

Tuesday  
January 21, 2014  
Gautier, Mississippi

**BE IT REMEMBERED THAT A RECESSED of the Mayor and Members of the Council of the City of Gautier, Mississippi was held January 21, 2014 at 6:30 PM 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 Charlie McVea and other concerned citizens.

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**REVISED AGENDA**

**CITY OF GAUTIER, MISSISSIPPI  
CITY HALL COUNCIL CHAMBERS  
January 21, 2014 @ 6:30 PM**

- I. Call to Order
  - 1 Prayer
  - 2 Pledge of Allegiance
- II. Agenda Order Approval
- III. Announcements
  - 1 Gautier Youth Baseball & Softball Registration January 13<sup>th</sup> – February 28<sup>th</sup>
- IV. Presentation Agenda
  - 1 Presentation of Human Trafficking Proclamation to Susie Harvill, CEO of Advocates for Freedom, by Mayor Gollott
  - 2 Presentation of Certificate of Retirement to Jere Shuster, Field Supervisor, by Mayor Gollott
  - 3 Presentation of a plaque in remembrance of “Rocko” Gautier Police Department K-9 Officer to Lieutenant Derrick Welton, by Chief Dante Elbin
- V. Public Agenda
  - 1 Agenda Comments
- VI. Business Agenda
  - 1 Order authorizing a sub-grant agreement with the Mississippi State Department of Health, Office of Tobacco Control for a technical assistance grant to educate the public on the benefits of a smoke-free air policy
  - 2 Order approving Gautier Historic Preservation Commission appointment
  - 3 Order authorizing a project agreement with the Mississippi Department of Wildlife, Fisheries and Parks for a Mississippi Recreational Trails Program Grant
  - 4 Order approving Hurricane Katrina Community Revitalization Streetscape Project #R-109-192-01-KCR final Summary Change Order for project close out
  - 5 Order approving Docket of Claims

- 6 Order approving Ocean Beach Estates and Shell Landing Wastewater Collection Systems CIAP #MS.30.713 (Old Shell Landing Sewer Improvements) Certificate of Substantial Completion and/or Change Order No. 1 and Seymour Engineering Amendment No.1

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

- 1 Order approving annual renewal agreement with Redd Pest Solutions
- 2 Order authorizing surplus inventory from the Gautier Senior Citizens Center
- 3 Order authorizing surplus inventory from the police department
- 4 Order approving Minutes from Regular Council Meeting held January 7, 2014
- 5 Order authorizing the police department to accept a donation of post and rail dividers from Singing River Mall

**STUDY AGENDA  
CITY OF GAUTIER, MISSISSIPPI  
January 21, 2014**

- 1 Discuss Citizen Comments
- 2 Discuss Council Comments
- 3 Discuss City Manager Comments
- 4 Discuss City Clerk Comments
- 5 Discuss City Attorney Comments

Adjourn until February 4, 2014 @ 6:30 PM  
[www.gautier-ms.gov](http://www.gautier-ms.gov)

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

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**Announcements**

- 1 Gautier Youth Baseball & Softball Registration January 13<sup>th</sup> – February 28<sup>th</sup>

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**Presentation**

- 1 Presentation of Human Trafficking Proclamation to Susie Harvill, CEO of Advocates for Freedom, by Mayor Gollott
- 2 Presentation of Certificate of Retirement to Jere Shuster, Field Supervisor, by Mayor Gollott
- 3 Presentation of a plaque in remembrance of “Rocko” Gautier Police Department K-9 Officer to Lieutenant Derrick Welton, by Chief Dante Elbin

# Gautier Youth Baseball & Softball Registration is Now Open !!!

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January 13, 2014 – February 28, 2014

For questions regarding the league, registration, or to volunteer, contact Danny Buford, the District Commissioner by email to [bufordd@bellsouth.net](mailto:bufordd@bellsouth.net) or call (228) 219-7386 or (228) 522-0315.



# Proclamation

A proclamation of the Mayor and City Council  
of  
The City of Gautier, Mississippi

**Whereas**, January is National Human Trafficking Prevention Month. Advocates for Freedom will be joining millions of Americans nationwide in recognizing the growing need to stop human trafficking.

**Whereas**, the United States has made great strides in preventing the occurrence of modern slavery, prosecuting traffickers and dismantling their criminal networks, and protecting victims and survivors, our work is not done. We stand with those throughout the world who are working every day to end modern slavery, bring traffickers to justice, and empower survivors to reclaim their rightful freedom.

**Whereas**, the efforts by individuals, businesses, organizations, and governing bodies to promote the observance of "Human Trafficking Awareness Month" in January of each year represents one of the examples of the ongoing commitment in the United States to raise awareness of and to actively combat human trafficking;

**Now, Therefore Be It Enacted** by the City of Gautier Mississippi, in recognition of the Advocates for Freedom does hereby designate January 2014 as "Human Trafficking Awareness Month" and urge all Citizens to educate themselves about all forms of modern slavery and the signs and consequences of human trafficking. Together, we can combat this crime within our borders and join with our partners around the world to end this injustice.

**IN TESTIMONY WHEREOF**, I have given under my hand and the seal of the City of Gautier, Mississippi this the 21<sup>st</sup> of January, 2014.

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Gordon Gollott, Mayor

# Public Works Department



## Certificate of Retirement

*Is Presented to* **Jere J. Schuster**

*In grateful recognition of 25 years of service*

*From 1989 to 2014 as a faithful Civil Servant of the Public Works  
Department of the City of Gautier, Mississippi.*

*This 21<sup>st</sup> Day of January, 2014.*

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

**ORDER NUMBER 011-2014**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City of Gautier is hereby authorized to enter into a grant agreement with the Mississippi State Department of Health, Office of Tobacco Control for technical assistance fund to educate the public on the benefits of having a smoke-free air policy in public places.

**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 Jones** 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 January 21, 2014.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Samantha Abell, City Manager  
**From:** Patty Huffman, Grants and Projects Manager  
**Through:** Chandra Nicholson, Director of Economic Development and Planning  
**Date:** January 15, 2014  
**Subject:** Sub-Grant Agreement with the Mississippi State Department of Health,  
Office of Tobacco Control for a Technical Assistance Grant to Educate the Public on  
the Benefits of a Smoke-Free Air Policy

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**REQUEST:**

The Economic Development and Planning Department requests City Council authorization to enter into a grant agreement with the Mississippi State Department of Health, Office of Tobacco Control for technical assistance funds to educate the public on the benefits of having a smoke-free air policy in public places.

**BACKGROUND:**

The Mississippi State Department of Health, Office of Tobacco Control solicits proposals from municipalities that are interested in educating their constituents on the benefits of a comprehensive community smoke-free policy.

**DISCUSSION:**

The City of Gautier has been awarded a \$5,000 grant from the Mississippi State Department of Health to educate the public on the health consequences of secondhand smoke exposure and the benefits of smoke-free environments through public meetings and forums. Other eligible grant expenses include printing and signage. The City will be reimbursed regardless whether or not a smoke-free ordinance is passed. If the City Council does pass a smoke-free policy, this funding can also be used for toolkits and signage for businesses.

**RECOMMENDATION:**

The Economic Development and Planning Department staff recommends that City Council enter into a sub-grant agreement with the Mississippi Department of Health as outlined above. City Council may:

1. authorize the sub-grant agreement with the Mississippi Department of Health as presented;  
or
2. disapprove the sub-grant agreement with the Mississippi Department of Health.

**ATTACHMENT(S):**

Mississippi State Department of Health Award Letter  
Sub-Grant Agreement



MISSISSIPPI STATE DEPARTMENT OF HEALTH

January 7, 2014

City of Gautier  
Gordon T. Gollott, Mayor  
3330 Highway 90  
Gautier, MS 39553

Dear Mayor Gollott:

Enclosed you will find two original contracts between the Mississippi State Department of Health (MSDH) Office of Tobacco Control (OTC) and the City of Gautier for the amount of \$5,000.00.

Please review the enclosed documents and provide the appropriate signatures in the designated areas of each original. In addition, please complete the required information in Attachment B (page 11). After reviewing and completing this information, please return **both** original contracts to my attention at the Mississippi State Department of Health, Office of Tobacco Control, Post Office Box 1700, Jackson, MS 39215-1700.

Once the contract has completed the routing process at MSDH we will return an original contract to the City of Gautier for your records.

If you have questions regarding the enclosed information, please feel free to contact me at (601) 991-6059. I look forward to working with you this year.

Sincerely,

Kimalesha Brown, MPPA  
Special Projects Officer, IV  
Office of Tobacco Control

**Mississippi State Department of Health  
Sub-Grant Agreement**

**I. Contractual Agreement**

This document and any other attachments, including but not limited to Attachment A, Terms of Contract, and Attachment B, Conflicts of Interest, are made a part of this document and incorporated herein by reference, and constitute a contract for personal or professional services or goods between the Mississippi State Department of Health (hereinafter referred to as the Department) and the Contractor as indicated below. In the space provided herein, provide a description of the purpose of this contract and/or services to be provided:

The purpose of the contract is to assist municipalities in educating the public on the benefits of implementing comprehensive smoke-free policies and the dangers of second-hand smoke.

**II. Contractor's Required Information**

Contractor's Name: The City of Gautier

Contractor's Contact Person(s): Gordon T. Gollot, Mayor

I.D. #: \_\_\_\_\_ DUNS #: \_\_\_\_\_ Program: Municipal Policies

(SSN or EIN, as shown on attached IRS Form W-9)

Street: 3330 Highway 90 Telephone #: 228-497-8000

City: Gautier State: MS Zip Code: 39553

**III. Contract Supplemental Information (Note: If information below is not applicable, fill blank with "N/A")**

Title of Contract or Service Provided: N/A

Total Contract Amount: \$5,000.00 Max. Contract Amount per year: \$0.00

(applicable only if contract is multi-year)

Fee or Retainer: \$0.00 Fee or Retainer Payment Basis: 0

(per clinic, hour, day, month, quarter, year, etc.)

Beginning Date: February 1, 2014 Ending Date: June 30, 2014

Org.: 0717 Activity: 1715 Project: 44000TCO

Reporting Category: 034s

Federal Grant: Yes  No  Stimulus Funds: Yes  No

Federal Grant Award #: N/A Federal Aid #: N/A CFDA #: N/A

Occupation: N/A

Specialty: N/A

Program: N/A

Total Personnel Services: \$0.00 Total Travel/Subsistence: \$0.00

Max. Hours Authorized per Month: 0 Assigned Travel Base: N/A

Mileage/Meals Authorized:

None:  Meals: \_\_\_\_\_ Mileage: \_\_\_\_\_ Lodging: \_\_\_\_\_

Statewide:  Central Office:  District (specify): \_\_\_\_\_

Hours (Daily or weekly, i.e., 8:00a-5:00p, 5 days p/week): N/A

If in a District(s), list all counties (List in decreasing order for amount of time spent in each county):

N/A

Certification/Licensure (Fill in certificate/license number, date of certification/licensure, and type of certification/licensure, as applicable. If a physician, state whether the contractor is board-certified in area of use by Department, non-board certified, or resident.):

N/A

Contractor's Experience/Degrees Earned (Fill in this blank if Contractor is an individual; use additional sheet if necessary):

N/A

Does Contractor currently receive Mississippi State Retirement System benefits? Yes  No

Will the Contractor be classified as an "Independent Contractor"? Yes  No

## ATTACHMENT A: TERMS OF CONTRACT

- I. Contracted Services: The Contractor agrees to provide services related to reduces exposure to second-hand smoke in public places in accordance with the specifications set forth on the preceding page of this contract, titled "Sub-Grant Agreement" and any other documents as set forth by the Department, and are hereby incorporated into and made a part of this contract. No oral statements of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. If other attachments or exhibits exist which are to be incorporated as part of this contract, the title of each document shall be listed here, as follows (use additional sheets, if necessary):

Attachment B – Conflicts of Interest

Attachment C --- Scope of Work

Attachment D -- Letter of Agreement

- II. Ability to Contract: The Contractor warrants that he/she/it is qualified to provide the services, whether personal or professional, as outlined in this contract. The Contractor agrees to conform to existing policies, rules, and regulations of the Department. The Contractor agrees to maintain throughout the contract period such licensing and/or certification as may be required by law for the provision of services specified herein, if applicable. The Contractor warrants that it is a validly organized business with valid authority to enter into this contract; that it is qualified to do business and in good standing in the State of Mississippi; that entry into and performance under this contract is not restricted or prohibited by any loan, security, financing, contractual or other contract of any kind; and, notwithstanding any other provision of this contract to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this contract.

Contractor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

- III. This section applies only to a Contractor which serves as a clinical or healthcare provider for the Department, as follows:
- A. The Contractor authorizes the Department to accept assignment and receive any amounts payable under Part B of Title XVII and Title XIX of the Social Security Act and/or any monies collected for service rendered by the Contractor under the terms of this contract, including but not limited to private insurance, third-party arrangements, or such other payment or reimbursement mechanisms as may be applicable or available. The Contractor agrees that the Department shall be the payor or financial reimbursement mechanism of last resort when other sources are mandated or are available.
- B. The Contractor agrees that no additional charges will be made to patients/clients to whom services are provided under the terms of this contract.
- C. The Contractor's payment records will be submitted to: MS State Department of Health, Office of Tobacco Control  
Attention: Kimalesha Brown  
805 S. Wheatley St, Suite 400A, Ridgeland, MS 39157
- D. The Department agrees to assure physician supervision as required by law for the services to be provided under the terms of this contract.

- IV. This section applies only to a Contractor who is an individual and presently receives retirement benefits from the Mississippi Public Employees' Retirement System (PERS), as follows:
- A. The Contractor certifies that the forty-five day separation period required by PERS regulations has been met prior to the effective date of this contract.
  - B. The Contractor is responsible for notifying PERS of re-employment and for submission of required documentation to PERS for review and concurrence of the Contractor's status as an independent contractor as required by PERS regulations.
  - C. Contractor's date of retirement from state service:
- V. Financial Records and Audits: The Contractor shall maintain such financial records and other records as may be prescribed by the Department or by applicable Federal and State laws, rules, and regulations. These may be kept according to the Contractor's usual method of recordkeeping, but must be sufficiently detailed to permit an accurate accounting of contract funds and program activities. The contract and the procurement of goods and services shall be governed by the applicable Mississippi statutes and the applicable provisions of the Mississippi Personal Service Contract Review Board Regulations (copies of which are available for inspection at their offices located at 210 East Capitol Street, Suite 800, Jackson, Mississippi). The Contractor shall retain these records for a period of three (3) years after final payment, or until they are audited by the Department, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.
- VI. Records Retention: The Contractor agrees to submit to the Department quarterly program activity reports thirty (30) days subsequent to the closing of each quarter. The Contractor agrees to submit to the Department quarterly fiscal reports thirty (30) days subsequent to the closing of each quarter, or other applicable period as made a part of this contract and agreed to by both parties. The Contractor agrees to permit reasonable program review and evaluation by the Department; to provide access to any pertinent records; arrange meetings with appropriate personnel; permit inspection of the premises; and to cooperate in any other reasonable requests for fiscal and/or program information. Provided the Contractor is given reasonable advance written notice and such inspection is made during normal business hours of the Contractor, the State or any duly authorized representatives shall have unimpeded, immediate access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of this contract for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this contract shall be retained by the Contractor for three (3) years after final payment is made under this contract and all pending matters are closed. However, if any audit, litigation, or other action arising out of or related in any way to this contract is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.

Where audits are required to be submitted to the Department before funding can be released, the audits must be submitted within the required timeframe and must be acceptable; if a Contractor fails to submit an audit in a timely manner, or if the audit is unacceptable, the Department reserves the right to cancel or suspend the contract at the Department's discretion.

- VII. Reimbursement: The Department agrees to provide reimbursement for the contract period. For contracts that include the use of Federal funds, the Department agrees to provide reimbursement for the contract period in accordance with the requirements set forth in OMB Circular A-87. Such reimbursement will be made upon receipt of the necessary billing listing salaries, Social Security, retirement, and other items provided in this contract, including copies of payroll requisitions and invoice copies for materials, equipment, or supplies. Any final billings shall be submitted to the Department no later than thirty (30) days after the close of the contract. Failure to submit final billings within the stated timeframe for this contract may be grounds for the Department to reject such reimbursements. It is agreed by both parties that the following items will be made only when approved by both parties:
- A. reimbursement in excess of the amount budgeted for any item; or
  - B. reimbursement of items not included in the budget; or
  - C. the transfer of monies between items within the budget.
- VIII. A. It is agreed by both parties that no reimbursement will be made by the Department until this contract has been signed by the appropriate personnel of both parties and until a budget for expenditures pursuant to the contract has been approved by the Department. Therefore, a Contractor may not begin work or report for duty until then. Additionally, it is expressly understood and agreed that the obligation of the Department to proceed under this contract is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of State and/or Federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not

forthcoming or insufficient, either through the failure of the Federal government to provide funds, or of the State of Mississippi to appropriate funds, or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the State or the Department, the Department shall have the right, upon ten (10) working days written notice to the Contractor, to terminate this agreement without damage, penalty, cost, or expenses to the State or the Department of any kind whatsoever, pursuant to the termination clause herein. When and if applicable, it is understood that the contract is void and no payment shall be made in the event that the Mississippi Personal Service Contract Review Board does not approve this contract.

- B. The State requires the Contractor to submit invoices electronically throughout the term of the agreement. Vendor invoices shall be submitted to the Mississippi State Department of Health using the processes and procedures identified by the State. Payments by state agencies using the Statewide Automated Accounting System (SAAS), or any specific successor system (MAGIC) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
- IX. Representation Regarding Contingent Fees and Gratuities: The Contractor represents that it has not retained a person to solicit or secure a contract from the Department upon an agreement or understanding for a commission, percentage, brokerage, or contingency, except as was disclosed in the Contractor's bid or proposal, if the selection of the Contractor was done through a bidding or proposal process. The Contractor also represents that it has not violated, is not currently violating, or will not violate the prohibition against gratuities as set forth in §7-204 of the Mississippi Personal Service Contract Procurement Regulations (copies of which are available for inspection at their offices located at 210 East Capitol Street, Suite 800, Jackson, Mississippi).
- X. Salaries and Fringe Benefits: If the contract provides for the payment of salaries and/or fringe benefits (identified as a line item in the contract's budget and/or budget narrative), it is understood by both parties that fringe benefits may be spent only for bona fide retirement programs and employee insurance plans. Before any retirement and/or insurance program is initiated or financed with funds received pursuant to this contract, approval must be obtained from the Department. Insurance plans shall be limited to health, life, unemployment, and workers' compensation. Documentation must be available to the Department of all fringe benefit payments. This clause does not apply where the contract may be used for the payment of salaries and/or fringe benefits, but such were not specifically itemized as budgetary items in the contract.
- XI. This section applies only to contracts for which the Contractor shall serve solely on an Independent Contractor basis, as follows:
- The Contractor, at all times, shall be regarded as an Independent Contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the Department, the Contractor, or any third party as creating the relationship of principal and agent, partners, joint venturers, or any similar such relationship between the Department and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the Department or the Contractor hereunder, creates or shall be deemed to create a relationship other than the independent relationship of the Department and the Contractor. The Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implications, to be employees of the Department. Neither the Contractor nor its employees, under any circumstances, shall be considered servants or agents of the Department; and the Department shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, or agents. The Department shall not withhold from the contract payments to the Contractor any Federal or State unemployment taxes, Federal or State income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the Department shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Department for its employees. Furthermore, none of the work performed under this contract shall be subcontracted without prior approval of the Department. The Department, throughout the life of the contract, shall have the right of reasonable rejection and approval of staff of the Contractor or its Subcontractors assigned to the work by the Contractor. If the Department reasonably rejects staff of the Contractor or its Subcontractors, the Contractor must provide replacement staff or Subcontractors satisfactory to the Department in a timely manner and at no additional cost to the Department. The day-to-day supervision and control of the Contractor's employees and Subcontractors are the sole responsibility of the Contractor.
- XII. This section applies only to contracts that require approval from the Mississippi Personal Service Contract Review Board, as follows:
- A. Order to Stop Work: The Department may, by written order to the Contractor at any time and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this