

**November 10, 2020
CALL FOR SPECIAL MEETING**

WHEREAS, there exist certain matters which the below signed Mayor and Council Members of the City of Gautier desire to handle prior to the next regular meeting; and

NOW, THEREFORE, the undersigned Mayor and Council Members of the City of Gautier hereby call for a Special Meeting of the Mayor and Council of the City of Gautier, said meeting to be held in the Gautier Municipal Building, 3330 HWY 90, Gautier, Mississippi, on November 10, 2020 at 12:00 noon. This Special Meeting is called in accordance with Section 21-9-39, Mississippi Code of 1972.

The agenda of said Special Meeting shall be as follows:

**AGENDA
CITY OF GAUTIER
November 10, 2020
1:30 PM**

- I. Call to Order**
- II. Agenda Order Approval**
- III. Business Agenda**

Approval of an Exigent and Emergency Limited Services Agreement with Thompson Consulting

Approval of a Tidelands Grant Agreement with the Mississippi Department of Marine Resources

Consideration of a Conditional Use Major Permit request that would allow an automated car wash at 2235 Highway 90 in a Town Center Zoning District, PID # 82436060.000

www.gautier-ms.gov

/s/ Phil Torjusen
Phil Torjusen, Mayor

/s/ Adam Colledge
Adam Colledge

/s/ Rusty Anderson
Rusty Anderson

/s/ Mary Martin
Mary Martin

/s/ Casey Vaughan
Casey Vaughan

/s/ Richard Jackson
Richard Jackson

/s/ Cameron George
Cameron George

**CITY OF GAUTIER
Business Agenda Item #1
Fact Sheet**

Council Meeting:
Title:

November 10, 2020
**Approval of the Exigent and Emergency Limited
Services Agreement with Thompson Consulting
for Debris Monitoring**

Introduced by:
Contact Person/Telephone

April Havens 497-8000 ext. 315

**Summary Explanation: Approval of the Exigent and Emergency Limited Services Agreement
with Thompson Consulting for Debris Monitoring**

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract/Agreement	☒
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:

Torjusen ☐ **Martin** ☐ **George** ☐ **Jackson** ☐ **Vaughan** ☐ **Anderson** ☐ **Colledge** ☐

Second Made by:

Torjusen ☐ **Martin** ☐ **George** ☐ **Jackson** ☐ **Vaughan** ☐ **Anderson** ☐ **Colledge** ☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Torjusen	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2020

WHEREAS, the City desires to engage Thompson Consulting to perform debris monitoring following Hurricane Zeta; and

WHEREAS, these services are required on an exigent and emergency basis; and

WHEREAS, Thompson Consulting has agreed to perform these services pursuant to the attached agreement; and

WHEREAS, the City Council finds these services are necessary, and that entering this agreement is in the best interest of the City; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the attached services agreement with Thompson Consulting is hereby approved.

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

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 10, 2020.



Exigent and Emergency Circumstances Limited Services Agreement General Terms and Conditions

This **Exigent and Emergency Circumstances Limited Services Agreement** ("Agreement") is by and between **Thompson Consulting Services, LLC** ("Consultant"), with offices at 1135 Townpark Avenue, Suite 2101, Lake Mary, FL 32746 and the **City of Gautier, Mississippi** ("Client");

Whereas, Hurricane Zeta impacted Client and immediate action is required to address the public exigency and emergency;

Now therefore, in consideration of the mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants, and agrees as follows:

1. TERM & APPLICABILITY

To comply with **Exhibit A, FEMA Fact Sheet on Procurement Under Grants: Under Exigent or Emergency Circumstances**, the term of this Agreement shall commence upon issuance of Notice to Proceed from Client to Consultant and shall expire forty-five (45) days from the Notice to Proceed date. At the sole discretion of Client, this Agreement may be renewed for an additional forty-five (45) days. This Agreement shall apply to all work performed at the request of the Client or for the benefit of the Client during the term hereof (the "Work") unless both parties agree in writing that the terms and conditions hereof shall not apply.

2. SCOPE OF WORK

Consultant shall perform such Work following the issuance of a Notice to Proceed in accordance with **Exhibit B, Scope of Work**.

3. INDEPENDENT CONTRACTOR

Consultant is an independent contractor and is not an employee of Client. Services performed by Consultant under this Agreement are solely for the benefit of Client. Nothing contained in this Agreement creates any duties on the part of Consultant toward any person not a party to this Agreement.

4. STANDARD OF CARE

Consultant will perform services under this Agreement with the degree of skill and diligence normally practiced by professional consultants performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.

5. CHANGES/AMENDMENTS

This Agreement and its exhibits constitute the entire agreement between the Parties and together with its exhibits supersede any prior written or oral agreements. This Agreement may not be changed except by written amendment signed by both Parties.

6. FEE FOR SERVICES

The fee for the Work under this Agreement will be based on the actual hours of services furnished, plus direct project and travel expenses, in accordance with **Exhibit C, Bill Rates**.

7. PAYMENT

Client shall pay Consultant for services furnished under this Agreement upon submission of invoices. Client shall pay Consultant within thirty (30) days of receipt of invoices less any disputed amounts. If Client disputes any portion of the invoice, the undisputed portion will be paid and Consultant will be notified in writing, within ten (10) days of receipt of the invoice of the exceptions taken. Consultant and Client will attempt to resolve the payment dispute within sixty (60) days or the matter may be submitted to litigation as provided herein. Additional charges for interest shall become due and payable at a rate of one and one-half percent (1-1/2%) per month (or the maximum percentage allowed by law) on the unpaid, undisputed invoiced amounts. Any interest charges due from Client on past due invoices are outside any amounts otherwise due under this Agreement. If Client fails to pay undisputed invoiced amounts within sixty (60) days after delivery of invoice, Consultant, at its sole discretion, may suspend services hereunder or may initiate collections proceedings, without incurring any liability or waiving any right established hereunder or by law.

8. INSURANCE

Consultant shall maintain insurance with the following required coverage and minimum limits and upon request, will provide insurance certificates to Client:

Worker's Compensation:	Statutory
Employer's Liability:	\$1,000,000
Commercial General Liability:	\$1,000,000 per occurrence \$1,000,000 aggregate
Comprehensive General Automobile:	\$1,000,000 combined single limit
Professional Liability:	\$1,000,000 per claim and in the aggregate

9. WORK PRODUCT

Consultant shall retain ownership of its trade secrets, and other proprietary and confidential information, including the Thompson Data Management System "TDMS System" and all Work Products (hereinafter defined) Client agrees to preserve the confidentiality of any trade secrets, confidential or propriety information; however, Client shall have the unrestricted right to use the documents, analyses and other data prepared by Consultant under this Agreement ("Work Products"); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Consultant. If Client releases the Work Products to a third party without Consultant's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion, (b) Consultant shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products and (c) Client shall indemnify, defend and hold Consultant harmless from any and all claims or damages related to the release, change or reuse of any of the Work Products, to the extent permissible under Mississippi law.



Exigent and Emergency Circumstances Limited Services Agreement General Terms and Conditions

10. RESERVED

11. NO CONSEQUENTIAL DAMAGES

To the extent permissible under Mississippi law, in no event and under no circumstances shall Consultant be liable to Client for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due to late completion or otherwise or for any other economic, consequential, indirect or special damages.

12. INFORMATION PROVIDED BY OTHERS

Client shall provide to Consultant in a timely manner any information Consultant indicates is needed to perform the services hereunder. Consultant may rely on the accuracy of information provided by Client and its representatives.

13. SAFETY AND SECURITY

Consultant has established and maintains programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Consultant specifically disclaims any authority or responsibility for job site safety and safety of persons other than Consultant's employees. Consultant shall not provide any such services and disclaims any responsibility under this Agreement related to site security or the assessment, evaluation, review, testing, maintenance, operation or safety practices or procedures related to security.

14. TERMINATION

Either party may terminate this Agreement upon fifteen (15) days prior written notice to the other party. Client shall pay Consultant for all services rendered to the date of termination plus reasonable expenses for winding down the services. If either party defaults in its obligations hereunder, the non-defaulting party, after giving seven (7) days written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not commenced and diligently continued, terminate this Agreement or suspend performance under this Agreement. Upon termination, the terms and conditions found in this Agreement shall survive its termination, including but not limited to the language in sections 4, 7, 9, 10, 11, 12, 15, 16

15. GOVERNING LAW AND CHOICE OF FORUM

This Agreement shall be governed by the laws of the State of Mississippi and any suit brought by either party shall be brought in a court of competent jurisdiction in the State where the Work is performed.

16. DISPUTE RESOLUTION

Consultant and Client shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if resolution cannot be made to attempt to mediate the conflict by a professional mediator. If mediation does not settle any dispute or action which arises under this Agreement or which relates in any way to this Agreement or the subject matter of this Agreement within ninety (90) days after either requests mediation, the matter will be litigated as provided in the previous paragraph 15.

17. ASSIGNMENT

This Agreement is binding upon and will inure to the benefit of Client and Consultant and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.

18. NOTICES

Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

Client: _____

Attention: _____

Address: _____

Consultant: Thompson Consulting Services, LLC

Attention: Jon Hoyle, President

Address: 1135 Townpark Avenue

Suite 2101

Lake Mary, FL 32746

With a copy to:

Attention: Chad Brown, Chief Legal Officer

Address: 2970 Cottage Hill Road

Suite 190

Mobile, AL 36606

19. MISCELLANEOUS

A. Client expressly agrees that all provisions of the Agreement, including the clause limiting the liability of Consultant, were mutually negotiated and that but for the inclusion of the limitation of liability clause in the Agreement, Consultant's compensation for services would otherwise be greater and/or Consultant would not have entered into the Agreement.

B. If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and the provision declared invalid or unenforceable shall continue as to other circumstances.

C. Consultant shall maintain adequate records of all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract. The Client shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the Agreement. This information shall be made accessible at the Client's



Exigent and Emergency Circumstances Limited Services Agreement General Terms and Conditions

place of business for purposes of inspection, reproduction and audit without restriction.

D. Notwithstanding any statute to the contrary, the Parties agree that any action to enforce or interpret this Agreement shall be initiated within two (2) years from the time the party knew or should have known of the fact giving rise to its action, and shall not in any case be initiated later than five (5) years after Consultant completes its Scope of Services under this Agreement, or such shorter period for filing action in accordance with the governing law.

E. **Exhibit D, Federal Uniform Guidance Requirements** is incorporated into this Agreement.

F. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

G. In the event of a conflict between the terms and conditions contained in this Agreement and the Attachments hereto, this Agreement shall control.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]



Exigent and Emergency Circumstances Limited Services Agreement General Terms and Conditions

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.

City of Gautier, Mississippi

Name: _____

Title: _____

Date: _____



Thompson Consulting Services, LLC

Name: Jon Hoyle

Title: President

Date: November 9, 2020

Please return executed copy of these terms and conditions to the attention of:

Lydia Pena
lpna@thompsoncs.net
(407) 792-0018 - Phone

**CITY OF GAUTIER
Business Agenda Item #2
Fact Sheet**

Council Meeting:
Title:

**November 10, 2020
Authorization to enter into Tidelands Grant
Agreement with the Mississippi Department of
Marine Resources**

Introduced by:
Contact Person/Telephone

April Havens 497-8000 ext. 315

Summary Explanation: Authorization to enter into Tidelands Grant Agreement with the Mississippi Department of Marine Resources – Shepard State Park Project

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract/Agreement	☒
Minutes	☐
Plan Maps	☐
Order	☐
Other	☒
Submittal Authorization	City Manager

Staff Recommendation:

Approval

Motion Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

Second Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Torjusen	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken

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

ORDER NUMBER 000-2020

WHEREAS, on the City of Gautier received a Tidelands Grant Agreement from the Department of Marine Resources for a Tidelands grant award in the amount of \$250,000 for the Shepard State Park Project; and

WHEREAS, in order to utilize these funds, the City must enter the attached agreement; and

WHEREAS, the Mayor and Council Members find that entering into this agreement is in the best interest of the City of Gautier;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to enter into a grant agreement with Mississippi Department of Marine Resources (MDMR) for Tidelands funding for the Shepard State Park Project in the amount of \$250,000.00.

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

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 10, 2020.

**CITY OF GAUTIER
Business Agenda Item #3
Fact Sheet**

Council Meeting:
Title:

November 10, 2020
Consideration of a Conditional Use-Major Permit
that would allow an automated car wash at 2235
Highway 90 in a Town Center Zoning District,
PID #82436060.000

Introduced by:
Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration of a Conditional Use-Major Permit that would allow an automated car wash at 2235 Highway 90 in a TC Town Center Zoning District, PID #82436060.000 (GPC Case No. 20-22-CU). The application fee of \$250 was paid on September 11, 2020. All public notice requirements have been met.

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:

Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐
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Second Made by:

Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐
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Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Torjusen	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2020

**CITY OF GAUTIER
CONDITIONAL USE-MAJOR PERMIT
GPC CASE NO. 20-22-CU
2235 HIGHWAY 90 – TC TOWN CENTER ZONING DISTRICT
REGARDING PARCEL ID NO: 82436060.000**

WHEREAS, an application for a Conditional Use-Major Permit to allow an automated car wash in a TC Town Center Zoning District was submitted by Troy Lirette; and

WHEREAS, the parcel subject to this Permit is located at 2235 Highway 90 in Gautier, Mississippi; and

WHEREAS, after due public notice, Planning Commission, at its November 5, 2020 meeting, held a public hearing on this matter; and

WHEREAS, the Planning Commission considered testimony and exhibits presented by the applicant, the report of the City Staff and all relevant evidence, and recommended approval of such a permit; and

WHEREAS, the City Council has considered testimony and exhibits presented by the applicant, the report of the City Staff, and all relevant evidence, in addition to the favorable recommendation from Planning Commission; and

WHEREAS, the City Council hereby finds that the proposed Conditional Use-Major Permit (is or is not) consistent with the goals, objectives and policies of the City's Comprehensive Plan; and

WHEREAS, the City Council hereby finds that the proposed Conditional Use-Major (is or is not) consistent with the character of the immediate vicinity of the proposed use; and

WHEREAS, the City Council hereby finds that all relevant criteria in the Unified Development Ordinance have been met to (approve or deny) a Conditional Use-Major Permit; and

WHEREAS, the City Council hereby finds that the proposed use, classified as an automated car wash at 2235 Highway 90, is permitted as a Conditional Use-Major in the TC Town Center Zoning District.

IT IS THEREFORE ORDERED that the City Council accepts the recommendation of the Planning Commission and (approves or denies) the application submitted by Troy Lirette on September 11, 2020 for a Conditional Use-Major Permit.

IT IS FURTHER ORDERED that no specific conditions are required for the permit to be issued.

IT IS FURTHER ORDERED that the City Clerk shall have this permit recorded in the public records of Jackson County, at the expense of the applicant, and provide the applicant a copy of the permit with the recording information affixed.

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

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 10, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 11/9/2020
Subject: Consideration of a Conditional Use Major Permit request that would allow an automated car wash at 2235 Highway 90 in a Town Center Zoning District, PID # 82436060

REQUEST:

The Planning Department has received a request by Troy Lirette for a Conditional Use-Major that would allow an automated car wash at 2235 Highway 90 in a TC Town Center Zoning District, PID #82436060.000 (GPC Case No. 20-22-CU). The application fee of \$250 was paid on September 11, 2020. All public notice requirements have been met.

BACKGROUND:

The request property is zoned TC Town Center.

Location: 2235 Highway 90 (See Exhibit A)

General features of the proposed project:

Total Area: 2.38 Acres

Existing Zoning – TC Town Center (See Exhibit B)

Existing Land Use – Vacant (See Exhibit C)

Comprehensive Plan Future Land Use Designation – Town Center. (See Exhibit D)

DISCUSSION:

The following addresses the review criteria for a Major Conditional Use outlined in Section 4.17.5 of the UDO.

Is the proposed use listed in the list of possible Conditional Uses in the particular Zoning District?

Applicant: Yes.

Staff Finding: Yes, Automated Car Wash is listed as a Conditional Use-Major in a TC Town Center District.

Describe how the project is compatible with the character of development in the vicinity relative to (a) density, bulk and intensity of structures, (b) parking, and (c) other uses. Please attach parking plan, site plan, architectural rendering or other plans.

Applicant Response: See Attached.

Staff Finding: The proposed use is allowed in a TC zoning district with a Major Conditional Use.

Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens? Explain.

Applicant Response: No, should increase value.

Staff Finding: There is no evidence to indicate the proposed use will negatively affect the property values, or cause a detriment to the surrounding properties.

Will your project adversely affect vehicular or pedestrian traffic in the vicinity? Explain.

Applicant Response: No.

Staff Finding: There is no evidence that the proposed use will have any adverse effect on vehicular or pedestrian traffic.

Can the proposed use be accommodated by existing or proposed public services and facilities including, but not limited to, water, sanitary sewer, streets, drainage, police and fire protection, and schools?

Applicant Response: Yes.

Staff Finding: The proposed use can be accommodated by existing public services and facilities.

Is the proposed use in harmony with the Comprehensive Plan? Explain how.

Applicant: Yes.

Staff Response: According to the Unified Development Ordinance, "Car Wash, Automated" requires a Major Conditional Use in a TC Town Center district.

Does the proposed use pose a hazardous, detrimental, or disturbing affect, either real or perceived, to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances? Explain.

Applicant Response: No.

Staff Finding: There is no evidence that the proposed use poses a hazardous, detrimental or disturbing affect to present surrounding uses.

Does the use conform to all district regulations for the applicable district in which it is located, or have other provisions been provided for? Explain.

Applicant Response: Yes.

Staff Finding: The proposed use will conform to district regulations.

DETERMINATION OF APPLICABLE LAW:

The UDO defines conditional uses as specific uses which are enumerated in each zoning district and which because of their nature are not allowed by right but may be allowed after the required review process. The City may specify certain conditions as necessary to make the use compatible with other uses in the same district. Conditional uses are issued for uses of land and uses designated "Conditional Uses-Major" are transferable from one (1) owner of land to another.

The UDO further defines Conditional Uses-Major as uses that are not allowed by right but require a recommendation by the Planning Commission and the approval of the City Council. Additionally, if the conditional use is transferred to a new owner, the new owner must submit a letter to the Planning Director agreeing to the current terms and condition.

Conditional Uses-Major requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).

RECOMMENDATION:

Planning Commission finds that the proposed use will be compatible and harmonious with the TC Town Center Zoning District and recommends approval with no additional proposed conditions other than the currently existing requirements of the City of Gautier's Unified Development Ordinance.

The City Council may:

Approve the Conditional Use-Major

Approve the Conditional Use-Major with changes; or

Deny the Conditional Use-Major.

ATTACHMENTS:

1. Excerpt GPC Meeting 11.5.20
2. Complete Packet 20-22-CU

Excerpt from November 5, 2020 Planning Commission Meeting (GPC 20-22-CU)

The Planning Department has received a request from Troy Lirette for a Conditional Use-Major that would allow an automated car wash at 2235 Highway 90 in a TC Town Center Zoning District (GPC Case No. 20-22-CU).

Scott Ankerson, Planning Director, gave a brief overview of the case.

REQUEST:

The Planning Department has received a request by Troy Lirette for a Conditional Use-Major that would allow an automated car wash at 2235 Highway 90 in a TC Town Center Zoning District, PID #82436060.000 (GPC Case No. 20-22-CU). The application fee of \$250 was paid on September 11, 2020. All public notice requirements have been met.

BACKGROUND:

The request property is zoned TC Town Center.

1. Location: 2235 Highway 90 (See Exhibit A)
2. General features of the proposed project:
Total Area: 2.38 Acres
3. Existing Zoning – TC Town Center (See Exhibit B)
4. Existing Land Use – Vacant (See Exhibit C)
5. Comprehensive Plan Future Land Use Designation – Town Center. (See Exhibit D)

DISCUSSION:

The following addresses the review criteria for a Major Conditional Use outlined in Section 4.17.5 of the UDO.

1. Is the proposed use listed in the list of possible Conditional Uses in the particular Zoning District?

Applicant: Yes.

Staff Finding: Yes, Automated Car Wash is listed as a Conditional Use-Major in a TC Town Center District.

2. Describe how the project is compatible with the character of development in the vicinity relative to (a) density, bulk and intensity of structures, (b) parking, and (c) other uses. Please attach parking plan, site plan, architectural rendering or other plans.

Applicant Response: See Attached.

Staff Finding: The proposed use is allowed in a TC zoning district with a Major Conditional Use.

3. Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens? Explain.

Applicant Response: No, should increase value.

Staff Finding: There is no evidence to indicate the proposed use will negatively affect the property values, or cause a detriment to the surrounding properties.

4. Will your project adversely affect vehicular or pedestrian traffic in the vicinity? Explain.

Applicant Response: No.

Staff Finding: There is no evidence that the proposed use will have any adverse effect on vehicular or pedestrian traffic.

5. Can the proposed use be accommodated by existing or proposed public services and facilities including, but not limited to, water, sanitary sewer, streets, drainage, police and fire protection, and schools?

Applicant Response: Yes.

Staff Finding: The proposed use can be accommodated by existing public services and facilities.

6. Is the proposed use in harmony with the Comprehensive Plan? Explain how.

Applicant: Yes.

Staff Response: According to the Unified Development Ordinance, “Car Wash, Automated” requires a Major Conditional Use in a TC Town Center district.

7. Does the proposed use pose a hazardous, detrimental, or disturbing affect, either real or perceived, to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances? Explain.

Applicant Response: No.

Staff Finding: There is no evidence that the proposed use poses a hazardous, detrimental or disturbing affect to present surrounding uses.

8. Does the use conform to all district regulations for the applicable district in which it is located, or have other provisions been provided for? Explain.

Applicant Response: Yes.

Staff Finding: The proposed use will conform to district regulations.

DETERMINATION OF APPLICABLE LAW:

1. The UDO defines conditional uses as specific uses which are enumerated in each zoning district and which because of their nature are not allowed by right but may be allowed after the required review process. The City may specify certain conditions as necessary to make the use compatible with other uses in the same district. Conditional uses are issued for uses of land and uses designated “Conditional Uses-Major” are transferable from one (1) owner of land to another.

The UDO further defines Conditional Uses-Major as uses that are not allowed by right but require a recommendation by the Planning Commission and the approval of the City Council. Additionally, if the conditional use is transferred to a new owner, the new owner must submit a letter to the Planning Director agreeing to the current terms and condition.

2. Conditional Uses-Major requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).

RECOMMENDATION & CONCLUSION:

Staff finds that the proposed use will be compatible and harmonious with the TC Town Center Zoning District and recommends approval with no additional proposed conditions

other than the currently existing requirements of the City of Gautier's Unified Development Ordinance.

The Planning Commission may:

1. Recommend that City Council approve the Conditional Use-Major
2. Recommend that City Council approve the Conditional Use-Major with changes;
or
3. Recommend that City Council deny the Conditional Use-Major.

Mr. Lirette advised the Commission that entrance to the car wash would be from Ladnier Road and exit would be on the frontage road. He also explained the car wash would be on the east side of the lot and that he would be leaving the green space on the corner of the frontage road and Ladnier Road.

There were none in attendance speaking in opposition.

Commissioner Jamison made a motion to recommend that City Council approve the Conditional Use Major based on the evidence in the record that all criteria had been met.

Commissioner Gainer seconded the motion and the following vote was recorded:

AYES:	David Wooten
	Kay C. Jamison
	Jimmy Green
	Paul Gainer
	James Lee
	William Davis
	Josh Ward

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

November 5, 2020

GPC #20-22-CU

Troy Lirette

2235 Highway 90

VII. NEW BUSINESS

1. Consider a request by Troy Lirette for a Conditional Use-Major that would allow an automated car wash at 2235 Highway 90 in a TC Town Center Zoning District, PID #82436060.000 (GPC Case No. 20-22-CU)

GAUTIER PUBLIC HEARING PROCESS (PLANNING COMMISSION)

Planning Commission Chairman to follow procedure below. All questions/comments to be directed to the Council and not to applicant, staff, or other attendees of the meeting.

1. Chairman announces the case.
2. Chairman makes statement, "This is a Public Hearing and all statements to be made need to be true and accurate for the record."
3. Staff gives brief overview of case.
4. Applicant presents their case.
5. Anyone to speak in support of the Request? Please state your name and address for the record.
6. Anyone to speak in opposition of the Request? Please state your name and address for the record.
7. Any final comments from the applicant?
8. Questions from Commission?
9. Chairman closes public hearing – "This closes the Public Hearing portion of this case" bang of gavel
10. Motion/Deliberation/Vote

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: October 14, 2020

Subject: Consider a request for a Conditional Use-Major that would allow an automated car wash at 2235 Highway 90 in a TC Town Center Zoning District (GPC Case No. 20-22-CU)

REQUEST:

The Planning Department has received a request by Troy Lirette for a Conditional Use-Major that would allow an automated car wash at 2235 Highway 90 in a TC Town Center Zoning District, PID #82436060.000 (GPC Case No. 20-22-CU). The application fee of \$250 was paid on September 11, 2020. All public notice requirements have been met.

BACKGROUND:

The request property is zoned TC Town Center.

1. Location: 2235 Highway 90 (See Exhibit A)
2. General features of the proposed project:
Total Area: 2.38 Acres
3. Existing Zoning – TC Town Center (See Exhibit B)
4. Existing Land Use – Vacant (See Exhibit C)
5. Comprehensive Plan Future Land Use Designation – Town Center. (See Exhibit D)

DISCUSSION:

The following addresses the review criteria for a Major Conditional Use outlined in Section 4.17.5 of the UDO.

1. Is the proposed use listed in the list of possible Conditional Uses in the particular Zoning District?

Applicant: Yes.

Staff Finding: Yes, Automated Car Wash is listed as a Conditional Use-Major in a TC Town Center District.

2. Describe how the project is compatible with the character of development in the vicinity relative to (a) density, bulk and intensity of structures, (b) parking, and (c) other uses. Please attach parking plan, site plan, architectural rendering or other plans.

Applicant Response: See Attached.

Staff Finding: The proposed use is allowed in a TC zoning district with a Major Conditional Use.

3. Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens? Explain.

Applicant Response: No, should increase value.

Staff Finding: There is no evidence to indicate the proposed use will negatively affect the property values, or cause a detriment to the surrounding properties.

4. Will your project adversely affect vehicular or pedestrian traffic in the vicinity? Explain.

Applicant Response: No.

Staff Finding: There is no evidence that the proposed use will have any adverse effect on vehicular or pedestrian traffic.

5. Can the proposed use be accommodated by existing or proposed public services and facilities including, but not limited to, water, sanitary sewer, streets, drainage, police and fire protection, and schools?

Applicant Response: Yes.

Staff Finding: The proposed use can be accommodated by existing public services and facilities.

6. Is the proposed use in harmony with the Comprehensive Plan? Explain how.

Applicant: Yes.

Staff Response: According to the Unified Development Ordinance, "Car Wash, Automated" requires a Major Conditional Use in a TC Town Center district.

7. Does the proposed use pose a hazardous, detrimental, or disturbing affect, either real or perceived, to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances? Explain.

Applicant Response: No.

Staff Finding: There is no evidence that the proposed use poses a hazardous, detrimental or disturbing affect to present surrounding uses.

8. Does the use conform to all district regulations for the applicable district in which it is located, or have other provisions been provided for? Explain.

Applicant Response: Yes.

Staff Finding: The proposed use will conform to district regulations.

DETERMINATION OF APPLICABLE LAW:

1. The UDO defines conditional uses as specific uses which are enumerated in each zoning district and which because of their nature are not allowed by right but may be allowed after the required review process. The City may specify certain conditions as necessary to make the use compatible with other uses in the same district. Conditional uses are issued for uses of land and uses designated "Conditional Uses-Major" are transferable from one (1) owner of land to another.

The UDO further defines Conditional Uses-Major as uses that are not allowed by right but require a recommendation by the Planning Commission and the approval of the City Council. Additionally, if the conditional use is transferred to a new owner, the new owner must submit a letter to the Planning Director agreeing to the current terms and condition.

2. Conditional Uses-Major requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).

RECOMMENDATION & CONCLUSION:

Staff finds that the proposed use will be compatible and harmonious with the TC Town Center Zoning District and recommends approval with no additional proposed conditions other than the currently existing requirements of the City of Gautier's Unified Development Ordinance.

The Planning Commission may:

1. Recommend that City Council approve the Conditional Use-Major
2. Recommend that City Council approve the Conditional Use-Major with changes;
or
3. Recommend that City Council deny the Conditional Use-Major.

ATTACHMENTS:

1. Applicant's Exhibit 1 – Application
2. City's Exhibit A – Location Map
3. City's Exhibit B – Existing Zoning Map
4. City's Exhibit C – Existing Land Use Map
5. City's Exhibit D – Future Land Use Map

GAUTIER, MISSISSIPPI
ECONOMIC DEVELOPMENT/PLANNING DEPARTMENT
CONDITIONAL USE APPLICATION

Public Hearing Number

OPC 20-22-CU

<u>TO BE HEARD BY GAUTIER PLANNING COMMISSION:</u>		<u>FEE:</u>
Conditional Use - Major	<u>✓</u>	\$250.00
<u>TO BE HEARD BY ECONOMIC DEVELOPMENT/PLANNING DIRECTOR:</u>		<u>FEE:</u>
Conditional Use - Minor	<u> </u>	\$250.00

Name of Applicant: Troy Lirette
Name of Business: Cajun Clean Car Wash Phone: (228) 861-3940
Property Address: 2235 Hwy 90 Mailing Address (if Different):
E-Mail Address: troy_lirette@yahoo.com PID # 82436060.000
Proposed Use Requiring Conditional Use: Automated Conveyor CAR WASH in TC Town Center (Refer to Article V, UDO)
Proposed Location is: ☒ New Build ☐ Existing (with no modifications) ☒ Existing (with proposed modifications)
New Construction / Bank Demo
ATTACHMENTS REQUIRED AS APPLICABLE:

- ✓ 1. Answers to the Criteria for Approval (see attached).
- ✓ 2. Project Narrative (see attached).
- ✓ 4. Diagram of intended use (see attached).
- N/A 4. Copy of protective covenants or deed restrictions, if any.
- N/A 5. Copies of approvals, or requests for approval, from other agencies, such as, but not limited to, the Mississippi State Department of Health, U.S. Army Corp of Engineers, Mississippi Department of Environmental Quality and Department of Marine Resources.
- N/A 6. Any other information requested by the Economic Development/Planning Director and/or members of the Technical Review Committee.
- ✓ 7. Owner's Consent form, if anyone other than 100% sole owner makes application (see attached).

Signature of Applicant(s): Troy M Lirette Date of Application: 9/9/2020

FOR OFFICE USE ONLY	
Date Received <u>9-11-2020</u>	Verify as Complete <u>✓</u>
Fee Amount Received <u>250.00</u>	Initials of Employee Receiving Application <u>BS</u>

OWNER'S CONSENT AND DESIGNATION OF AGENT

Herman E. Smith for
I, Merchants & Marine Bank, the fee simple owner of the following
described property (address or parcel ID number(s) if no address assigned):

2235 U S Hwy 90, Gautier MS 39553

hereby petition to the City of Gautier to allow Troy Lirette
_____ and affirm that (name of person) _____
Troy Lirette is hereby designated to
act as agent on my behalf to accomplish the above.

I certify that I have examined the application and that all statements and
diagrams submitted are true and accurate to the best of my knowledge. Further, I
understand this application; attachments and fees become part of the official
records of the City of Gautier, MS, and are not returnable.

Herman E. Smith
(Owner's Signature) Herman E. Smith, EVP
for Merchants & Marine Bank

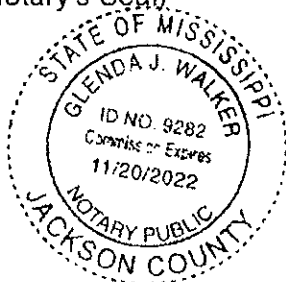
The foregoing instrument was acknowledged before me this 5th day of November
20 20 by Herman E. Smith, EVP for M&M Bank, who
is personally known to me or has produced _____
as identification and who did take an oath.

Glenda J Walker
(Printed Name of Notary Public)

Glenda J Walker
(Signature of Notary Public)

Commission # 9282. My commission expires 11-20-2022.

(Notary's Seal)



This property is located in Flood Zone X according to Flood Insurance Rate Map #280332 0005 E, Revised August 18, 1992.

Lewis Aldred, Jr. P.L.S.
March 5, 2008



STATE OF MISSISSIPPI
COUNTY OF JACKSON

ASSIGNMENT OF PURCHASE AGREEMENT

WHEREAS, a two(2) page Purchase Agreement was entered into between RICHARDSON, INC., as Buyer, and MERCHANTS & MARINE BANK, as Seller, which became effective on June 19th, 2020, which set forth terms and conditions of the sale and purchase of the real property and improvements located at 2235 U.S. Highway 90, Gautier, Mississippi, a copy of said Purchase Agreement is attached hereto.

AND WHEREAS, the said Buyer has agreed to assign all of it's right, title and interest in the said Purchase Agreement to TROY LIRETTE, and MERCHANTS & MARINE BANK consents to the assignment provided that the sale is to be closed no later than 5:00 p.m. on November 15th, 2020. ^{20th 82} _{AB}
If said sale is not closed by such date, then the \$25,000 earnest money deposit which was previously paid by RICHARDSON, INC. shall be forfeited to said Seller.

Herman Smith
MERCHANTS & MARINE BANK

10-7-20
DATE

T. Richardson
RICHARDSON, INC.

10/5/20
DATE

Troy Lrette
TROY LIRETTE

10/4/20
DATE

82436060.000 MERCHANTS & MARINE BANK

PIDN: 82436060.000

GISP: 777.36-03-0117.00

Owner Information

Percent of Ownership: PERCENT_OF

Name: MERCHANTS & MARINE BANK

Name 2:

Mailing Address: P O DRAWER 729
PASCAGOULA MS
39567

Site Address: 2235 HWY 90 GAUTIER

Land Information

Section: 36 Acreage: 2.38

Township: 7S

Range: 7W

Street Name HWY 90

Value and Tax Information

Total Assessed Value: 108206

Total Appraised Value: 721370

Improvement Value: 507990

Land Value: 213380

Tax Amount: 15884

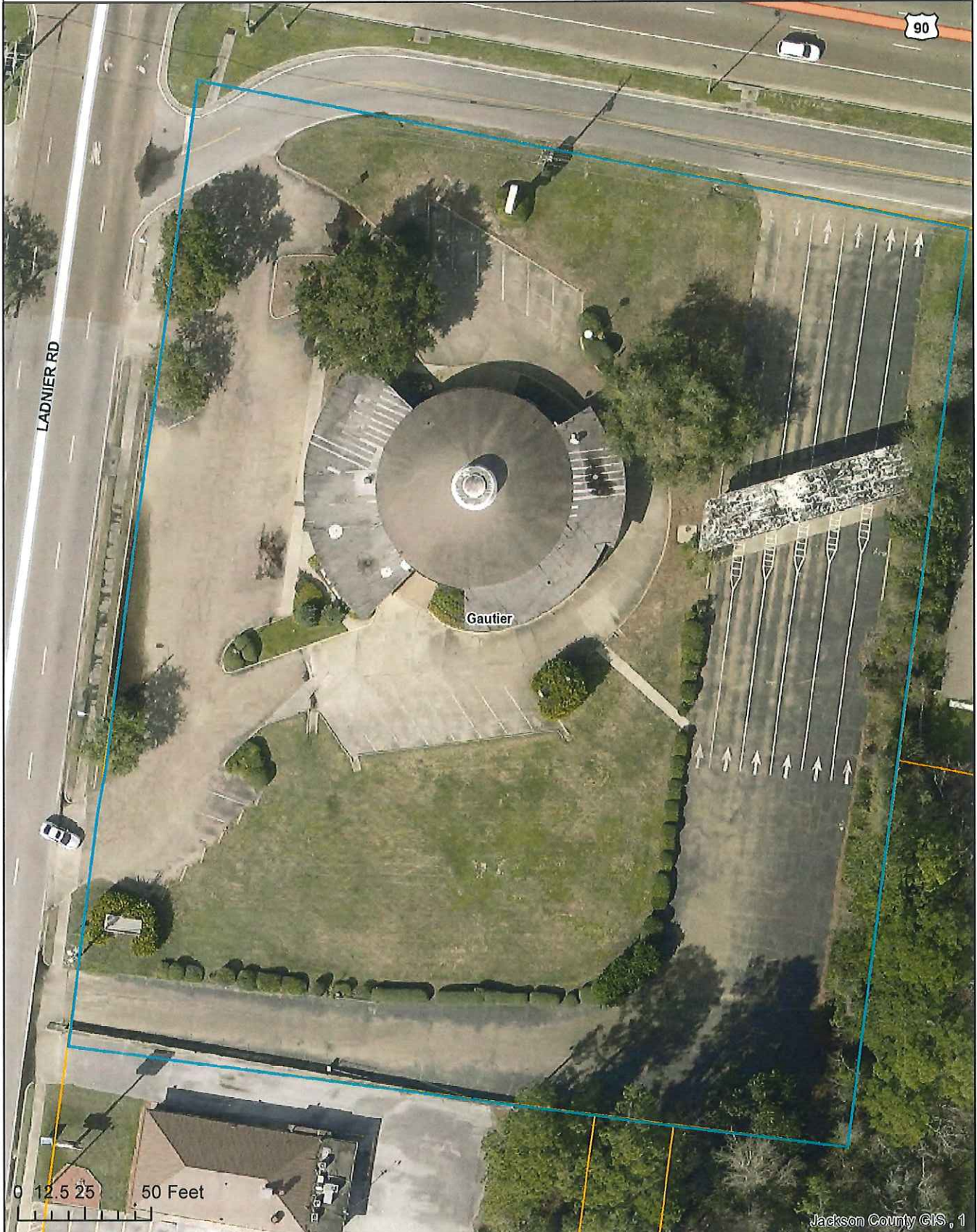
SQ FT: 6961 Year Built: 1972

Legal Description

Description: BEG INTER E/MARG LADNIER RD &
S/M HWY 90 S 79 DEG E 300' S
7 DEG W 345' N 79 DEG W 300' N
7 DEG E 345' TO POB DB 368-72
DB 672-478 (117 Map777.36-03)

Deed Book / Page: 368 / 72

82436060.000 MERCHANTS & MARINE BANK



CONDITIONAL USE CRITERIA FOR APPROVAL - Complete either the Major Conditional Use section or Minor Conditional Use Section below. If more room is needed, answers can be provided on a separate sheet of paper.

MAJOR CONDITIONAL USE CRITERIA FOR APPROVAL

1. Is the proposed use listed in the list of possible Conditional Uses in the particular Zoning District?
YES
2. Please describe how the project is compatible with the character of development in the vicinity relative to (a) density, bulk and intensity of structures, (b) parking, and (c) other uses. Please attach parking plan, site plan, architectural rendering or other plans. *SEE ATTACHED*
3. Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens? Explain. *NO, Should increase Value.*
4. Will your project adversely affect vehicular or pedestrian traffic in the vicinity? Explain.
NO
5. Can the proposed use be accommodated by existing or proposed public services and facilities including, but not limited to, water, sanitary sewer, streets, drainage, police and fire protection, and schools? *YES*
6. Is the proposed use in harmony with the Comprehensive Plan? Explain how.
YES
7. Does the proposed use pose a hazardous, detrimental, or disturbing affect, either real or perceived, to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances? Explain. *NO*
8. Does the use conform to all district regulations for the applicable district in which it is located, or have other provisions been provided for? Explain. *YES*

MINOR CONDITIONAL USE CRITERIA FOR APPROVAL

1. Is the proposed use substantially compatible with other uses in the area, including factors relating to the nature of its location, operation, building design, site design, traffic characteristics, and environmental impacts? Explain.
2. Will the proposed use be materially detrimental to the health, safety, and general welfare of the public or otherwise injurious to the environment or to the property or improvements within the area? Explain.
3. Is the proposed use consistent with the Comprehensive Plan? Explain how.
4. Is the proposed use in conformance with specific site location, development, and operation standards as required by this Ordinance? Explain.



Conditional Use Narrative

Cajun Clean Car Wash is requesting permission to build it's second location in the City of Gautier, located at 2235 Hwy 90. This is presently the old M&M bank location.

We are a local company and our first location is located at 2240 Denny Avenue in Pascagoula. We strongly believe that Gautier would be a great addition to our company.

Cajun Clean Car Wash takes pride in not only building a beautiful, state of the art building but uses the best car wash equipment available. Our operations are maned with multiple employees throughout all business hours. We provide a top-quality conveyor car wash experience with unlimited free vacuums and floor mat cleaners.

Our locations stay clean, well lite, and landscape manicured at all times.

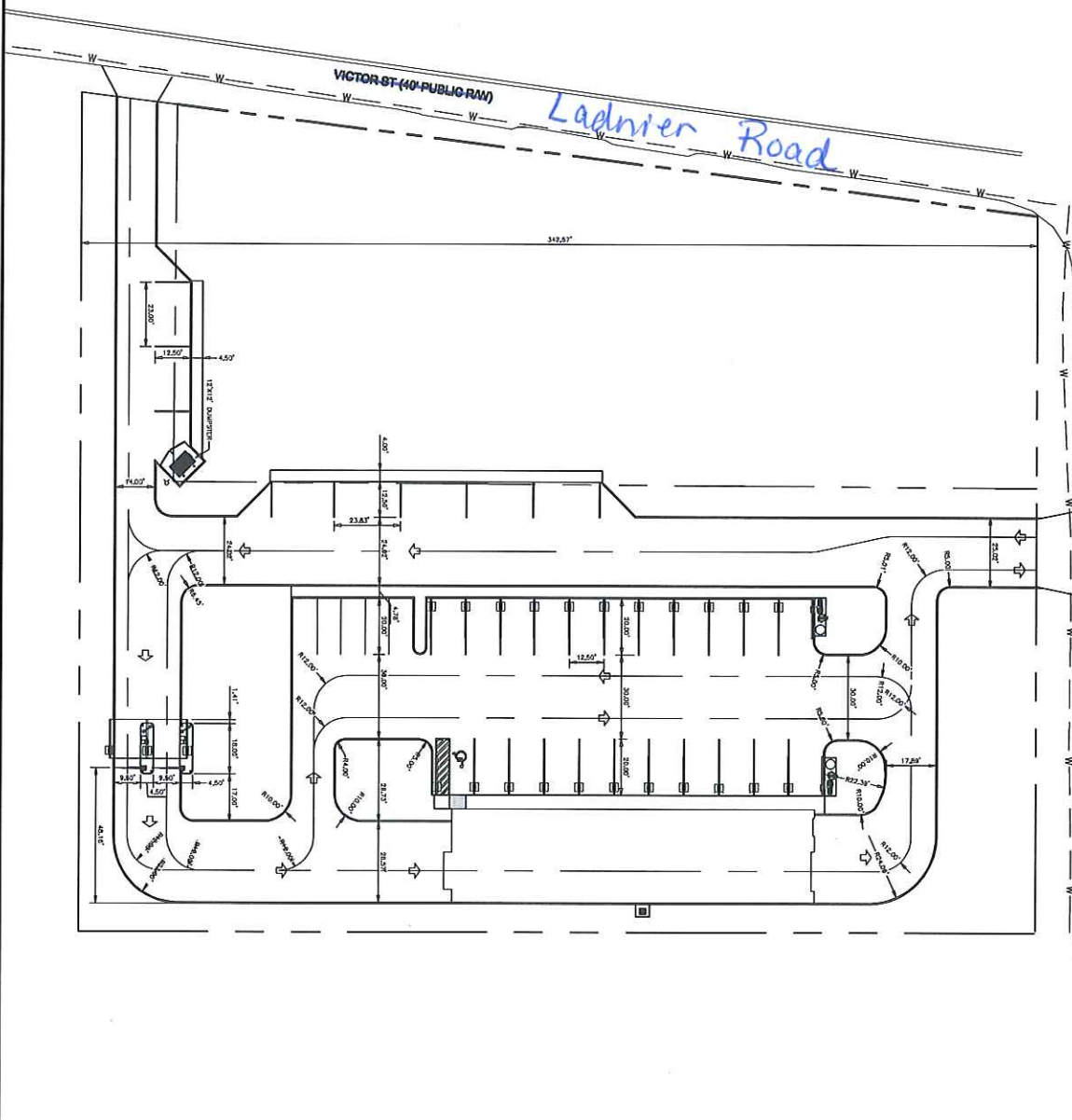
Please consider our request for the development of a conditional use business in your wonderful city. Cajun Clean Car Wash promises to be a great addition to Gautier!!!!

Sincerely,

Troy Lirette
Cajun Clean Car Wash
Owner
228-861-3940



SCALE: 1"=40'



Hwy 90

Description: A tract of land situated in Section 36, Township 7 South, Range 7 West, Gentier, Jackson County, Mississippi and more particularly described as follows: Commencing at the Southwest corner of Section 36; thence North 0 degrees 02 minutes East along the West line of Section 36, 1378.00 feet to the North right-of-way of Old Spanish Trail (formerly - Old U. S. Highway 90); thence South 89 degrees 52 minutes 34 seconds East along the North right-of-way of said road 700.33 feet (recorded - South 89 degrees 30 minutes East 700.62 feet) to the East right-of-way of Ladnier Road (before widening); thence North 7 degrees 53 minutes West 842.29 feet (recorded - 842.20 feet) to the South right-of-way of U. S. Highway 90; thence South 79 degrees 52 minutes 29 seconds East (recorded - South 79 degrees 50 minutes East) along the South right-of-way of said highway 10.00 feet to the East right-of-way of Ladnier Road and to the Point of Beginning; thence South 79 degrees 52 minutes 29 seconds East along the South right-of-way of U. S. Highway 90, 300.00 feet; thence South 7 degrees 53 minutes West 345.00 feet; thence North 79 degrees 52 minutes 29 seconds West 300.00 feet to the East right-of-way of Ladnier Road as now existing; thence North 7 degrees 53 minutes East along the East right-of-way of Ladnier Road 345.00 feet to the Point of Beginning.

This property is located in Flood Zone X according to Flood Insurance Rate Map #280332 0005 E, Revised August 18, 1992.

Aldred Surveying Co.
P.O. Box 2201
Pascagoula, Ms. 39569
A08096

Lewis Aldred, Jr. P.L.S.
March 5, 2008

M&M
MERCHANTS & MARINE
BANK

HERMAN E. SMITH

Executive Vice President and Chief Credit Officer

Phone: 228 • 934 • 1228
3118 Pascagoula Street
Pascagoula, MS 39567

Fax: 228 • 934 • 1342
Post Office Box 728
Pascagoula, MS 39568 • 0729
herman.smith@mandnbank.com

\$675,000
300' x 345'
2,97 AC

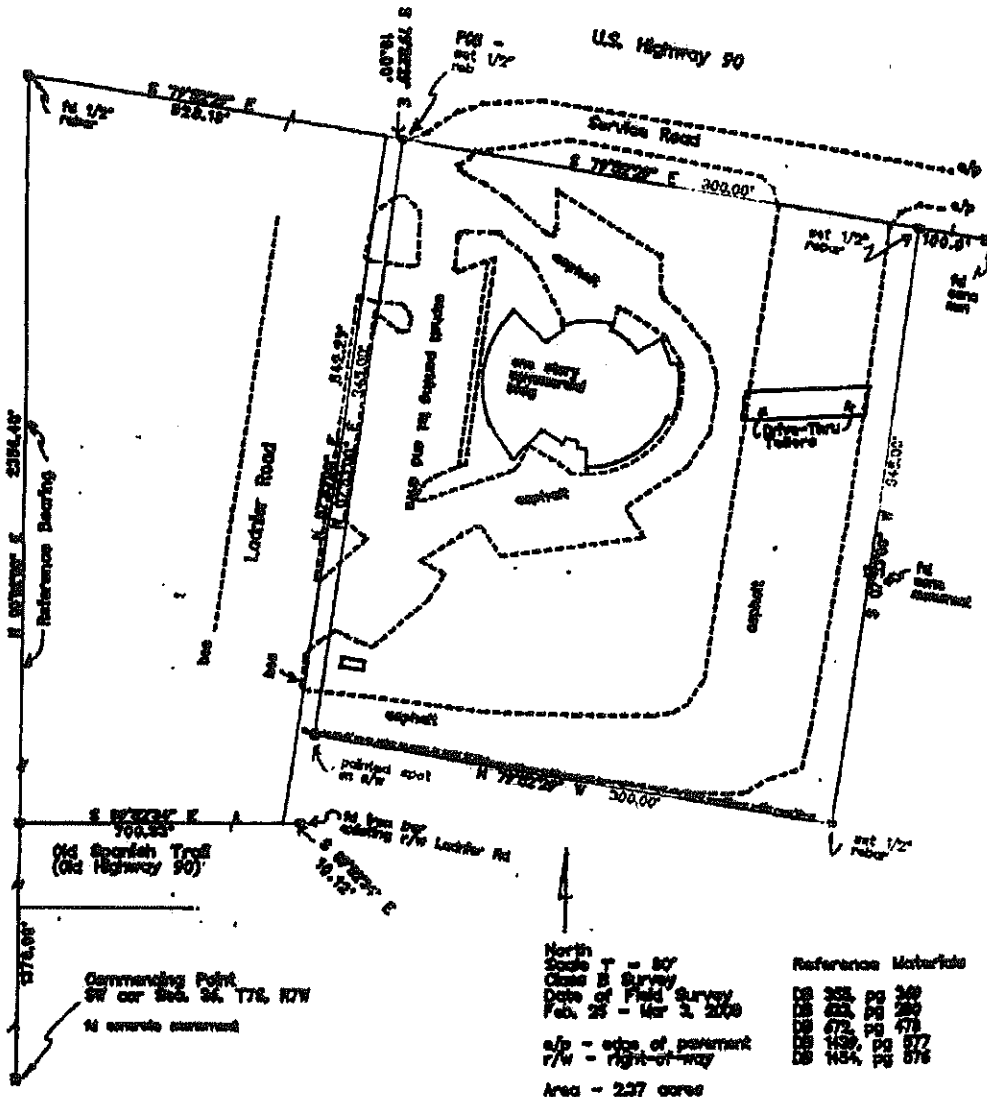


EXHIBIT A

LOCATION MAP

Prepared by:
City of Gautier
Planning Department

Legend

- Gautier_Parcels_Clip
- GAUTIER_CITYLIMITS
- Centerlines_Clip

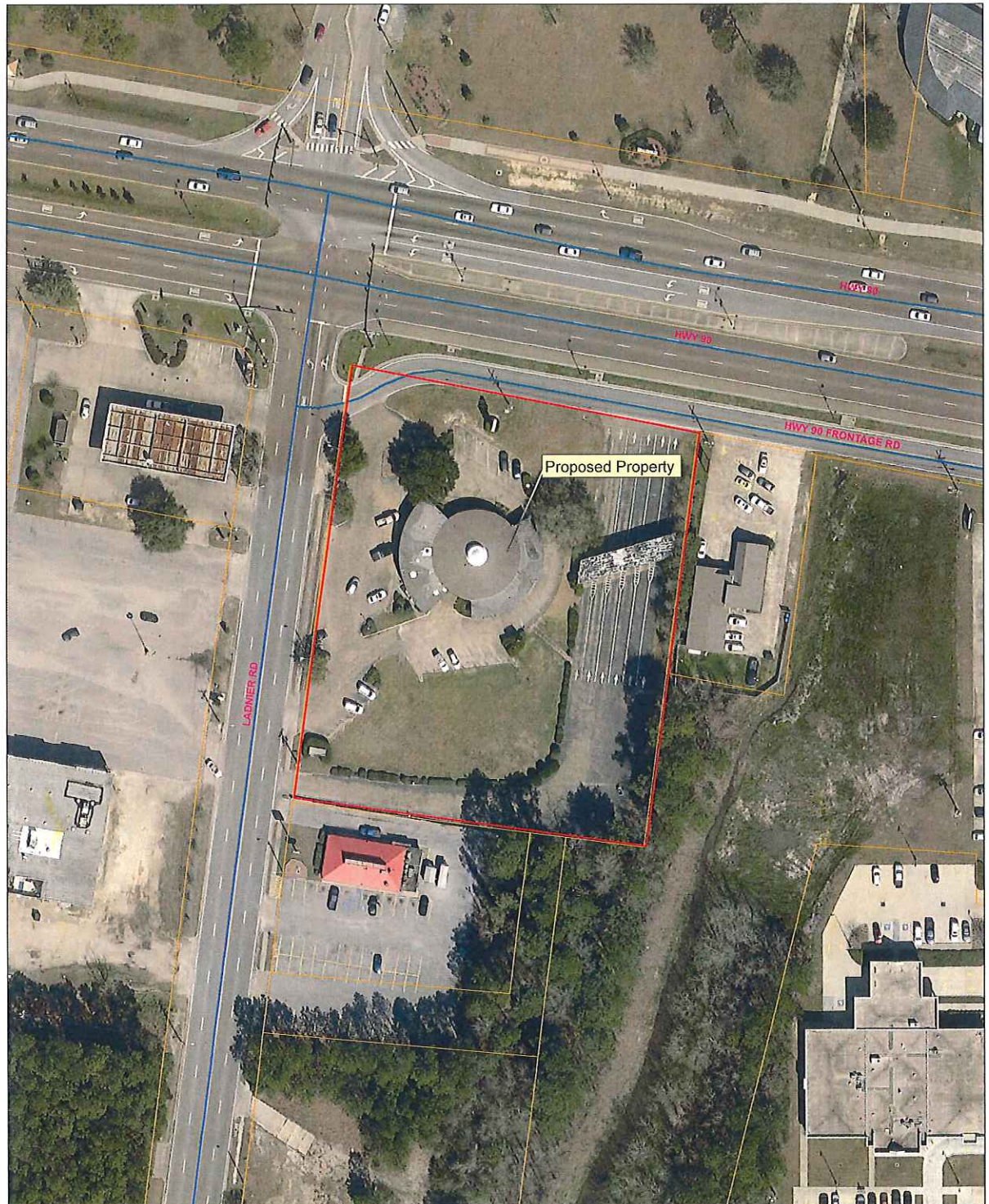


EXHIBIT B

ZONING MAP

Prepared by:
City of Gautier
Planning Department

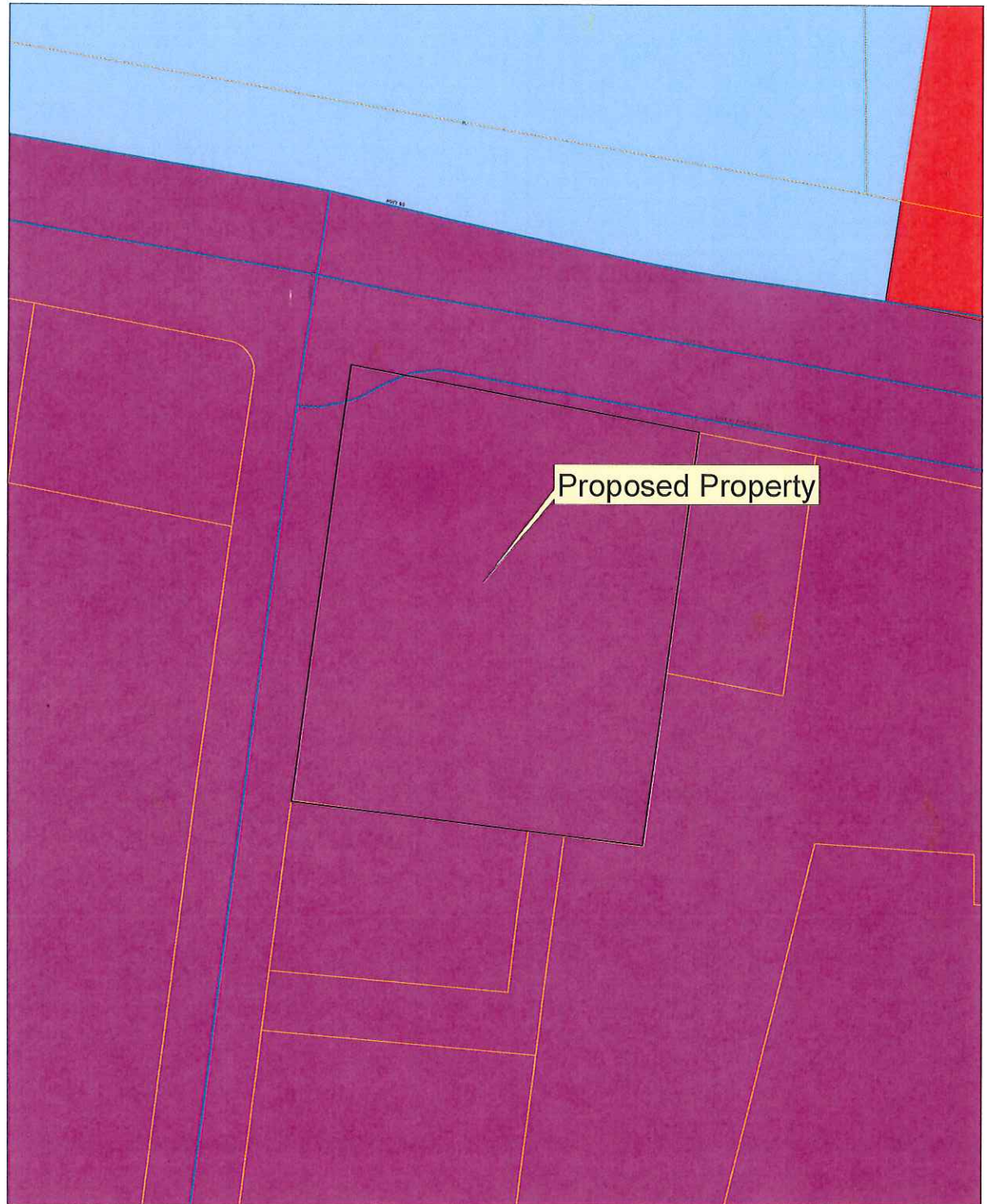
Legend

-  Gautier_Parcels_Clip
-  GAUTIER_CITYLIMITS
-  Centerlines_Clip

Zoning

ZONECODE

-  AG
-  C-1
-  C-2
-  C-3
-  I-2
-  MURC-1
-  MURC-2
-  MURC-MW
-  PL
-  PUD
-  R-1
-  R-2
-  R-3
-  RE
-  TC



EXISTING LAND USE MAP

Prepared by:
City of Gautier
Planning Department

Legend

-  Gautier_Parcels_Clip
 GAUTIER_CITYLIMITS
 Centerlines_Clip

EXISTING LAND USE

ELU_08

- | | |
|---|-------------------------------------|
|  | commercial-retail |
|  | conservation |
|  | civic |
|  | industrial |
|  | marina/fish camps |
|  | high density residential |
|  | mobile home |
|  | mobile home park |
|  | medium density residential |
|  | office |
|  | recreation |
|  | very low to low density residential |
|  | utility |
|  | vacant |

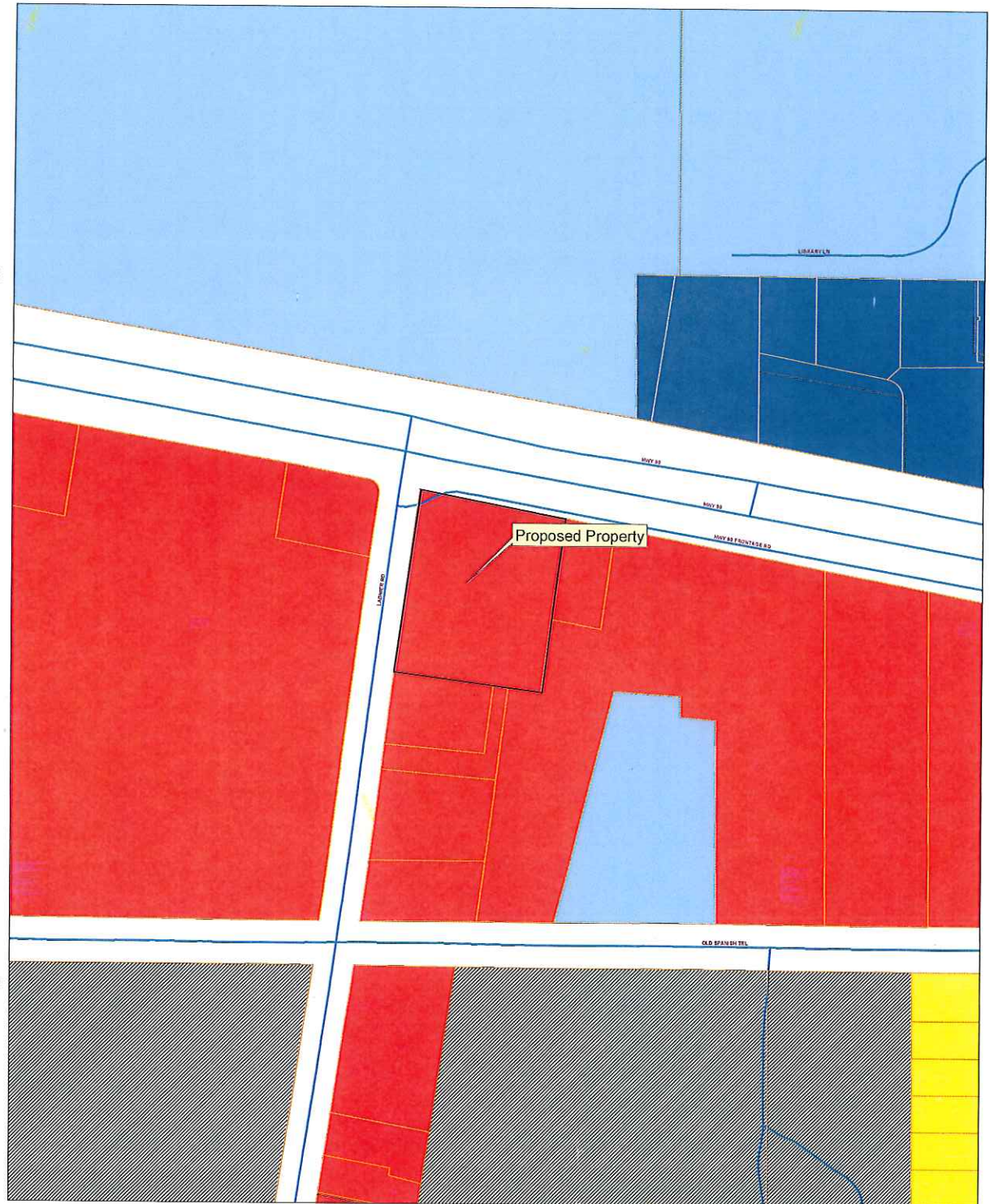


EXHIBIT D

FUTURE LAND USE MAP

Prepared by:
City of Gautier
Planning Department

Legend

-  Gautier_Parcels_Clip
-  GAUTIER_CITYLIMITS
-  Centerlines_Clip

FUTURE LAND USE

FLU_Class

- 
-  Civic
-  high impact commercial
-  Conservation
-  High Density Residential
-  Industrial
-  Low Density Residential
-  Medium Density Residential
-  Mobile Home Residential
-  low impact commercial
-  Recreational
-  recreational commercial
-  Regional Scale Commercial
-  mixed use residential
-  Town Center
-  Very Low Density Residential

