

**Tuesday
July 2, 2013
Gautier, Mississippi**

BE IT REMEMBERED THAT A REGULAR MEETING of the Mayor and Council of the City of Gautier, Mississippi was held July 2, 2013 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.

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

**REVISED - AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
July 2, 2013 @ 6:30 PM**

- I. Call to Order**
 - 1 Prayer**
 - 2 Pledge of Allegiance**
- II. Agenda Order Approval**
- III. Announcements**
 - 1 Office closed in observance of Independence Day, July 4th & 5th**
- IV. Presentation Agenda**
- V. Public Agenda**
 - 1 Agenda Comments**
- VI. Business Agenda**
 - 1 Order approving Gautier Fire Station Project Change Order No. 3**
 - 2 Order approving reappointment of City Manager, pursuant to Mississippi Code of 1972, Annotated, Section 21-23-3**
 - 3 Order approving reappointment of City Attorney, pursuant to Mississippi Code of 1972, Annotated, Section 21-23-3**
 - 4 Order approving reappointment of Municipal Judge, pursuant to Mississippi Code of 1972, Annotated, Section 21-23-3**
 - 5 Appoint Mayor Pro Tem**

6 Resolution authorizing a ballot measure on August 27, 2013 to levy a 2% sales tax for the purpose of parks and recreation, contingent upon citizens approval

7 Order approving Docket of Claims

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

1 Order approving Council Meeting Minutes from June 18, 2013 and June 25, 2013

2 Resolution approving the continuance of the Local Emergency for the Deep Water Horizon Oil Spill until further notice

**STUDY AGENDA
CITY OF GAUTIER, MISSISSIPPI
July 2, 2013**

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 July 16, 2013 at 6:30 PM

www.gautier-ms.gov

Motion was made by Councilman Colledge to approve the agenda order. Motion was seconded by Councilwoman Martin and unanimously carried.

Announcements

1. Office closed in observance of Independence Day, July 4th & 5th

Presentation Agenda – None

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

ORDER NUMBER 151-2013

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Gautier Fire Station Project Change Order No. 3 to extend contract time for completion by twenty (20) days due to rain between the periods of March 26, 2013 through May 27, 2013 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 Councilman Vaughan, seconded by Councilwoman Martin and the following vote was recorded:

AYES: Gordon Gollott
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Mary Martin
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 July 2, 2013.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Cindy Steen, Purchasing Agent
Through: Cindy Russell, City Clerk
Date: June 26th, 2013
Subject: Approval Change Order #3 for the Gautier Fire Station Project

REQUEST:

Approval of Change Order #3 to the Gautier Fire Station Project #BL1102 to be as follows: Contract time for completion to be extended by twenty (20) days because of rain during the period of March 26th, 2013 through May 27th, 2013.

RECOMMENDATION:

It is recommended that the City Council approve the Change Order #3 for the Gautier Fire Station Project #BL1102 to be extended by twenty (20) days because of rain during the period of March 26th 2013 through May 27th 2013.

ATTACHMENT(S):

Change Order

CHANGE ORDER

AIA DOCUMENT G701

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

PROJECT:
(name, address)

TO CONTRACTOR:
(name, address)
Dan Hensaring, Inc.

CHANGE ORDER NUMBER: 3
DATE: 6-7-13
ARCHITECT'S PROJECT NO: BL1102
CONTRACT DATE: 11-30-12
CONTRACT FOR: New Fire Station for City of
Gautier, MS

The Contract is changed as follows:

Contract time for completion to be extended by twenty (20) days because of rain during the period March 26, 2013 through May 27, 2013. See the attached requests.

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was \$ N/A
Net change by previously authorized Change Orders \$ N/A
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was \$ N/A
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased)
(unchanged) by this Change Order in the amount of \$ N/A
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be ..\$ N/A ..
The Contract Time will be (increased) (decreased) (unchanged) by (20) days.
The date of Substantial Completion as of the date of this Change Order therefore is **October 13, 2013**

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Bolton Mack ARCHITECT Dan Hensaring, Inc. CONTRACTOR City of Gautier, MS OWNER
William C. Lock [Signature]
Address 101-A-ROUSSELLE PLACE Address P.O. BOX 3927 Address _____
BY OCEAN SPRINGS, MS BY GULFBENT, MS 39624 BY _____
DATE 6-10-2013 DATE 6-10-2013 DATE _____

AIA CAUTION: You should sign an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

AIA DOCUMENT G701 * CHANGE ORDER * 1987 EDITION * AIA® * ©1987 * THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20005 **G701-1987**
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There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 152-2013

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the reappointment of Samantha Abell as City Manager at her current salary and benefits, pursuant to Mississippi Code of 1972, Annotated, Section 21-23-3, 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 Councilman Colledge, seconded by Councilwoman Martin and the following vote was recorded:

AYES: Gordon Gollott
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Mary Martin
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 July 2, 2013.

AGREEMENT FOR EMPLOYMENT OF CITY MANAGER

THIS AGREEMENT for employment of City Manager, (hereafter "Agreement") is made and entered into this the 31st day of January 2012, by and between the City of Gautier, Mississippi, a municipal corporation formed and existing under the laws of the State of Mississippi (hereafter "City") and Samantha Abell (hereafter "Employee"), as follows, to-wit:

WITNESSETH

WHEREAS, City desires to employ the services of Samantha Abell as City Manager of the City of Gautier, Mississippi, under the terms and conditions set forth herein; and,

WHEREAS, Samantha Abell desires to accept employment as City Manager of the City of Gautier, Mississippi under the terms and conditions set forth herein; and,

WHEREAS, both City and Employee herein wish to provide mutually acceptable terms and conditions of employment that would be conducive to a healthy and mutually beneficial employment relationship between City and Employee and, thereby, enhance the quality of governmental services to citizens and a productive relationship with employees of the City of Gautier;

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, City and Abell agree as follows, to-wit:

Section 1: Duties

City hereby agrees to employ Samantha Abell as City Manager of the City of Gautier, Mississippi, to perform the functions and duties specified in Section 21-9-29 of the Mississippi Code of 1972, as amended and to perform such other lawful and permissible functions and duties as may be prescribed and/or assigned by the City Council from time to time.

At no time during the term of this Agreement shall Employee act adversely toward or in direct conflict with the interest of the City of Gautier while serving in her position as City Manager except as may be permitted or required by law.

Section 2: Term

The effective term of this Agreement shall begin February 20, 2012. The City and Employee recognize and agree that Employee is an "at will" employee.

Section 3: Salary and Compensation

Employee's compensation shall be Eighty-two Thousand and no/100 Dollars (\$82,000.00) in annual salary. City shall review Employee's performance on an annual basis on or before the anniversary date of this Agreement and may adjust her salary at their discretion.

City and Employee specifically agree that she shall not be included in the City's Major Medical Insurance plan, as she has other coverage.

City shall provide Employee with a city vehicle in good operating condition for official city business and incidental personal use, including travel to and from Employee's home and work. City shall be responsible for providing appropriate insurance coverage on the vehicle including liability, property damage and comprehensive. City shall also be responsible for all related maintenance and fuel costs, expenses, state license/tag and inspection fees for the vehicle.

Section 4: Termination of Agreement

In the event a majority of the City Council votes to terminate Employee during such time as Employee is willing and able to perform her duties under this Agreement, then in that event, pursuant to Section 21-9-27 of the Mississippi Code of 1972, as amended, City shall furnish to Employee in writing the reasons for her proposed termination and, further, if Employee so requests, City shall provide Employee a public hearing thereon before the City Council. Pending and during such hearing, City may suspend Employee from her duties as City Manager with full pay and benefits.

Upon termination or resignation of Employee or upon other expiration of this Agreement, Employee shall immediately return all property of the City of Gautier, including, but not limited to, keys, files, records, credit cards, vehicle, identification cards/badges, computers, discs, computer programs and access codes, manuals, plats, business plans, City Council minutes, correspondence, diaries, logs, reports, audio or video tapes and other material, tangible or intangible, belonging to the City of Gautier.

Section 5: Death or Disability

In the event Employee becomes permanently disabled or is otherwise unable to perform her functions and duties as City Manager because of sickness, injury, mental incapacity or other health reason(s) for a period of at least twelve (12) successive weeks, City shall have the option to terminate this Agreement with no further obligation to pay Employee's base salary.

In the unfortunate event of the death of Employee, this Agreement shall be deemed null and void at the time of death. City agrees to pay up to thirty (30) days of accrued and unused Personal Leave to Employee's heirs or designated representative.

Section 6: Performance Evaluation

The City Council shall review and evaluate the performance of Employee on or before the anniversary date of this Agreement. Said review shall be conducted in accordance with specific criteria developed by City and Employee and attached to this Agreement as "Attachment A" and made a part hereof as if fully copied in words and figures herein. The criteria may be added to or deleted from time to time as deemed appropriate by the City Council and Employee.

The City and Employee specifically agree that at or before the first anniversary of this Agreement that the City Council shall evaluate the performance of Employee using the criteria set forth in Attachment A, and if she receives a performance rating of 3.0 or greater, then in that event, her annual salary shall be increased to not less than the total compensation of the previous full time City Manager.

Section 7: Hours of Work

Regular office hours of the City are 7:30 a.m. to 5:00 p.m., Monday through Thursday, and 7:30 a.m. to 12:00 noon, on Fridays. Employee shall be required to attend all regular and special meetings of the City Council.

It is recognized and agreed that Employee must devote a great deal of time outside the normal business hours and, to that end, Employee will be allowed to take time off as she shall deem appropriate during said normal office hours. It is specifically agreed that Employee is an "Exempt" employee under the Fair Labor Standards Act (F.L.S.A). Employee shall work full-time and shall work sufficient hours necessary to fully perform her duties and responsibilities. Employee shall be readily available within the City or where appropriate for all job requirements.

Section 8: Personal Leave, Sick Leave and Retirement

Employee shall accrue personal leave and sick leave at the same rate and under the same conditions as provided to Department Heads of the City. Employee shall retain the personal leave and sick leave she has accumulated in her position as Director of Planning/Economic Development.

City agrees to provide Employee with retirement benefits commensurate with those benefits provided to Department Heads of the City under the State of Mississippi Public Employees' Retirement System and in accordance with its procedures.

Section 9: Insurance Benefits

At the present time, Employee agrees NOT to participate in the City's Major Medical Insurance Plan.

Section 10: Dues and Subscriptions

The City agrees to budget and pay for the professional dues and subscriptions of Employee necessary for her continuation and full participation in Mississippi Municipal League (MML), and in such other national, regional, state and local associations and organizations necessary and desirable as deemed by the City for the continued professional participation, growth and advancement of Employee, and for the good of the City.

Section 11: Professional Development

City agrees to budget and pay for the registration, travel, and subsistence expenses of Employee for professional and official travel, meetings, courses, and occasions adequate to continue the professional development of Employee and to pursue necessary official and other functions, including but not limited to the annual conference of the MML, and such other national, regional, state, and local government groups, and educational courses as deemed necessary by the City for the professional development of Employee and for the good of the City.

Section 12: General Expenses

City recognizes that certain expenses of a non-personal and job-affiliated nature are incurred by Employee and hereby agrees to reimburse or to pay said general expenses upon receipt of a duly executed expense or petty cash voucher, receipts, or statement and after said expenses have been placed on the Docket of Claims and approved pursuant to Section 21-39-7 of the Mississippi Code of 1972, as amended.

Section 13: Indemnification

City shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring within the course and scope of Employee's performance of her duties and responsibilities as City Manager. City shall be responsible for any settlement of or judgment rendered on such a claim or suit.

Section 14: Bonding

City shall bear the full cost of any fidelity or other bonds, required of Employee under any law or ordinance for the fulfillment of Employee's job duties or responsibilities.

Section 15: Other Terms and Conditions of Employment

City, in consultation with Employee, may fix any such other terms and conditions of employment, as deemed appropriate from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent or in conflict with the provisions of this Agreement or any law or ordinance. Such other terms and conditions shall be in writing, signed and attached hereto as an amendment to this Agreement.

Section 16: No Reduction of Benefits

City shall not at any time during any term of this Agreement reduce the salary, compensation or other financial benefits to Employee, except to the degree of such reduction across-the-board for all employees of City.

Section 17: Notices

Notices pursuant to this Agreement shall be by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

CITY	City Council City of Gautier, Mississippi 3330 U.S. Highway 90 Gautier, MS 39553
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With copy to: City Clerk

EMPLOYEE	Samantha Abell 8307 Pine Cone Drive Gautier, MS 39553
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Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service, or, in the case of mailing, as of the date of deposit of such written notice in the normal course of transmission in the United States Postal Service.

Section 18: General Provisions

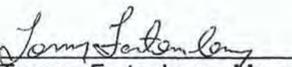
- A. The terms and conditions stated herein shall constitute the entire agreement between the parties.
- B. If any provisions or any portion of this Agreement shall be deemed unconstitutional, invalid or unenforceable by a court of competent jurisdiction or through legislative action, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

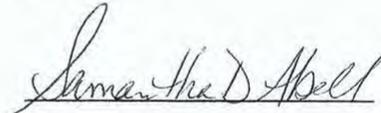
- C. This Agreement shall be deemed effective as of January 31, 2012.
- D. This Agreement shall be interpreted, enforced, and governed by the laws of the State of Mississippi, without regard to conflicts of law principles.
- E. No delay or omission by either party hereto to exercise any right or power accruing upon noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed as a waiver thereof, except as otherwise provided in this Agreement. A waiver by either City or Employee of any covenant, term or condition herein shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, term or condition of this Agreement.
- F. Neither City nor Employee shall be liable for damages, delays, or failure to perform their respective obligations under this Agreement if performance is made impossible or impractical as a result of any unforeseen occurrence including, but not limited to, fire, flood, strike, acts of God, or other occurrences beyond City and Employee's control.

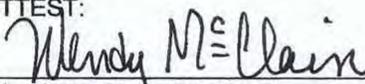
IN WITNESS WHEREOF, the City of Gautier, Mississippi, has caused this Agreement to be signed and executed on it's behalf by it's Mayor, and duly attested by it's City Clerk, and the Employee has signed and executed this Agreement, both in duplicate, on the date first stated above.

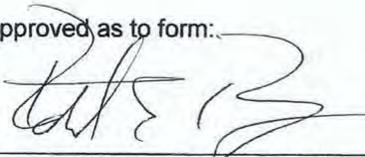
City of Gautier, Mississippi
City

Samantha Abell
Employee

By: 
Tommy Fortenberry, Mayor



ATTEST:

Wendy McClain, City Clerk

Approved as to form:

Robert G. Ramsay, City Attorney

City Manager Performance Evaluation

City of Gautier

Evaluation period: _____ to _____

Governing Body Member's Name

Each member of the governing body should complete this evaluation form, sign it in the space below, and return it to _____. The deadline for submitting this performance evaluation is _____. Evaluations will be summarized and included on the agenda for discussion at the work session on _____.

Mayor's Signature

Date

Governing Body Member's Signature

Date Submitted

INSTRUCTIONS

This evaluation form contains ten categories of evaluation criteria. Each category contains a statement to describe a behavior standard in that category. For each statement, use the following scale to indicate your rating of the city manager's performance.

- 5 = Excellent** (almost always exceeds the performance standard)
- 4 = Above average** (generally exceeds the performance standard)
- 3 = Average** (generally meets the performance standard)
- 2 = Below average** (usually does not meet the performance standard)
- 1 = Poor** (rarely meets the performance standard)

Any item left blank will be interpreted as a score of "3 = Average"

This evaluation form also contains a provision for entering narrative comments, including an opportunity to enter responses to specific questions and an opportunity to list any comments you believe appropriate and pertinent to the rating period. Please write legibly.

Leave all pages of this evaluation form attached. Initial each page. Sign and date the cover page. On the date space of the cover page, enter the date the evaluation form was submitted. All evaluations presented prior to the deadline identified on the cover page will be summarized into a performance evaluation to be presented by the governing body to the city manager as part of the agenda for the meeting indicated on the cover page.

PERFORMANCE CATEGORY SCORING

1. INDIVIDUAL CHARACTERISTICS

- _____ Diligent and thorough in the discharge of duties, "self-starter"
- _____ Exercises good judgment
- _____ Displays enthusiasm, cooperation, and will to adapt
- _____ Mental and physical stamina appropriate for the position
- _____ Exhibits composure, appearance and attitude appropriate for executive position

Add the values from above and enter the subtotal _____ ÷ 5 = _____ score for this category

Page 2 of 7 Initials _____

2. PROFESSIONAL SKILLS AND STATUS

- ___ Maintains knowledge of current developments affecting the practice of local government management
- ___ Demonstrates a capacity for innovation and creativity
- ___ Anticipates and analyzes problems to develop effective approaches for solving them
- ___ Willing to try new ideas proposed by governing body members and/or staff
- ___ Sets a professional example by handling affairs of the public office in a fair and impartial manner

Add the values from above and enter the subtotal ___ ÷ 5 = ___ score for this category

3. RELATIONS WITH ELECTED MEMBERS OF THE GOVERNING BODY

- ___ Carries out directives of the body as a whole as opposed to those of any one member or minority group
- ___ Sets meeting agendas that reflect the guidance of the governing body and avoids unnecessary involvement in administrative actions
- ___ Disseminates complete and accurate information equally to all members in a timely manner
- ___ Assists by facilitating decision making without usurping authority
- ___ Responds well to requests, advice, and constructive criticism

Add the values from above and enter the subtotal ___ ÷ 5 = ___ score for this category

4. POLICY EXECUTION

- ___ Implements governing body actions in accordance with the intent of council
- ___ Supports the actions of the governing body after a decision has been reached, both inside and outside the organization
- ___ Understands, supports, and enforces local government's laws, policies, and ordinances
- ___ Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness
- ___ Offers workable alternatives to the governing body for changes in law or policy when an existing policy or ordinance is no longer practical

Add the values from above and enter the subtotal ___ ÷ 5 = ___ score for this category