommendations to the OWNER.

1.21 The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to Contractor(s). If the Project involves more than one prime contract, Construction Phase services may be rendered at different times with respect to the separate contracts. Time extensions or time over runs on the construction contract will require an extension of the Engineering services for this phase along with an equitable adjustment to compensate ENGINEER for such additional services.

1.22 ENGINEER shall not be responsible for the acts or omissions of any Contractor or subcontractor, or any of the Contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site or otherwise performing any of the Contractor(s), work. ENGINEER shall not be responsible for the adequacy of the Contractor's safety program, safety supervision, or any safety measure which the Contractor takes or fails to take in, on, or near the project site.

1.23 Prepare and furnish to OWNER Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

ARTICLE 2. Additional Services

The following scope of services shall be considered additional work from the Basic Services outlined in Article 1.Unless the Additional Services are authorized in Article 4, Compensation, in this Agreement, then the OWNER and ENGINEER shall agree through a written amendment hereto, for the ENGINEER to furnish, or obtain from others, additional services of the types listed below. These services will be paid for by the OWNER as indicated in the Agreement.

2.1 Geotechnical Investigations and Report including but not limited to soil borings and physical testing of materials and equipment to be incorporated in the work and other such analysis or testing when necessary or deemed advisable by the ENGINEER for the design of the Project.

2.2 Geotechnical Materials testing services during construction, including but not limited to collection and testing of concrete cylinders, density testing of compacted soils, asphalt testing, laboratory tests of soils and materials.

2.3 Once the regulatory permits, including those outlined in Article 1, are submitted to the regulatory agencies, the ENGINEER will monitor the permitting process and all such time for tracking and monitoring and for re-submittal to an Agency who had lost the application, shall be considered as an Additional Service. Tracking and monitoring will consist of telephone calls, meeting with Agency personnel, and courier services.

2.4 Performing Storm water Permitting Services including preparation of MDEQ permits and BMP Plans and performing Storm water Inspection Services during Construction.

2.5 Performing survey work for preparation of easements and deeds, courthouse research, easement preparation and acquisition, research of legal documents, boundary surveys, and post construction services.

2.6 Performing survey work for engineering controls and construction staking costs, which include alignment, grade and benchmark control staking.

2.7 Preparation, submittal and tracking of permits required from the following agencies or any other regulatory agency, other than those specific permits listed in Article 1, Final Design Phase: US Fish & Wildlife Service, Mississippi Department of History and Archives, Soil Conservation Service, EPA, Corps of ENGINEERs, MDEQ, County Health Department. Performing environmental permitting and investigation work including but not limited to wetlands delineation, wetlands mitigation, and field and office work associated with assisting the OWNER in obtaining agency approvals.

2.8 Preparation of applications and supporting documents (in addition to those furnished under Article 1, if applicable) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.9 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.10 Services resulting from significant changes in the scope, extent, or character of the portions of the Services designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.

2.11 Providing renderings or models not defined as part of construction plans for OWNER's use.

2.12 Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for a Project; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.

2.13 Services during out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.

2.14 Additional survey, drafting and field work to prepare Record Drawings showing appropriate record information should the annotated record documents received from Contractor be insufficient for the preparation of the Record Drawings.

2.15 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, or other dispute resolution process related to the Project.

2.16 Assisting OWNER in consultations and discussions with Contractor concerning issues of warranty work required of the Contractor during the specified warranty period.

2.17 Preparation of Operations and maintenance manuals.

2.18 Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

2.19 Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

ARTICLE 3. Responsibilities of the OWNER

OWNER agrees to provide ENGINEER with complete information concerning the requirements of the project and to perform the following services:

3.1 The OWNER shall provide all criteria and complete information as to the OWNER's requirements for the Project and shall furnish all design and construction standards which the OWNER will require to be included in the Engineering plans, specifications, and operational narrative.

3.2 The OWNER will assist the ENGINEER by placing at the ENGINEER's disposal all available information pertinent to the Project.

3.3 Hold promptly all required meetings, serve all required notices, fulfill all requirements necessary in the development of the project, and pay all costs incidental thereto.

3.4 The OWNER shall arrange for access to and make all provisions for the ENGINEER to enter upon public and private property to perform surveying, testing and other data collection as required for ENGINEER to perform services under this Agreement. OWNER shall appoint and designate in writing a person to act as OWNER's site access representative for such purpose, and shall include contact information for the individual so designated.

3.5 Furnish ENGINEER with a 'copy of any design and construction standards he shall require ENGINEER to follow for the project.

3.6 Furnish ENGINEER with copies of all deeds, plats, property maps and other information necessary to the description and location of all easements and deeds needed for the project.

3.7 Designate, in writing, a single person to act as OWNER's Representative with respect to the work to be performed under this agreement. The person designated as Representative shall have complete authority to transmit instructions and to receive information with respect to the work covered by this agreement.

3.8 The OWNER shall provide such accounting, independent cost estimating as may be required for the Project. The OWNER shall also provide such legal services as the OWNER may require or the ENGINEER may reasonably request with regard to legal issues pertaining to the Project that must be resolved in order for the ENGINEER to carry out its obligations under this Agreement. It is expressly understood and agreed that the ENGINEER itself shall not furnish or render any legal opinions or legal interpretations as to matters of law or application of law.

3.9 The OWNER agrees to pay ENGINEER the Additional Services as may be required for the Project, as outlined in this agreement "as approved by council."

3.10 Be the Applicant for all permits and environmental clearances necessary to construct the Project and pay for any and all regulatory permitting and application fees.

3.11 Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings and Substantial Completion and final payment inspections. Routinely perform site visits to observe the progress and quality of the various aspects of contractor's work and to determine, in general, if such work is proceeding in accordance with the OWNER's requirements of the Project.

ARTICLE 4. Compensation

4.1 The OWNER agrees to pay to the ENGINEER the following fees which shall be paid in monthly installments as work progresses:

4.2 For the Design Phase and the Bidding Phase, the OWNER will pay ENGINEER a lump sum fee of **$10,000.00.**

4.3 For the Construction Phase, the OWNER will pay ENGINEER a lump sum fee of **$25,159.00.**

4.4 For Geotechnical Borings and Report during the Design Phase, the OWNER will pay ENGINEER a lump sum fee, which will be negotiated once the final scope of work is determined. A written amendment to this agreement will be made. The fees shall be paid in monthly installments as work progresses. **Not Anticipated** "as approved by council."

4.5 For Geotechnical Engineering and Materials Testing Services during the Construction Phase, the OWNER will pay ENGINEER a fee based upon the attached Geotechnical Rate & Fee Schedule. A cash allowance may be established in the Construction Contract at the discretion of the OWNER. The fees shall be paid in monthly installments as work progresses. **Not Anticipated**. "as approved by council."

4.6 For Storm water Permitting costs, which include permit and BMP preparation, permit transfer, permit

termination and monthly inspections, the OWNER will pay ENGINEER a fee based upon the attached GM&C Standard Rate & Fee Schedule and the fee will be included as a cash allowance in the construction contract. **Not Anticipated**. "as approved by council."

4.7 For easement and deed surveys and preparation, if needed, the OWNER will pay ENGINEER a fee based upon the attached GM&C Standard Rate & Fee Schedule. The fees shall be paid in monthly installments as work progresses. **Not Anticipated.** "as approved by council."

4.8 Omit.

4.9 For environmental and regulatory permitting in accordance with Article 2, the OWNER will pay ENGINEER a fee based upon the attached GM&C Standard Rate & Fee Schedule. The fees shall be paid in monthly installments as work progresses. **Not Anticipated**. "as approved by council."

4.10 For tracking and monitoring regulatory permit applications in accordance with Article 2, the OWNER will pay ENGINEER a fee based upon the attached GM&C Standard Rate & Fee Schedule. The fees shall be paid in monthly installments as work progresses. Not Anticipated. "as approved by council."

4.11 The OWNER may, from time to time, request changes in the scope of the services of the ENGINEER to be performed hereunder. Such changes, including any increase or decrease in the amount of ENGINEER's compensation, that are mutually agreed upon by the OWNER and the ENGINEER, shall be incorporated in written amendments to this Agreement. "as approved by council."

4.12 If the period of service for construction observation or for Engineering services during construction is extended due to time extensions or time overruns to the construction contract, compensation for these additional construction observation and Engineering services during the extended Period of Service shall be at the rates shown in the GM&C Standard Rate & Fee Schedule. The OWNER and ENGINEER will mutually agree upon the level of additional construction observation at the time of such occurrence. "as approved by council."

4.13 OWNER shall reimburse ENGINEER for all costs incurred for the OWNER's direct instruction to rebid the project at the rates shown in the GM&C Standard Rate & Fee Schedule. "as approved by council."

4.14 Compensation for services performed by ENGINEER's employees as witnesses giving testimony in any litigation, ~~arbitration~~ or administrative proceeding shall be paid by OWNER at a rate of two times the ENGINEER's standard hourly rates. Whenever ENGINEER's bill to OWNER includes charges for ENGINEER's consultants for such services, those charges shall be the amounts billed by ENGINEER's consultant to ENGINEER times a factor of two. "as approved by council."

4.15 Invoices are due and payable within 45 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 45 days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.5 per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

ARTICLE 5. Relationship of the Parties

5.1 The parties intend that this Agreement create an independent contractor relationship between them. The ENGINEER is a professional corporation and is not an agent or employee of OWNER for any purpose. The ENGINEER cannot and will not represent that he has the authority to bind OWNER in any contractual manner. Nevertheless, with regard to the bidding and construction phases, it is understood that ENGINEER may serve as the OWNER's representative with full authority to participate therein as designated in Article 1, above.

5.2 Neither party is to represent to others that the relationship between them is other than as stated above.

5.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the OWNER and the ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the OWNER and the

ENGINEER and not for the benefit of any other party.

5.4 The OWNER and the ENGINEER each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns (to the extent permitted by Paragraph 6.5 below) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrations, legal representatives and said assigns of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

5.5 Neither the OWNER nor the ENGINEER shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the ENGINEER from employing such independent professional associates, consultants, subcontractors, and vendors as the ENGINEER may deem appropriate to assist in the performance of services hereunder.

5.6 ENGINEER may employ such independent professional associates, consultants, subcontractors, and vendors as the ENGINEER may deem appropriate to assist in the performance or furnishing of services under this Agreement. ENGINEER shall not be required to employ any consultant unacceptable to ENGINEER.

ARTICLE 6. Ownership and Use of Project Documents

6.1 All documents are instruments of service in respect to the Services, and ENGINEER shall retain an ownership and proprietary property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Services are completed.

6.2 Copies of documents that may be relied on by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

6.3 OWNER may make and retain copies of documents for information and reference in connection with the services by OWNER. Such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the services or on any other project.

6.4 In the event of a discrepancy between the electronic files and the hard copies, the hard copies govern.

6.5 Any verification or adaptation of the documents for extensions of the services or for any other services will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

ARTICLE 7. Liability and Indemnity

7.1 The ENGINEER will not be responsible for delays, disruptions or obstacles attributable to acts of God, acts of third parties, weather, intervention of public authorities, work stoppages, changes in the applicable laws or regulations after the date of commencement of performance hereunder and any other acts or omissions or events which are beyond the control of the ENGINEER.

7.2 OWNER may not utilize ENGINEER's construction cost estimate after thirty calendar days from the date of delivery to OWNER without ENGINEER's written consent. Estimates of cost are made on the basis of the ENGINEER's experience, qualifications, and professional judgment, but since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee or warrant that proposals, bids or actual construction costs will not vary from estimates of probable costs prepared by ENGINEER. Approvals, recommendations, estimates and decisions by the ENGINEER are made on the basis of the ENGINEER's experience, qualifications, and professional judgment and are not to be construed as warranties or guarantees.

ARTICLE 8. Termination

8.1 This Agreement shall be subject to termination by either party hereto, with or without cause, upon twenty (20) days advance notice in writing. Payment due ENGINEER at such time shall be computed upon applicable terms of Article 4, the amount of work completed or in progress as of the termination date and ENGINEER's reasonable cost of winding down its services after termination.

ARTICLE 10. Miscellaneous

10.1 This Agreement represents the entire and integrated Agreement between the OWNER and ENGINEER and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may only be amended, supplemented or modified by written instrument executed by both the OWNER and the ENGINEER.

10.2 It is understood and agreed by the parties hereto, that if any part, term or provision of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining portion or portions of this Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

10.3 It is expressively understood and agreed that the indemnity and insurance obligations of this Agreement, as well as the ENGINEER's proprietary interest in its Engineering plans and specifications, shall survive the termination of this Agreement under Article 8 above as well as the completion of services under this Agreement.

10.4 This Agreement is to be governed by the laws of the State of Mississippi.
WHEREFORE, the undersigned, by their signatures, certify that they have carefully read this Agreement, understand the terms and conditions contained herein, have proper authority to execute this Agreement, and do so as their own free act:

OWNER:

City of Gautier, Mississippi

By:_____
Samantha D. Abell

Title: City Manager

Attest:

_____
(Name and Title)
Cynthia Russell, City Clerk

ENGINEER:

GOODWYN, MILLS & CAWOOD, INC.

By:_____

Title:_____

Attest:

_____
(Name and Title)

Councilman Jones made a motion to table Business Item #6 – Discussion of Recreation Advisory Committee's next tasks and responsibilities until work session. **Councilman Guillotte** seconded the motion and the vote unanimously carried.

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

ORDER NUMBER 174-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the professional services agreement with Goodwyn, Mills and Cawood, Inc. to provide plan review services as needed is hereby approved.

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

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

AYES: **Gordon Gollott**
Mary Martin
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 5, 2014.

July 31, 2014

Samantha Abell
City Manager
City of Gautier
Gautier, MS 39553

RE: PLANNING REVIEW

Dear Samantha:

GMC PLLC (GMC) sincerely appreciate the opportunity to present this proposal to provide Architectural and Engineering design review for commercial development projects within the City of Gautier, MS. GMC's plan review will be based on the cities latest adopted version of the International Codes, National Electrical Code, ADA Code and any appendices or modifications thereof.

GMC PLLC will provide written comments to deficiencies found for each discipline listed below and grade each discipline as pass or fail. If the applicant receives an initial grade of fail for one or more disciplines, resubmittal of revised drawings with responses to review comments shall be required.

GMC SCOPE OF SERVICES:
We propose to furnish the following services in association with the above referenced project:

- Site Plan Review (SWPPP, Utilities, Landscaping, Parking)
- Architectural Design Review
- Life Safety and Fire
- Structural Engineering Design Review
- HVAC Design Review
- Plumbing Design Review
- Electrical Engineering Design Review
- On site applicant review consultations

GMC PROPOSED PLAN REVIEW FEES:
The City of Gautier building permit fee is based on the estimated cost of construction of the project. The plan review fee is 50% of the overall permit cost. GMC will provide plan review services at a rate of 80% of the plan review fee. No additional cost will be incurred by the applicant.

PLAN REVIEW SCHEDULE:
Each project is unique and plan review schedules will be subject to the size and complexity of the submitted project and completeness of submitted plans and specifications. If submitted drawings are not at a reasonable level of completeness they will be returned without review. We will strive to provide comments back as quickly as possible and hope to achieve an average review time within two weeks.

SUMMARY:
Ms. Abell, we are excited about this opportunity and look forward to working with you on this important project. Please feel free to contact me, at your convenience, to discuss any portion of this proposal.

Sincerely,
GMC PLLC

Jim Walker, AIA
Director of Architecture
JW:dt

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

ORDER NUMBER 175-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the annual renewal of the computer software support agreement with Delta Computer Systems, Inc. for maintenance, support and maintenance, support and web hosting related to utilities and accounting is hereby approved.

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

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

AYES: **Gordon Gollott**
Mary Martin
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 5, 2014.

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Cindy Steen, Purchasing Agent

Through: Cindy Russell City Clerk

Date: July 23, 2014

Subject: Delta Computer Systems Software Addendum

REQUEST:
City Council authorization is requested for the City of Gautier to accept the Computer Software Support Agreement for the maintenance/support/web hosting charges for the upcoming fiscal year 2014-2015 with Delta Computer Systems, INC.

BACKGROUND:
Delta continues to provide software related services for utilities for 28 years. The annual renewal is required to continue services and support.

RECOMMENDATION:
Based on the attached addendum, City staff recommends that City Council authorize approving the computer software support agreement with Delta Computer System, INC.

ATTACHMENT(S):
Agreement

Delta Computer Systems, Inc.

A Harris Local Government Company

1085 Tommy Munro Drive
Biloxi, MS 39532
Phone : (228) 388-7688
Fax: (228) 388-7688

Computer Software Support Agreement

Purpose

The purpose of this agreement is to assure you that all software provided by Delta Computer Systems, Inc. (Delta) as listed on the addendum(s) to this agreement is in compliance with applicable laws, rules and regulations as they pertain to the software. As the laws change, Delta will provide updated programs to meet the demands of the legislation.

Delta's Obligations

Delta will analyze new regulations and prepare modifications of the software to ensure the system conforms. The modifications shall be limited to existing licensed software which you have purchased and shall not include new systems. New programs required to meet new, additional requirements shall not be provided under this agreement. For example, if you licensed the magnetic payroll tax reporting system and IRS initiates a change to the method of reporting, the changes will be provided under this agreement. However, if you had not purchased the magnetic reporting software initially, there would be an additional charge for the program.

Problem resolution is handled on a first come first serve basis within a priority group. Priority groups are determined by user need and externally defined deadlines. Completely down systems have priority over operational systems. Externally defined deadlines (IRS, State, Federal, etc.) have priority over non-deadline items. Average response for critical items is two hours or less depending upon the complexity of the request.

All software updates will be delivered to you electronically or by mail depending upon the size and urgency of the update. Delta shall provide installation instructions and/or telephone assistance for loading updates as appropriate. Delta shall not be responsible for maintaining any of your modifications. Corrections of difficulties or defects traceable to your errors or system changes will be billed at triple the standard rate.

Client's Obligations

Client shall inform Delta as soon as reasonably possible as to the nature and impact of upcoming legislative changes that affect the software system. Client shall provide copies of all pertinent documentation and shall assist Delta in understanding the new requirements and developing a method of meeting the requirements. During the term of the software support agreement, Client shall at Client's expense, provide Delta with secure telnet and ftp internet access to Client's server from Delta's server for the purpose of diagnosing problems and to facilitate software updates.

General Terms

This contract shall commence on the first day of delivery of the software or upon acceptance of the addendum(s) by both parties and shall remain in effect for one year. Fees for software support shall be payable monthly or annually in advance. A penalty of 1.5 percent per month of the outstanding balance will be assessed to accounts that remain past due more than 60 days. Delta reserves the right to withhold services for any account which is past due more than 60 days.

Client shall be responsible for all incidental costs such as mail, telephone, travel and subsistence in connection with support services.

Client shall use Delta's prescribed reporting procedures to outline software problems.

Either party may terminate this agreement after a 60 day written notice and payment of all outstanding amounts due.

This agreement shall automatically renew at each annual period. Delta reserves the right to modify its fees by providing notice of such 60 days prior to the renewal period.

Services provided by Delta that are above and beyond the scope of this agreement shall be billable at Delta's current rate at the time such services are rendered.

This agreement is binding on, the parties hereto and their successors, and to Seller's assigns, sub-lessees and transferees.

Agreed this _____ day of _____, _____

CITY OF GAUTIER
_____.
Client Name

_____.
Client Signature

_____.
Printed Name

_____.
Accepted: Delta Computer Systems, Inc.
1085 Tommy Munro Drive
Biloxi, MS 39532

Delta Computer Systems, Inc.

A Harris Local Government Company

1085 Tommy Munro Drive
Biloxi, MS 39532
Phone : (228) 388-7688
Fax: (228) 388-7689

Computer Software Support Agreement
ADDENDUM

For: CITY OF GAUTIER- MSC301

Below is a current list of maintenance/support/web hosting charges for the upcoming fiscal year 10/ 1/2014 These charges will be billed on 9/15/2014 due for payment 10/ 1/2014.

Delta Contract Number	Description	Date of Last Increase	Current Rate	New Rate	Rate Type
169	Accounting Software Maintenance	09/2012	230.00	260.00*	
170	Voter Registration Software Maintenance	01/1991	20.00	20.00	
2495	Software Maintenance - Privilege License System	09/2012	80.00	90.00*	
3236	Utility Billing System	10/2007	240.00	280.00*	
3237	Utilities Work Order System	10/2007	50.00	60.00*	
IVMCBP03(1)		TOTAL:	620.00	710.00	MONTHLY

Agreed this _____ day of _____, 2014.

CITY OF GAUTIER
County/Office Name

Accepted: Delta Computer Systems, Inc.

Client Signature

Printed Name

City of Gautier
City Hall
JUL 21 2014
Received by
CT

TO: CITY OF GAUTIER
ACCOUNTS PAYABLE DEPT.
P.O.BOX 670
GAUTIER MS 39553

Delta Computer Systems, Inc.
A Harris Local Government Company

1085 Tommy Munro Drive
Biloxi, MS 39532
Phone: (228) 388-7688
Fax: (228) 388-7689

July, 10, 2014

As you are aware, Delta Computer Systems was purchased by N. Harris Computer Corporation in December of 2013. As part of the Harris family of companies, Delta will be able to offer new products and services, such as Electronic Timekeeping for Payroll, Print and Mail services to reduce your mailing costs on billing statements and Forms Printing services to name but a few.

Enclosed please find your Software Support Agreement renewals for Fiscal Year 2014-2015. In order to bring our rates in line with industry standards, we will be increasing our Software Support fees on average, about 15% for FY 2014-2015. Web-Hosting fees will be increased by 10%. Our new rates, effective October 1, 2014, will be reflected on your invoices dated September 15th.

We do not anticipate an overall adjustment of this magnitude in the near future. Increases in future years will return to a more normal range of 3 to 6%.

Please have all forms executed where indicated and return them to Delta Computer Systems. We will copy, sign and return these documents to you for your files. If you have any questions, feel free to call or email me at: tjoffrion@harriscomputers.com.

As always, you will continue to be supported by the same Delta staff that you have come to trust and depend upon for your software and support needs.

Sincerely,

Tim Joffrion, Operations Manager

Delta Computer Systems, Inc.
A Harris Local Government Company

1085 Tommy Munro Drive
Biloxi, MS 39532
Phone: (228) 388-7688
Fax: (228) 388-7689

July, 10, 2014

As you are aware, Delta Computer Systems was purchased by N. Harris Computer Corporation in December of 2013. As part of the Harris family of companies, Delta will be able to offer new products and services, such as Electronic Timekeeping for Payroll, Print and Mail services to reduce your mailing costs on billing statements and Forms Printing services to name but a few.

Enclosed please find your Software Support Agreement renewals for Fiscal Year 2014-2015. In order to bring our rates in line with industry standards, we will be increasing our Software Support fees on average, about 15% for FY 2014-2015. Web-Hosting fees will be increased by 10%. Our new rates, effective October 1, 2014, will be reflected on your invoices dated September 15th.

We do not anticipate an overall adjustment of this magnitude in the near future. Increases in future years will return to a more normal range of 3 to 6%.

Please have all forms executed where indicated and return them to Delta Computer Systems. We will copy, sign and return these documents to you for your files. If you have any questions, feel free to call or email me at: tjoffrion@harriscomputers.com.

As always, you will continue to be supported by the same Delta staff that you have come to trust and depend upon for your software and support needs.

Sincerely,

Tim Joffrion

Tim Joffrion, Operations Manager

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

ORDER NUMBER 176-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the purchase of a bucket truck (boom truck) in the amount of $89,717.000 from Altec Industries, Inc., the lowest bid, is approved.

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

Motion was made by **Councilwoman Martin** to authorize staff to demolish structure and cleanup property seconded by **Councilman Colledge** and the following vote was recorded:

AYES: **Gordon Gollott**
Mary Martin
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 5, 2014.

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Cindy Steen, Purchasing Agent

Through: Cindy Russell, City Clerk

Date: July 24, 2014

Subject: Bucket Truck

REQUEST:
City Council authorization is requested for the City of Gautier to purchase one (1) Bucket Truck from the advertisement that was opened on July 14, 2014 in the amount of $89,717.00 from Altec Industries, Inc. The highest bid was $108,950.00.

BACKGROUND:
The Bucket Truck will ensure the safety of our employees while performing duties beyond their reach. This truck will be used to check overhead power services at lift stations, wells, rain gauges, wind socks, security lights or any other repairs as needed. Funding is available from account #400-650-730, funds from previous reimbursements.

RECOMMENDATION:
Based on the bids received the City Clerk's Office recommends the purchase of this vehicle from Altec Industries, Inc. in the amount of $89,717.00.

The City Council May:

1). Approve the purchase of the Bucket Truck
2). Disapprove the purchase of the Bucket Truck

ATTACHMENT(S):
Advertisement for Bid
Specifications
Email to Council
Bid from Altec

ADVERTISEMENT FOR BIDS

Notice is hereby given that the City of Gautier, Mississippi will receive sealed bids at Gautier City Hall, 3330 Hwy 90 until 2:00 p.m. on July 14th, 2014 for the following:

"BUCKET TRUCK"
GA 2014-008

Specifications are on file in the Purchasing Office. An electronic version is available by emailing the Purchasing Agent at csteen@gautier-ms.gov. Bids shall be delivered to the Purchasing Agent's Office located at Gautier City Hall and envelopes (s) plainly marked "**Bucket Truck**" and shall be addressed to the Purchasing Agent, 3330 Hwy 90, Gautier, MS 39553.

No bid may be withdrawn for a period of thirty (30) days. All documents and bid forms required by the specifications shall be submitted in the original bid. No additions or modifications will be allowed after the bids are opened.

All bid envelopes should contain the Bidder's name and mailing address on the face of the envelope.

The City reserves the right to reject any and all bids and to waive any informality in the proposal accepted.

_____
Cindy Steen
Purchasing Agent
City of Gautier, MS

(SEAL)

Publication Dates:
Mississippi Press: June 22nd, and June 29th, 2014
Bid Number: GA 2014-008

Specifications for Boom Truck

1. Boom Truck to include a 37" telescoping/articulating continuous rotation aerial device with an insulating articulating arm, insulating telescopic upper boom, and the patented ISO-Grip insulating system at the boom tip. Includes the following features:

    - Ground to bottom of platform height 37.8 feet.
    - Working height 42.8 feet.
    - Minimum reach to edge of platform. Side Mounted Platform: 26.6 feet. End Mounted Platform: 28.3 feet (at 14.4 foot platform height).
    - Telescopic boom extension: 9 feet 8 inches.
    - Continuous ration.
    - Insulating Aerial Devise, ANSI Category C, 46kV and below
    - Articulating Arm: Articulation is from -7 to 90 degrees. Insulator provides 12 inches of isolation.
    - Compensation System: By raising the articulating arm only, the telescopic boom maintains its relative angle in relation to the ground. The work position is achieved through a single function operation.
    - Telescoping upper boom: Articulation is from -25 to 75 degrees.
    - Master/ Slave Leveling: Platform automatically maintains level during boom articulation through a lifetime master/slave hydraulic leveling system that requires no major preventive maintenance.
    - The INSULATING UPPER CONTROL SYSTEM includes a single handle controller incorporating high electrical resistance components that is dielectrically tested to 40 kV AC with no more than 400 microamperes of leakage. The control handle is green in color to differentiate it from other non-tested controllers.
    - One set of tool outlets at the platform providing up to 5 gpm of flow for open center tools
    - Hydraulic System: Open center system operating at 5 gpm and 2,400 psi.
    - Unit is painted with a powder coat paint process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion.
    - Structural Warranty all of the following applicable major components are to be warranted for so long as the initial purchaser owns the product: boom, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.
    - Manual: Two (2) operator and maintenance/parts manuals.

2. 37" Unit Model
3. Post style pedestal mounting
4. Poly Reservoir, Pedestal Mounted, 7 gallon: includes sight gauge
5. Single, One (1) man, fiberglass platform: end mounted with 180 degree rotator. 24" x 30" x 42" inches, includes hydraulic tilt.
6. Two (2) platform steps
7. Soft nylon reinforced vinyl platform
8. Platform liner for a 24" x 30" x 42" inch platform
9. Platform capacity, 400lbs.
10. Patented ISO-Grip insulating 4 function, proportional speed, and upper control handle – with safety interlock and interlock guard. Forward/back operates upper boom in/out, titter operates

rotation CW.CCW, up/down operates upper boom up/down, and twist operates lower arm up/down. Platform leveling is controlled with a separate interlocked control handle.

11. Engine Start/Stop & Secondary Stowage System: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. This feature allows the operator to completely stow the booms and platform. Secondary stowage & Start/Stop is activated with an air plunger at the platform and switch at the lower control station.
12. Manual Lowering valve located at the boom tip. For use in emergency situations to allow the operator to lower the boom to the ground.
13. No power module.
14. Outriggers in conjunction with torsion bars installed for stability of unit.
15. White (Standard).

Unit & Hydraulic Acc.

16. Nine (9) - HVI-22 Hydraulic Oil (Standard)
17. Standard Pump for PTO.
18. Hot shift PTO for automatic transmission.

Body

19. 102 Inch Universal Small Aerial Body for 60 inch CA, to meet the following specifications:
    A. Basic body fabricated from A40 grade 100% zinc alloy coated steel
    B. All doors are full, double paneled, self-sealed with built-in drainage for maximum weather-tightness.
    C. Electro-zinc plated, steel hinge rods extend full length of door.
    D. Door hinges are zinc alloy material attached with rivets
    E. All doors contain zinc plated flush type, keyed locks with recessed handles.
    F. Door handles are riveted to the outer door panel. Back panel has opening for easy access.
    G. Heavy-gauge welded steel base construction with safety tread floor.
    H. All edges are either rolled or folded for strength and safety.
    I. Door header drip rail at top for maximum water protection.
    J. Neoprene or rolled fenders on wheel fender panels.
    K. Steel treated for improved primer bond and rust resistance.
    L. Automotive underseal applied to body.
    M. Prime painted with two part epoxy.
    N. Automotive type non-porous door seals mechanically fastened to the door facing.
    O. 102 inch body length
    P. 39 – 41 inch body height (standard)
    Q. 94 inch body width (standard)
    R. 20 inch body compartment depth (standard)

S. Body color – White (standard)
T. Finish paint body at body manufacturer
U. 8 inch body cross-members (standard)
V. No tread plate required on compartment tops
W. 5 inch tall wood tailboard installed at the rear of body cargo area
X. No compartment lighting supplied by the body manufacturer
Y. Rotary paddle latch with lock (standard)
Z. Master body locking system (standard)
AA. No chock holders in line body fender panel required (standard)
BB. Gas chock type ridged door holders for vertical doors (standard)
CC. Chains on horizontal doors
DD. Hot stick shelf full length (Right Side Only)
EE. Drop-down hot stick door for one (1) shelf (right side)
FF. Tow (2) hot stick brackets
GG. 1st vertical street side (LH) – two (2) adjustable shelf with removable dividers on 4 inch centers
HH. 1st horizontal street side (LH) – one (1) fixed shelf with removable dividers on 8 inch centers
II. Rear vertical street side (LH) – four (4) adjustable locking swivel hooks
JJ. 1st vertical curb side (RH) five (5) adjustable locking swivel hooks
KK. 1st horizontal curb side (RH) – vacant
LL. Rear vertical curb side (RH) – two (2) adjustable shelf with removable dividers on 4 centers

Body and Chassis Accessories

20. Steel Tail shelf, 95" wide x 38" long with wheel chock holders (1 each side) add grab handle at rear of tail shelf for 3 pt. side access.
21. Cable step installed at rear, single step
22. U-shaped grab handle installed at rear
23. Small grab handle installed at rear
24. Combination 2 ball (10,000 LB MGTW) and Pintle Hitch (16,000 LB MGTW)
25. Set of eye bolts for trailer safety chain, installed one each side of towing device mount
26. Platform rest, rigid with rubber tube
27. Boom rest for a telescopic unit
28. Two (2) Outrigger pad, 24" x 24" x 3", wood with rope handle
29. Two (2) Outrigger pad holder 25" L x 25"Wx 5", fits 24" x 24" x 24" x 4" and smaller pads, bolt – on, bottom washout hole, 3/3" lip retainer
30. Wheel chocks, rubber with metal hairpin style handle, 9.75" L x 7.75" W x 5.00" H (pair)
31. Mud flaps (pair)
32. Safety harness & 6 FT lanyard (fits medium to x-large)

33. 5 LB fire extinguisher with light duty bracket mounted in cab floorboard, centered, behind seats
34. Triangular reflector kit installed per DEPS 042 behind bench seat in chassis cab
35. Slope indicator assembly for machine with outriggers
36. Soft vinyl lanyard pouch or equal
37. Vinyl manual pouch for storage of all operator and parts manual or equal

Electrical Accessories

38. Install outrigger interlock system
39. Lights and reflectors in accordance with FMVSS #108 lighting package. (incandescent)
40. One amber strobe light, post mounted on the street side front of the body, visible above the chassis cab with brush guard and master switch and indicator light in cab.
41. Dual tone back-up with outrigger motion alarm
42. 6-way trailer receptacle (pine type) installed at rear
43. Dash panel rocker switches supplied with Dodge Chassis (or equal), 4 auxiliary switches supplied in up fitting package from Dodge (or equal).
44. PTO indicator light installed in cab

Finishing Details

45. Focus factory build
46. Delivery of completed unit
47. Powder coat unit white
48. Finish paint body and accessories White
49. Apply non-skid paint to all walking surfaces and front of body apply to entire tail shelf (top & sides), cargo area floor, compartment tops, and any open tread plate area. Also apply black nonskid to front of body (facing chassis)
50. English safety and instructional decals
51. Vehicle height placard – installed in cab
52. Dielectric test unit according to ANSI requirement
53. Stability test unit according to ANSI requirements
54. Placard, HVI-22 hydraulic oil
55. FA installation

Chassis

56. Chassis
57. Altec supplied chassis or equal
58. 2014/15 model year
59. Dodge 5500 or equal

60. Chassis color – white
61. Chassis cab to axle length – 60 inch
62. Chassis wheelbase length – 144.5
63. GVWR 18 750 LBS
64. 7,000 LBS front axle rating
65. 13,500 LBS rear axle rating
66. 6.7L Cummins turbo diesel or equal
67. 6-speed automatic transmission
68. Single horizontal exhaust right hand
69. Cruise control
70. Dodge PTO prep package or equal
71. Hydraulic brakes
72. No idle engine shut-down required
73. 4 x 2
74. Park brake in rear wheels
75. 52 gallon fuel tank (behind rear axle) or equal
76. Regular cab
77. Air condition
78. Block heater
79. Ambulance prep package

- Ladder rack mounted SS of truck compartment top
- 4 corner strobe system
- Cone holder (2) with (1) mounted at rear SS (fold over); and front bumper (center)
- Directional light bar mounted in between channel of tail shelf (centered) at rear

Miscellaneous

1. Standard Warranty – one (1) year parts warranty
2. One (1) year labor warranty
3. Ninety (90) days warranty for travel charges
4. Limited lifetime structural warranty
5. Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Cindy Steen

From: Cindy Steen <csteen@gautier-ms.gov>
Sent: Monday, July 14, 2014 2:18 PM
To: Gordon Gollott (gollottd@bellsouth.net); marymartincouncilwomanatlarge@yahoo.com; jfjones1@cableone.net; councilmanward2@gautier-ms.gov; caseycvaughan@yahoo.com; bayoumoondog@me.com; adamcolledge@aol.com
Cc: crussell@gautier-ms.gov; sabell@gautier-ms.gov
Subject: RE: Bucket Truck Bid Opening

Tracking:

Recipient	Read
Gordon Gollott (gollottd@bellsouth.net)	
marymartincouncilwomanatlarge@yahoo.com	
jfjones1@cableone.net	Read: 7/14/2014 4:06 PM
councilmanward2@gautier-ms.gov	
caseycvaughan@yahoo.com	
bayoumoondog@me.com	
adamcolledge@aol.com	
crussell@gautier-ms.gov	Read: 7/14/2014 2:27 PM
sabell@gautier-ms.gov	

Mayor and Council,

The bucket truck proposals were opened today at 2:00 p.m. There were four (4) proposals turned in.

Ward International Trucks, LLC	$108,950.00
Palfleet Truck Equipment	$ 98,302.00
Truck Equipment Sales, Inc.	$103,665.00
Altec	$ 89,717.00

Staff will review these proposals and submit a recommendation to the council for approval to purchase the bucket truck on August 5, 2014 agenda.

Thanks,
Cindy Steen

July 10, 2014
Our 85th Year

Ship To:
CITY OF GAUTIER
3330 HIGHWAY 90
Gautier, MS 39553
US

Bill To:
CITY OF GAUTIER
3330 HIGHWAY 90
Gautier, MS 39553
United States

Altec Quotation Number: 257488 - 1
Account Manager: Richard Evans
Technical Sales & Support: Dan Brown

Item	Description	Qty	Price
	Unit		
1.	ALTEC Model AT37G telescoping/articulating continuous rotation aerial device with an insulating articulating arm, insulating telescopic upper boom, and the patented ISO-Grip insulating system at the boom tip. Includes the following features:	1	

A. Ground to bottom of platform height: 37.8 feet
B. Working height: 42.8 feet
C. Maximum reach to edge of platform. Side Mounted Platform: 26.6 feet. End Mounted Platform: 28.3 feet (at 14.4 foot platform height).
D. Telescopic boom extension: 9 feet 8 inches
E. Continuous rotation
F. Insulating Aerial Device, ANSI Category C, 46kV and Below
G. Articulating Arm: Articulation is from -7 to 90 degrees. Insulator provides 12 inches of isolation.
H. Compensation System: By raising the articulating arm only, the telescopic boom maintains its relative angle in relation to the ground. The work position is achieved through a single function operation.
I. Telescoping upper boom: Articulation is from -25 to 75 degrees.
J. Master/ Slave Leveling: Platform automatically maintains level during boom articulation through a lifetime master/slave hydraulic leveling system that requires no major preventive maintenance.
K. The INSULATING UPPER CONTROL SYSTEM includes a single handle controller incorporating high electrical resistance components that is dielectrically tested to 40 kV AC with no more than 400 microampers of leakage. The control handle is green in color to differentiate it from other non-tested controllers.
L. One set of tool outlets at the platform providing up to 5 gpm of flow for open center tools
M. Hydraulic System: Open center system operating at 5gpm and 2,400 psi.
N. Unit is painted with a powder coat paint process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion.
O. Structural Warranty all of the following applicable major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom

Item	Description	Qty	Price
	articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.		
	P. Manuals: Two (2) operator and Maintenance/Parts manuals		
2.	AT37G Unit Model	1	
3.	Post style pedestal mounting	1	
4.	Poly Reservoir, Bed Mounted, 7 Gallon; Includes Sight Gauge.	1	
5.	Single, One (1) Man, Fiberglass Platform; End Mounted with 180 degree rotator. 24 x 30 x 42 inches, includes hydraulic tilt.	1	
6.	Two (2) Platform Steps	1	
7.	Soft nylon reinforced vinyl platform cover for a 24 x 30 inch platform	1	
8.	Platform liner for a 24 x 30 x 42 inch platform	1	
9.	Platform Capacity, 400LBS.	1	
10.	Altec Patented ISO-Grip Insulating 4 Function, Proportional Speed, Upper Control Handle - with safety interlock and interlock guard. Forward/back operates upper boom in/out, tiller operates rotation CW/CCW, up/down operates upper boom up/down, and twist operates lower arm up/down. Platform leveling is controlled with a separate interlocked control handle.	1	
11.	Engine Start/Stop & Secondary Stowage System: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. This feature allows the operator to completely stow the booms and platform. Secondary Stowage & Start/Stop is activated with an air plunger at the platform and switch at the lower control station.	1	
12.	Manual lowering valve located at the boomtip. For use in emergency situations to allow the operator to lower the boom to the ground	1	
13.	H Frame Outriggers with fixed shoe, provides 85.5 inch maximum spread to outer edge of shoes. Includes 8 x 10 inch shoes, control valves, motion alarms to sound during movement, and outrigger interlocks. Interlocks will not allow the unit to be operated until the outriggers have been deployed. Standard installation is directly behind the cab chassis.	1	
14.	Powder coat unit Altec White.	1	
	Unit & Hydraulic Acc.		
15.	HVI-22 Hydraulic Oil (Standard).	9	

Item	Description	Qty	Price
16.	Standard Pump For PTO	1	
17.	Hot shift PTO for automatic transmission	1	

Body

18.	102 Inch Universal Small Aerial Body for a 60 Inch CA Chassis with 38 Inch Long Side Access Tailshelf to Meet the Following Specifications:	1	

A. Basic body fabricated from A40 grade 100% zinc alloy coated steel
B. All doors are full, double paneled, self-sealed with built-in drainage.
C. Electro-zinc plated, steel hinge rods extend full length of door.
D. Door hinges are zinc alloy material attached with rivets
E. All doors contain stainless steel, flush mounted, paddle activated rotary style latches with two-stage locking, including keyed locks and adjustable strikers.
F. Heavy-gauge welded steel frame construction with smooth galvaneal floor.
G. All edges are either rolled or folded for strength and safety
H. Door header drip rail at top for maximum weather protection.
I. Neoprene or rolled fenders on wheel fender panels.
J. Steel treated for improved primer bond and rust resistance.
K. Automotive underseal applied to body.
L. Automotive type non-porous door seals fastened to the door facing.
M. 102 Inch Body Length
N. 40 Inch Body Height (Standard)
O. 94 Inch Body Width (Standard)
P. 20 Inch Body Compartment Depth (Standard)
Q. Body Color - White (Standard)
R. Finish Paint Body At Body Manufacturer (Standard)
S. Electro Cathodic Emersion Primer Required
T. 8 Inch Body Cross-members (Standard)
U. No Treadplate On Compartment Tops
V. 6 Inch tall wood tailboard installed at the rear of body cargo area
W. No Compartment Lighting Supplied by the Body Manufacturer
X. Stainless Steel Rotary Paddle Latch With Lock (Standard)
Y. Master Body Locking System (Standard)
Z. No Chock Holders In Line Body Fender Panel Required (Standard)
AA. Gas Shock Type Rigid Door Holders For Vertical Doors (Standard)
AB. Chains On Horizontal Doors
AC. Hot Stick Shelf Full Length (Right Side Only)
AD. Drop-Down Hot Stick Door For One (1) Shelf (Right Side)
AE. Two (2) Hot Stick Brackets
AF. 1st Vertical Street Side (LH) - Two (2) Adjustable Shelf With Removable Dividers On 4 Inch Centers
AG. 1st Horizontal Street Side (LH) - One (1) Fixed Shelf With Removable Dividers On

Item	Description	Qty	Price
	8 Inch Centers		
AH.	Rear Vertical Street Side (LH) - Four (4) Adjustable Locking Swivel Hooks		
AI.	1st Vertical Curb Side (RH) - Five (5) Adjustable Locking Swivel Hooks		
AJ.	1st Horizontal Curb Side (RH) - Vacant		
AK.	Rear Vertical Curb Side (RH) - Two (2) Adjustable Shelf With Removable Dividers On 4 Centers		
AL.	Aluminum Rock Guards Installed at Bottom		
AM.	38" Tailshelf with Integrated Side Access Steps, Two Wheel Chock Holders, and Smooth Galvaneal Floor Installed at Rear of Body		
	Body and Chassis Accessories		
19.	Aluminum sloped style ladder rack installed on the Streetside compartment tops, sloped to clear the cab with adjustable width rails to accommodate various width extension ladders.	1	
20.	Ladder Rack hold down (Quick-Lock) for sloped ladder racks. Lockable Standard	1	
21.	Rubber Belted Step Mounted Beneath Side Access Steps (Installed To Extend Approx. 2" Outward)	1	
22.	Small Grab Handle Installed At Rear	1	
23.	ICC Underride Protection	1	
24.	Combination 2 Ball (10,000 LB MGTW) And Pintle Hitch (16,000 LB MGTW)	1	
25.	Set Of Eye Bolts for Trailer Safety Chain, installed one each side of towing device mount.	1	
26.	Fold Over, Post Style Cone Holder Rear SS	1	
27.	Fold Over, Post Style Cone Holder For Installation On A Front Bumper	1	
28.	Platform Rest, Rigid with Rubber Tube	1	
29.	Boom Rest for a Telescopic Unit	1	
30.	Outrigger Pad, 24" x 24" x 3", Wood With Rope Handle	2	
31.	Outrigger Pad Holder, 25" L x 25" W x 5" H, Fits 24.5" x 24.5" x 4" And Smaller Pads, Bolt-On, Bottom Washout Holes, 3/4" Lip Retainer	2	
32.	Wheel Chocks, Rubber with Metal Hairpin Style Handle, 9.75" L X 7.75" W X 5.00" H (Pair)	1	
33.	Mud Flaps With Altec Logo (Pair)	1	
34.	Safety Harness And 4.5' Lanyard (Fits Medium To Xlarge) Includes Pouch and Placards	1	

Item	Description	Qty	Price
35.	5 LB Fire Extinguisher With Light Duty Bracket, Installed	1	
36.	Triangular Reflector Kit, Installed	1	
37.	Rear Torsion Bar Installed On Chassis	1	
38.	Appropriate counterweight added for stability. To achieve dual stability.	1	
39.	Slope Indicator Assembly For Machine With Outriggers	1	
40.	Slope Indicator Assembly For Machine Without Outriggers	1	
41.	Vinyl manual pouch for storage of all operator and parts manuals	1	
	Electrical Accessories		
42.	Install Outrigger Interlock System	1	
43.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1	
44.	Altec Standard Amber LED Strobe Light with Brush Guard Post Mounted On Streetside Front Compartment Top	1	
45.	4-Corner Strobe Lighting, Amber LED A. Two (2) Oval Lights Mounted in Front Grille B. Two (2) Round Lights Mounted at Rear	1	
46.	51" Directional light bar installed with a master control panel mounted in the chassis cab	1	
47.	Dual Tone Back-Up With Outrigger Motion Alarm	1	
48.	6-Way Trailer Receptacle (Pin Type) Installed At Rear	1	
49.	Dash panel rocker switches supplied with Dodge Chassis, 4 auxiliary switches supplied in up fitting package from Dodge	1	
50.	PTO Indicator Light Installed In Cab	1	
51.	Dodge Module	1	
	Finishing Details		

Item	Description	Qty	Price
52.	Focus Factory Build	1	
53.	Delivery Of Completed Unit	1	
54.	Powder Coat Unit Altec White	1	
55.	Finish Paint Body Accessories Altec White	1	
56.	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc.Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.	1	
57.	Apply Non-Skid Paint to all walking surfaces	1	
58.	English Safety And Instructional Decals	1	
59.	Vehicle Height Placard - Installed In Cab	1	
60.	Dielectric test unit according to ANSI requirements.	1	
61.	Stability test unit according to ANSI requirements.	1	
62.	Placard, HVI-22 Hydraulic Oil	1	
63.	Inbound Freight	1	
64.	AT37G FA Installation	1	
	Chassis		
65.	Chassis	1	
66.	Altec Supplied Chassis	1	
67.	2014 Model Year	1	
68.	Dodge Ram 5500	1	
69.	4x2	1	
70.	Chassis CA Length - 60"	1	
71.	Regular Cab	1	
72.	Cummins 6.7L Turbo Diesel (Dodge)	1	

Item	Description	Qty	Price
73.	Aisin AS68RC Automatic Transmission (Dodge Chassis)	1	
74.	GVWR 18,750 LBS	1	
75.	7,000 LBs Front Axle Rating	1	
76.	13,500 LBs Rear Axle Rating	1	
77.	4.44 Axle Ratio	1	
78.	Hydraulic Brakes	1	
79.	Dodge 3500-5500 Single Horizontal Right Side Exhaust	1	
80.	Dodge PTO Prep Package (Right Hand Side PTO) (LBN)	1	
81.	Clean Idle Certification	1	
82.	Cruise Control	1	
83.	Ambulance Prep Package	1	
84.	Cold Weather Group (Includes Block Heater)	1	
	Additional Pricing		
85.	Stock Unit	1	
	Miscellaneous		
86.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1	

Unit / Body / Chassis Total **89,717.00**

BY

Dan Brown

Notes:

1 Altec Standard Warranty:

One (1) year parts warranty.

One (1) year labor warranty.

Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Bidder is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts

Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards

2 Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort to focus on safety, we would like to ensure that the following items are offered to you as part of the attached quotation package:

Outrigger pads (When Applicable)
Fall Protection System
Fire extinguisher/DOT kit
Platform Liner (When Applicable)
Back up alarm
Wheel Chocks

The aforementioned equipment is traditionally offered in our new equipment quotations, unless requested otherwise by the customer. If you find that any of these items have not been listed as priced options in the body of your quotation and are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quotation developed for you. These options must be listed as individual options in the body of the quotation for them to be supplied by Altec.

3 Unless otherwise noted, all measurements used in this quote are based on a 40 inch (1016mm) chassis frame height and standard cab height for standard configurations.

4 F.O.B. - Customer Site

5 Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.

6 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

7 Interest charge of 1/2% per month to be added for late payment.

8 Delivery: 60 days after receipt of order PROVIDING:
A. Order is received within 14 days from the date of the quote. If initial timeframe expires, please contact your Altec representative for an updated delivery commitment.
B. Chassis is received a minimum of sixty (60) days before scheduled delivery.
C. Customer approval drawings are returned by requested date.
D. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.
E. Customer expectations are accurately captured prior to releasing the order. Unexpected additions or changes made at a customer inspection will delay the delivery of the vehicle.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.

9 Trade-in offer is contingent upon equipment being maintained to DOT (Department of Transportation) operating and safety standards. This will include, but not limited to tires, lights, brakes, glass, etc. If a trade-in is not maintained to DOT standards, additional transportation expenses will apply and could be invoiced separately.

All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with the vehicle unless otherwise agreed upon in writing by both parties. Altec Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time Altec Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order.

Titles for trade-in equipment should be given to the appropriate Altec Sales associate or forwarded to Altec Nueco at address 1730 Vanderbilt Road, Birmingham, AL 35234.

10 This quotation is valid until OCT 08, 2014. After this date, please contact Altec Industries, Inc. for a possible extension.

11 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.

12 Please email Altec Capital at finance@altec.com or call 888-408-8148 for a lease quote today.

13 Please direct all questions to Richard Evans.