

**Motion made by Councilman Anderson to continue Council Meeting past 9:30 PM.  
Motion seconded by Councilwoman Martin and unanimously carried.**

**Jason Williams (4351 Gautier-Vancleave Road- Business) concerned about electric cigarettes.**

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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 122-2014**

**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 proceed with scheduling and hosting a competition site for a NFL Punt Pass & Kick (PP&K) Competition for youths age 6-15.

**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

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**MAYOR**

ATTEST:

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**CITY CLERK**

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 3, 2014.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Samantha Abell, City Manager

**From:** Chandra Nicholson, Economic Development & Planning Director

**Date:** May 27, 2014

**Subject:** Consideration of the Cultural Services Division Hosting a NFL Punt Pass & Kick (PP&K) Competition for Youths Age 6-15

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**REQUEST:**

The Cultural Services Division would like to proceed with scheduling and hosting a competition site for the City of Gautier.

**BACKGROUND:**

The City Council members have shown interest in providing additional events for area youth. The community has been very responsive to each event hosted by the City. The NFL PP&K Competition is the NFL's oldest "grassroots" initiative. The competition is open to all youths age 6-15. The event allows children to experience the fun of learning football fundamentals in an engaging and supportive non-contact environment.

**DISCUSSION:**

The NFL requires the event be "free" to participants and the host is responsible for organizing, advertising, and hosting the event. The NFL PP&K will list all competition sites on their web-site, so interested participants can find a nearby host site.

The Cultural Services Division plans to solicit sponsorship for the event to cover any advertising, snacks, give-a-ways, and other expenses. The NFL PP&K does provide a small host kit free of charge. Visit [www.nflppk.com](http://www.nflppk.com) for more information.

**RECOMMENDATION:**

Staff recommends the City Council allow the Cultural Services Division to Host the Event.

The City Council may:

1. Approve the Request to Host the Event; or
2. Deny the Request to Host the Event.

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

**ORDER NUMBER 123-2014**

**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 accept a proposal from Global Valuation Services, Inc. to conduct an appraisal of the Lowe's property to be donated to the City of Gautier in conjunction with the Gautier Streetscape Phase 3 Project.

**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  
                  Adam Colledge

NAYS:           Rusty Anderson

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**MAYOR**

ATTEST:

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**CITY CLERK**

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 3, 2014.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Samantha Abell, City Manager  
**From:** Chandra Nicholson, Economic Development and Planning Director  
**Date:** May 28, 2014  
**Subject:** Proposal for Appraisal Services for Lowe's Property Donation on William Payne Adams Blvd.

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**REQUEST:**

The Economic Development & Planning Department requests authorization to accept a proposal from Global Valuation Services, Inc. to conduct an appraisal of the Lowe's property to be donated to the City of Gautier in conjunction with the Gautier Streetscape Phase 3 Project.

**BACKGROUND:**

In order to meet the ROW acquisition requirements of FHWA/MDOT, the property being donated to the City of Gautier for the Streetscape Phase 3 Project, must have a formal appraisal. The appraisal must conform with the "Uniform Act" Standards. Global Valuation Services, Inc. has submitted a proposal to conduct the required appraisal in approximately three weeks for a fee of \$2,500.00. See the attached proposal for additional information.

**RECOMMENDATION:**

City staff recommends that City Council authorize acceptance of the proposal to prepare an appraisal for the Lowe's property donation on William Payne Adams Blvd. as presented.

The City Council may:

1. Authorize appraisal of the property by Global Valuation Services, Inc. as presented, or
2. Authorize appraisal of the property by Global Valuation Services, Inc. with changes, or
3. Disapprove appraisal of the property by Global Valuation Services, Inc.

**ATTACHMENT(S):**

Appraisal Proposal from Global Valuation Services, Inc.



Mississippi Gulf Coast Offices  
2109 · 22nd Avenue  
Gulfport, MS 39501  
15225 Lemoyne Boulevard  
Biloxi, MS 39532

Alabama Gulf Coast  
5315 Montlimar Plaza Drive  
Suite B  
Mobile, AL 36609

Office 228-864-1188 Facsimile 866-313-4903

Martin Winfree, MAI  
Jason Garner  
Leah Garner  
Mindy Whitten  
Kevin Grace  
Meagan Necaise

Brandon Beaird  
Maranda Henderson

May 29, 2014

City of Gautier  
c/o Chandra Nicolson, Dir. Economic Development  
3330 U. S. Highway 90  
Gautier, MS 39553

Re: Proposal for the Purpose of Preparing an Appraisal of  
255,000 Square Feet of Land behind Lowe's Home Improvement  
Located west of North Dolphin Drive, Gautier, MS 39553  
Gautier Streetscape Ph 3 Project STP-0494-00-(008)  
LPA/106378-701000

Dear Ms. Nicholson:

We appreciate the opportunity to provide you with a proposal for our real estate appraisal services. Based upon your email communication, the appraisal will be prepared to meet the guidelines of the Mississippi Department of Transportation. The appraisal will be prepared in accordance with 49 CFR Part 24, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and the Right-of-Way Operations Manual (ROM) as well as applicable State Law covered under Title 43 Chapters 37 & 39 of the Mississippi Code. We understand time is of the essence and can therefore begin immediately and complete this assignment by Friday, June 20, 2014.

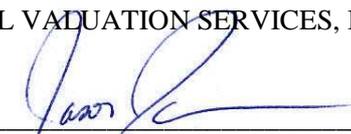
Our fee for the assignment is as follows:

255,000 Square Feet of Land behind Lowe's Home Improvement \$2,500

Please let us know if you require further information from us regarding this proposal.

GLOBAL VALUATION SERVICES, INC.

By:

  
\_\_\_\_\_  
Jason Garner, President

Proposal Accepted:

\_\_\_\_\_  
Client signature

\_\_\_\_\_  
Date

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

**ORDER NUMBER 124-2014**

**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 Memorandum of Agreement with the Mississippi Transportation Commission for a study of transportation improvements to the north-east quadrant of the intersection of Interstate 10 and Highway 57.

**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

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**MAYOR**

ATTEST:

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**CITY CLERK**

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 3, 2014.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Samantha Abell, City Manager  
**From:** Patty Huffman, Grants & Projects Manager  
**Through:** Chandra Nicholson, Economic Development and Planning Director  
**Date:** May 28, 2014  
**Subject:** MDOT Memorandum of Agreement for the I-10/Hwy. 57 Area Feasibility Study

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**REQUEST:**

The Economic Development & Planning Department requests authorization to enter into a Memorandum of Agreement with the Mississippi Transportation Commission for a study of transportation improvements to the north-east quadrant of the intersection of Interstate 10 and Highway 57.

**BACKGROUND:**

The City of Gautier has requested MDOT to fund a study for the City of Gautier. City Council previously approved a request of \$64,000.00 in federal funds (80% match) and \$16,000.00 in local funds (20% match) to the Gulf Regional Planning Commission (GRPC). GRPC decided the study should be directly between MDOT and the City of Gautier. This agreement will establish the agreed conditions under which the City may utilize Surface Transportation Program funds and the subsequent acts needed to complete the proposed project.

**RECOMMENDATION:**

Economic Development and Planning staff recommends that City Council authorize entering into the Memorandum of Agreement with the Mississippi Transportation Commission for the I-10/Highway 57 transportation improvements study.

The City Council may:

1. Authorize entering into the Memorandum of Agreement as presented;
2. Authorize entering into the Memorandum of Agreement with changes; or
3. Disapprove entering into the Memorandum of Agreement for this project.

**ATTACHMENT(S):**

MDOT Memorandum of Agreement for Transportation Improvements Study

**MEMORANDUM OF AGREEMENT  
BETWEEN THE MISSISSIPPI TRANSPORTATION COMMISSION  
AND THE CITY OF GAUTIER, MISSISSIPPI  
FOR A STUDY OF TRANSPORTATION IMPROVEMENTS TO THE  
NORTH – EAST QUADRANT OF THE INTERSECTION OF  
INTERSTATE 10 AND HIGHWAY 57**

This Agreement (the “Agreement”) is entered into by the Mississippi Transportation Commission (“the Commission”), a body corporate of the State of Mississippi, acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation (“MDOT”), and the City of Gautier, Mississippi (the Local Public Agency or the “LPA”), a municipal corporation of the State of Mississippi, by authority granted under the provisions of Miss. Code Ann. (1972) Sections 65-1-8, as amended, for the purpose of establishing the agreed conditions under which the LPA may utilize Surface Transportation Program funds and subsequent acts to complete the proposed Project as described below, effective as of the date of last execution.

**WHEREAS**, the LPA has announced its intentions to perform a feasibility study of the North – East Quadrant of I-10 and SR 57 in Gautier, Jackson County, Mississippi to determine what improvements could be made to provide a catalyst for economic development (hereafter referred to as the “Project”); and

**WHEREAS**, the Commission and the LPA have agreed that the LPA will conduct the Project; and

**WHEREAS**, the LPA has received a commitment of certain Surface Transportation Program funds from the United States of America to apply toward performing the study, which funds are to be provided from FHWA, under the rules and exclusions which typically apply to FHWA funding; and

**WHEREAS**, it is anticipated that approximately \$64,000.00 in federal funds (80% match) and \$16,000.00 in local funds (20% match) will be available for the Project. The above funds are subject to normal reductions and obligational limitations; and

**WHEREAS**, the LPA will be responsible for all Project costs over and above the maximum amount of Federal Funds allocated to the Project by the Commission; and

**WHEREAS**, the MDOT requires the LPA to provide the local state share previously stated; and

**WHEREAS**, the LPA agrees that it will be bound by, and will comply with, any and all federal requirements and the MDOT operating procedures; and

**WHEREAS**, the Commission hereby consents to allow the LPA to manage the Project under the terms and provisions of this Memorandum of Agreement; and

**WHEREAS**, the LPA has funds available, or will have funds available, to complete the Project; and

**WHEREAS**, the Commission and the LPA desire to work in coordination and cooperation with each other in a government-to-government relationship for the benefit of both parties; and

**WHEREAS**, the Commission and the LPA desire to enter into an agreement setting out their mutual obligations, through which the proposed Project can be accomplished in the most expeditious manner possible; and

**NOW, THEREFORE**, for and in consideration of the premises and agreements of the parties as hereinafter contained, the Commission and the LPA, mutually agree to the following:

### **ARTICLE I: DUTIES AND RESPONSIBILITIES**

#### **A. THE LPA WILL:**

1. Designate a full time employee of the LPA as the Project Director, who will serve as the person of responsible charge for the Project and will coordinate all Project activities with the MDOT Planning Division's designated project manager.
2. Follow the procedures set out in the latest online version of the Project Development Manual for Local Public Agencies (PDM) to the extent they are applicable to the Project. This shall include, but not necessarily be limited to, the use of the latest version of the LPA Consultant Operating Procedures for Professional Services.
3. Agree to be bound by any and all federal requirements and the MDOT operating procedures.
4. Agree that if any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA will be solely responsible for all additional costs.
5. If there is any requirement for "matching" funds, or if the anticipated cost of the Project will exceed the available Federal-aid funds, the LPA shall be solely responsible for providing said local share at such time as the funds may be required.
6. All contracts and subcontracts shall include a provision for compliance with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified in the Mississippi Code of 1972, as amended (Sections 71-11-1 and 71-11-3), and any rules or regulations promulgated by the COMMISSION, the Department of Employment Security, the State Tax Commission, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-

1, et seq., Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a).

7. The LPA will be required to acknowledge the MDOT and the FHWA for their participation in the Project in any news releases or other promotional material for the Project. The Project sponsor shall notify the MDOT Project Manager of any ceremonies related to the Project.
8. Promptly pay any consultants monies due them within 30 days of submittal of invoice from the consultant or contractor.
9. Allow the Commission to, without any notice, obligation or further compensation to the LPA, publish, re-publish, anthologize, use, disseminate, license, or sell the work in any format or medium now known or hereafter invented or devised. The Commission's rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

**B. THE COMMISSION WILL:**

1. Allow the LPA to conduct the Project provided that the Project meets with MTC and FHWA approval and that all costs of the Project that are not covered by federal funds are borne by the LPA.
2. Enter into any cooperative agreements or permits necessary to allow the LPA access to the property of the Commission for the purposes of conducting the Project.
3. Work with the LPA, through the Planning Division's designated project manager, during the various phases of the work with the goal of producing a project that will be acceptable to the Commission upon completion.
4. Review all submittals in a timely manner, in accordance with the PDM, to allow the project to progress in an orderly fashion.
5. During the progress of the Project, assist the LPA in obtaining reimbursements of federal funding for any phase that is eligible for reimbursement. All costs associated with this process, and any other involvement by the MDOT staff in this Project, will be charged as a project cost.
6. Submit all documents to the Federal Highway Administration (FHWA) when

required or requested by the FHWA.

## **ARTICLE II. GENERAL PROVISIONS**

- A. Should the LPA fail to complete the feasibility study as contemplated by this agreement, the LPA agrees that it will bear all costs of completion over and above the funds supplied by the FHWA through MDOT. The Commission shall have the right to audit all accounts associated with the Project, and should there be any overpayment by the Commission to the LPA, the LPA agrees to refund any such overpayment within 30 days of written notification. Should the LPA fail to reimburse the Commission, the Commission shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.
- B. It is understood by all Parties that regardless of the results of the feasibility study, the Commission has no responsibility or obligations as a result of the study.
- C. This Memorandum of Agreement shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice shall not, however, cancel any contract made in reliance upon this agreement and underway at the time of termination. Any contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total legal and financial responsibility for any such agreement. Additionally, funds may be suspended/terminated under the provisions of Section E, below.
- D. It is understood that this is a Memorandum of Agreement and that more specific requirements for the conduct of the design of the transportation improvement project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.
- E. In the event that any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA shall be solely responsible for all additional costs.
- F. The Executive Director of MDOT may withhold federal funds for the Project for any of the following reasons:
  - 1. Failure to proceed with the work when so instructed by the MDOT or to adhere to the requirements of the contract.
  - 2. Failure to perform the work with sufficient workmen, equipment and materials to assure completion within contract time.
  - 3. Performing unacceptable work, or neglecting to perform any such work as may be rejected as unacceptable.
  - 4. Discontinuing the prosecution of the work.