

Tuesday
August 6, 2013
Gautier, Mississippi

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

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

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

- I. Call to Order
 - 1 Prayer
 - 2 Pledge of Allegiance
- II. Agenda Order Approval
- III. Announcements
 - 1 Testing of voting machines Monday, August 12, 2013, 12:00 PM at Jackson County Election Commission office
 - 2 Absentee Voting for “ Pennies for Parks” 2% Referendum Tax August 17th – August 24th
 - 3 “Pennies for Parks” 2% Referendum Tax Election Tuesday, August 27th
- IV. Presentation Agenda
 - 1 Donation of a microchip scanner to the City of Gautier Animal Control by Helene Hicks of Jackson County Spay and Neuter
 - 2 Recognition of the retirement of Police Lt. Thomas Spicer
- V. Public Agenda
 - 1 Agenda Comments
- VI. Business Agenda
 - 1 Order authorizing the City to re-advertise bids for the Allen Road Project
 - 2 Order approving a legal services agreement for the City Manager and Human Resources Director to consult with Heidelberg, Steinberger, Colmer and Borrow

- 3 Order authorizing the City to advertise for professional services for Martin Bluff Road Widening Project: STP9194-00(0001)LPA105069-801000
- 4 Order approving Streetscape Project #R-109-192-01-KCR Change Order #10
- 5 Order approving Coca-Cola Contract for the provision of beverages at City facilities
- 6 Order authorizing submission of grant application for FY2013 Staffing for Adequate Fire and Emergency Response (SAFER) Grant
- 7 Order authorizing retired Lieutenant Tom Spicer to purchase his on-duty weapon and remove weapon City inventory
- 8 Order authorizing submission of grant application to K9s4COPs Organization for a police department service dog
- 9 Order approving MS Office of Highway Safety FY2014 Alcohol Impaired Driving DUI Enforcement Program Grant Acceptance
- 10 Resolution approving City's Comprehensive Fees Schedule
- 11 Order approving appointments to Library Board
- 12 Order approving appointments to Recreation Advisory Committee
- 13 Order approving appointments to Historic Preservation Commission
- 14 Order approving appointments to Technical Review Committee
- 15 Order approving appointments to Municipal Election Commission
- 16 Order approving Sustainability and Energy Optimization Proposal from Schneider Electric to develop an Electrical Energy Assessment and Optimization Plan for ClearWater Solutions for the City of Gautier's water and wastewater distribution system. The value of this contract in the amount of \$10,000.00 is negotiated within the professional services of the ClearWater Contract. There is no financial impact to the City
- 17 Order approving Docket of Claims

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

- 1 Order approving 2% Referendum Tax Election Contract with Jackson County Election Commissioners Danny Glaskox and Joe Barlow
- 2 Order approving Council Meeting Minutes from July 16th and Retreat July 22nd
- 3 Resolution approving the continuance of the Emergency Deep Water Horizon Oil Spill
- 4 Order ratifying annual renewal agreement with Southern Pest Control
- 5 Order authorizing Seaman & Associates to perform a review appraisal for Town Center Project
- 6 Order ratifying annual renewal agreement with Redd Pest Solutions
- 7 Order ratifying agreement for Engineering Services with Goodwyn, Mills & Cawood, Inc.

- 8 Order approving Planning Commission Meeting Minutes from March 7th and April 4th
- 9 Order authorizing extension of G&K Uniform Service Contract for an additional two (2) weeks of billing

**STUDY AGENDA
CITY OF GAUTIER, MISSISSIPPI
August 6, 2013**

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

Recess until August 20, 2013 at 6:30 PM
www.gautier-ms.gov

Agenda Order of Approval

Motion made by Councilman Guillotte, seconded by Councilwoman Martin to remove Business Agenda Item #2, move Business Agenda Item #16 to Business Agenda Item #2, table Business Agenda Items #11-14 until August 20th meeting.

Announcements

- 1 Testing of voting machines Monday, August 12, 2013, 12:00 PM at Jackson County Election Commission office
- 2 Absentee Voting for “Pennies for Parks” 2% Referendum Tax August 17th – August 24th
- 3 “Pennies for Parks” 2% Referendum Tax Election Tuesday, August 27th

Presentation Agenda

- 1 Donation of a microchip scanner to the City of Gautier Animal Control by Helene Hicks of Jackson County Spay and Neuter
 - 2 Recognition of the retirement of Police Lt. Thomas Spicer
-

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

ORDER NUMBER 178-2013

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 re-advertise for bids for the Allen Road 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 Councilman Jones, 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:

CITY CLERK

PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 6, 2013.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Patty Huffman, Grants & Projects Manager
Through: Chandra Nicholson, Economic Development and Planning Director
Date: July 31, 2013
Subject: Bid Advertisement for Allen Road Project

REQUEST:

The Economic Development & Planning Department requests approval to re-advertise for bids for the Allen Road Improvements Project.

BACKGROUND:

City Council approved entering into a Capital Improvements Revolving Loan Program (CAP) Agreement (Order # 199-2012, August 21, 2012) with the Mississippi Development Authority to complete capital improvements including promenade enhancements on Allen Road. Once re-advertising for bids is approved by City Council, the City's Purchasing Agent will advertise for bids including dates for submission and the opening of bids.

RECOMMENDATION:

City staff recommends that City Council approve the re-advertisement of the Allen Road project for bids as specified above.

The City Council may:

1. Approve re-advertising for bids as described above; or
2. Disapprove re-advertising for bids.

ATTACHMENT(S):

N/A

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

ORDER NUMBER 179-2013

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Sustainability and Energy Optimization Proposal from Schneider Electric to develop an Electrical Energy Assessment and Optimization Plan for Clearwater Solutions for the City of Gautier's water and wastewater distribution system. The value of this contract in the amount of \$10,000.00 is negotiated within the professional services of the ClearWater Contract. There is no financial impact to the City.

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 Anderson 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:

CITY CLERK

PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 6, 2013.



**SUSTAINABILITY
AND
ENERGY OPTIMIZATION PROPOSAL**

For



**City of Gautier, MS
&
ClearWater Solutions**

July 3, 2013: Rev A



July 3, 2013: Rev A

ClearWater Solutions
3305 Gauttier Vancleave Road
Gautier, MS 39553

Schneider Electric
508 Upland Way
Anderson, SC 29621

Attention: **Mr. Chad Jordan, P.E.**

T: 864.784.1002

SUBJECT: Sustainability and Energy Optimization Proposal

Dear Chad,

It was a pleasure meeting with you to discuss the operations and energy needs for City of Gautier MS water and wastewater distribution operation. Thanks for the meeting and subsequent walk through of the Pump and Lift stations on June 3, 2012. Further, the information forwarded by you was very helpful. Schneider Electric is pleased to submit a proposal of \$10,000 based on the information provided and the on site pump and lift station walk through.

Details of the proposal are included for your review. Feel free to comment and please contact me with questions or to schedule a meeting to discuss the details and next steps to move a solution forward.

Yours truly,

Schneider Electric

Lee E. Ferrell, P.E., BCEE
Energy and Process Consultant
508 Upland Way
Anderson, South Carolina 29621
C: 864) 784 1002
Email: lee.ferrell@schneider-electric.com

www.Schneider-Electric.com

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1. Introduction

1.1. Industry Overview

The objective of the work effort is to develop an Electrical Energy Assessment and Optimization Plan for ClearWater Solutions for the City of Gautier MS water and wastewater distribution system. The work involves identifying energy and utility savings projects and providing the associated economic analysis.

Schneider Electric will perform an on-site survey and the subsequent evaluation and analysis of utility systems, plant processes, and energy savings options.

1.2. Project Team

The Schneider Electric Team focuses on water and wastewater process and energy optimization. With current staffing of approximately 130 people, the division utilizes Professional Engineers and Certified Energy Managers in twenty two locations throughout North America. As projects are implemented, Schneider Electric can mobilize over 500 field employees dedicated to energy efficiency.

Schneider Electric will draw upon its team of experts to assist in the City of Gautier, MS. carrying out its Energy Assessment and Optimization Plan:

2. Statement of Work

The proposed work plan consists of three major tasks. These tasks provide an organized approach to collecting, analyzing, and documenting the necessary information to support the project objective. The results of these tasks will be compiled in a written Energy Action Assessment and Optimization Report. The task areas are as follows:

1. Utility Analysis
 - Review and analysis of historical invoicing and power consumption from Mississippi Power at both plants and related pump stations.
 - Benchmarking with similar utilities, and/or comparisons to Best Practices within the drinking water industry.
2. Facility Load Profile
 - Facility tours, equipment familiarization, staff interviews, and assessment of office buildings.
 - Analysis of pumps to determine applications and utilization for maximum power efficiencies at anticipated flow conditions.
 - Conduct a minimum of 2 Meetings with ClearWater Solutions staff to include the following:
 - A kickoff meeting to review project..
 - One day meeting with appropriate team members to review processes and interview staff.
 - Follow up meeting to review and finalize data to complete report.

- Draft report review meeting and presentation for plant managers and others as required.
3. Opportunity Identification
- Identification of opportunities to optimize energy use at pump stations, treatment plants and Laboratory and General Manager's office building.
 - Identification of opportunities to utilize alternative or nontraditional energy sources or rate structures.
 - Preparation of brief report identifying energy conservation measures, practices, or projects to optimize electrical energy utilization.

2.1. Utility Analysis

The first task area at the facility will be to determine the energy and utility costs for pump, lift stations and other power usage areas. The total utility budget will provide the framework for the investigation.

We will gather utility rate schedules. We will also develop facility profiles and gather available data related to the consumption of utilities at the site.

The data required for this study includes billing information, consumption histories, rate tariffs, existing supply contracts, and future growth plans that will affect electric and fuel consumption. A request for information related to these energy and utilities will be developed and submitted prior to site visits to facilitate and streamline data collection.

The utility evaluation will involve analysis of existing rate tariffs, experimental riders, and other opportunities in regulated tariffs. Examples include totalization of multiple accounts, aggregation of loads, and load profiling for leveraging rate negotiations. Additionally, the team will conduct research to benchmark energy consumption with similar utilities, compare best practices within the drinking water industry and report findings in the final report.

2.2. Facility Load Profile

The second task area will be to examine the internal systems and equipment that account for the expenditures mentioned above. This will help us focus attention on the areas that have the greatest potential for savings. The Facility Load Profile will allow us as investigators to learn the various utility systems and determine their contribution to the overall utility costs at the site. In doing so, we will gain an understanding of their configurations and sequences of operation and will develop a basis for potential energy and cost saving recommendations.

2.3. Opportunity Identification

The utility cost data and facility load information will allow us to identify typical energy saving opportunities at the site. Here we will use our experience investigating, operating, and optimizing energy and utility system modifications in similar environments.

We will support our recommendations with estimates of dollar savings potential for each opportunity and approximate simple payback.

The site visit to pump and lift stations will allow for us to identify potential Energy Conservation Measures. Some of the detailed areas to be investigated are as follows:

2.3.1 Power Monitoring Analysis

An evaluation of the networking of the existing power monitoring equipment and overall coordination of information with the Mission RTU/SCADA system will be conducted. Gaining the ability to monitor power usage throughout the facility will allow for a better development of a baseline and benchmarking capability. In addition, key performance indicators can be developed with power and process integration such as wire to water efficiencies of pumps and overall process efficiencies.

2.3.2 Evaluation of Variable Frequency Drive Potential

Schneider Electric will evaluate all system Variable Frequency Drive opportunities and any Federal, State and private industry rebates, incentives or loan programs for energy, demand or load reduction programs.

In addition, the existing VFDs will be evaluated for the ability to communicate power data over the network to the RTU/SCADA system. This will also allow for better data to determine efficiency of your operations.

2.3.3 Pump Optimization

Pump Optimization and Scheduling will require an assessment of each pump and pump system. The evaluation will determine if pump optimization and scheduling is needed to improve efficiency. Also, an analysis of pumps and pump systems will be conducted to determine applications and utilization for maximum power efficiencies at anticipated flow conditions. Flow, pressure and other water balance data will be evaluated.

3. Financial Goals

The overall goals for any proposal from Schneider Electric would include the following:

- Recover cost of any detailed study in less than nine (9) months.
- Reduce Power Costs by at least 10% at current rates within 36 months.
- Identify components for replacement or upgrade where costs would be recovered within 36 months.
- Identify components for replacement or upgrade that also provide process improvements that recover costs within 60 months or less.
- Identify operational opportunities that could provide cost savings, improved process control, improved quality of work life or utilize "alternative" sources of energy.
- Identify energy conservation measures.
- Evaluate the feasibility of pump and blower optimization and scheduling program.

- Identify grant, incentive, rebate or other finance opportunities for retrofits or new installs.
- Review the overall reliability of the electrical, automation, security and power system to ensure basic plant operation during emergency situations.
- Foster a culture of effective energy usage and awareness for plant personnel.

3.1. Support and Implementation Services

Following completion of any assessment, ongoing support and implementation services for the assessment opportunities can commence. Schneider Electric can supply services and personnel to implement the opportunities per a negotiated fee for any or any group of opportunities. [Price and](#)

3.2. Price Schedule

A price for the Statement of Work listed is as follows:

<i>Item</i>	<i>Deliverable Description</i>	<i>Client Price</i>
1	Sustainability and Energy Optimization Assessment for individual items and the overall Water and Wastewater Treatment Plant, Distribution System and Associated Pump Stations	\$10,000.00
2	Investment Grade Audit to Implement Performance Contract	TBD

To provide an investment grade audit for a performance contract, Schneider Electric would need to have a workshop with ClearWater Solutions Personnel as well as Finance Leadership. Further, the Performance Contract Process could extend to other facilities owned by the City of Gautier.

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

ORDER NUMBER 180-2013

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 advertise for professional services related to right-of-way acquisition for the Martin Bluff Road Widening Project STP9194-00(0001)LPA105069-801000.

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:

CITY CLERK

PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 6, 2013.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Patty Huffman, Grants & Projects Manager
Through: Chandra Nicholson, Economic Development and Planning Director
Date: July 17, 2013
Subject: Bid Advertisement for Professional Services for Martin Bluff Road
Widening Project: STP9194-00(0001)LPA105069-801000

REQUEST:

The Economic Development & Planning Department requests approval to advertise for professional services related to right-of-way acquisition for the Martin Bluff Road Widening Project.

BACKGROUND:

Scope of Work: This project is intended to provide improved traffic operations and safety on Martin Bluff Road. The improvements include the widening of Martin Bluff Road to three (3) lanes from the intersection of Gautier-Vancleave Road to a point near the entrance to the Santa Maria RV Resort, the remaining portion of Martin Bluff Road will receive an overlay with pavement improvements. Additional work will include realignment of the existing roadway where necessary to meet design criteria, upgrades to traffic signalization at the Gautier-Vancleave Road intersection, drainage improvements related to the new roadway, utility relocation, replacement of the existing bridge located near Homestead Boulevard, and the identification of right-of-way that will be required for the project.

DISCUSSION:

The Economic Development and Planning Department requests authorization to advertise for professional services related to the acquisition of property needed for the road construction described above.

RECOMMENDATION:

City staff recommends that City Council approve advertising for professional services related to right-of-way acquisition for the Martin Bluff Road Widening Project.

The City Council may:

1. Approve advertising for professional services as presented; or
2. Disapprove advertising for professional services.

ATTACHMENT(S):

N/A

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

ORDER NUMBER 181-2013

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Streetscape Project #R-109-192-01-KCR Change Order #10 from Lane Construction for the replacement of broken globes on the new light poles, to furnish power service requested by the City for the new digital sign and to adjust quantities to match the actual installed amounts is hereby approved. Contingent upon MDA approval.

IT IS FURTHER ORDERED that time extension request from July 10, 2013 to August 19, 2013 to complete the work is hereby approved.

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

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

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

NAYS:	None
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MAYOR

ATTEST:

CITY CLERK

PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 6, 2013.

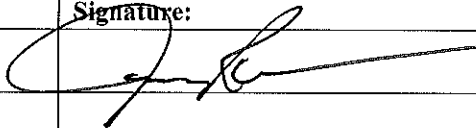
Change Order Request Form

Applicant Name:	City of Gautier
Project Description:	Gautier Downtown Streetscape – Phase 2
Contract Number:	CDBG Project No. R-109-192-01-KCR
Change Order Request Number:	Ten

Please include the following information:

REQUIRED INFORMATION	EXPLANATION
Description of the change	The Contractor will provide and install new globes for the broken globes on the new light poles and will provide power service to the new digital sign.
A justification of the need for the change	The Owner wishes to include power service to the new digital sign recently installed on the project and this change order also adjusts quantities to match the actual installed amounts.
A justification of the need for time extension	This time is necessary due to the time required to furnish and install the above stated work.
Revised plans, specifications, and contract documents as needed	
Engineering computations and sketches, if necessary to justify the change	
Contractor certification in writing that the cost of the change order has been analyzed and found to be unreasonable	

Signatures:

	Signature:	Date:
Contractor		7-30-13
Responsible Entity		
DRD Staff		
DRD Bureau Manager		

CONTRACT CHANGE ORDER NO. 10

OWNER: CITY OF GAUTIER, MISSISSIPPI

CONTRACTOR: LANE CONSTRUCTION, INC.

PROJECT NAME: GAUTIER DOWNTOWN STREETScape - PHASE 2

CONTRACT NUMBER: CDBG PROJECT NO. R-109-192-01-KCR

REASON FOR CHANGE: Proposed change includes replacing broken globes on the light poles and to provide power service to the new digital sign. Also includes adjustment of quantities to reflect completed work.

You Are Hereby Requested to Comply with the Following Changes from the Contract Plans, Specifications and Contract Documents: (Use Additional Sheets if Required)

DEDUCTIONS

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT	TOTAL
				COST	CONTRACT
202-B	REMOVAL OF HANCOCK BANK EXIT SIGN	-1	EA	\$ 200.00	\$ (200.00)
907-203-EX	BORROW EXCAVATION, AH, LVM, CLASS B5	-45	CY	\$ 10.00	\$ (450.00)
203-I	SITE GRADING	-3	AC	\$ 200.00	\$ (600.00)
216-B	SOLID SODDING, CENTIPEDE	-1000	SY	\$ 2.95	\$ (2,950.00)
907-227-A	HYDROSEEDING, CENTIPEDE	-0.0028931	AC	\$ 3,135.00	\$ (9.07)
CO9-B	STORM DRAIN WORK	-0.5	LS	\$ 2,000.00	\$ (1,000.00)
				Total Deductions = \$	(5,209.07)

ADDITIONS

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT	TOTAL
				COST	CONTRACT
907-403-A	HOT MIX ASPHALT, MT, 19.0-MM MIXTURE	1	TN	\$ 85.70	\$ 85.70
907-611-A	BRICK PAVERS(WITH CONCRETE BANDING/ WITHOUT CONCRETE BASE)	60.18	SF	\$ 10.05	\$ 604.81
212-B	STANDARD GROUND PREPARATION	500	SY	\$ 0.20	\$ 100.00
*CO 10-A	REPLACEMENT OF BROKEN GLOBES	19	EA	\$ 291.153	\$ 5,531.91
*CO 10-B	POWER SERVICE TO DIGITAL SIGN	1	LS	\$ 9,175.55	\$ 9,175.55
* Items added by this change order				Total Additions = \$	15,497.97
				TOTAL DEDUCTIONS = \$	(5,209.07)
				TOTAL ADDITIONS = \$	15,497.97
				NET RESULT = \$	10,288.90

CONTRACT CHANGE ORDER NO. 10

OWNER: CITY OF GAUTIER, MISSISSIPPI

CONTRACTOR: LANE CONSTRUCTION, INC.

PROJECT NAME: GAUTIER DOWNTOWN STREETScape - PHASE 2

CONTRACT NUMBER: CDBG PROJECT NO. R-109-192-01-KCR

REASON FOR CHANGE: Proposed change includes replacing broken globes on the light poles and to provide power service to the new digital sign. Also includes adjustment of quantities to reflect completed work.

ORIGINAL CONTRACT AMOUNT: \$ 4,456,214.80

TOTAL CONTRACT CHANGES TO DATE: \$ 75,054.11

CURRENT CONTRACT AMOUNT: \$ 4,531,268.91

THIS CONTRACT CHANGE: \$ 10,288.90

REVISED CONTRACT AMOUNT: \$ 4,541,557.81

CURRENT CONTRACT COMPLETION DATE: July 10, 2013

TIME EXTENSION REQUIRED BY CHANGE: 40

REVISED CONTRACT COMPLETION DATE: August 19, 2013

NOTE: THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.

RECOMMENDED BY:

NEEL-SCHAEFFER, INC.
ENGINEER

DATE

ACCEPTED BY:

LANE CONSTRUCTION, INC.
CONTRACTOR

DATE

APPROVED BY:

CITY OF GAUTIER, MISSISSIPPI
OWNER

DATE



LANE CONSTRUCTION CO. OF MS., INC.
P.O. BOX 1437 OR 3909 HIGHWAY 57
OCEAN SPRINGS, MS. 39566-1437
PH. (228) 872-2414
FAX (228) 872-2445

July 10, 2013

*CHANGE ORDER TO
GAUTIER STREETSCAPES*

MEMBER AGC

SITWORK
UNDERGROUND UTILITIES
& CONCRETE PAVING

PROJECT: GAUTIER STREETSCAPE PH 2
GAUTIER, MS.

REVISED

CITY OF GAUTIER

This quote is based on the meeting between Neel-Schaffer, The City of Gautier, and Lane Construction Co. of MS., Inc.

QUANTITY	DESCRIPTION	unit price	TOTAL PRICE
REPLACEMENT OF BROKEN GLOBES			
19.00 EA	REPLACEMENT OF BROKEN GLOBES	\$291.153	\$5,531.91
BREAKDOWN (each)			
	MATL		\$0.00
	LABOR		\$0.00
	EQUIPMENT		\$0.00
	EQUIPMENT		\$4,579.00
			\$4,579.00
	Markup 15%		\$686.85
	TAX 3.5%		\$184.30
	BOND 1.5%		\$81.75
	Total		\$5,531.91

If you require and additional information please give me a call.

Thank you;

Mr. Shannon Wilkerson
Estimator/Project Manager
shannonw@laneconstinc.com



LANE CONSTRUCTION CO. OF MS., INC.
P.O. BOX 1437 OR 3909 HIGHWAY 57
OCEAN SPRINGS, MS. 39566-1437
PH. (228) 872-2414
FAX (228) 872-2445

July 10, 2013

MEMBER AGC
SITework
UNDERGROUND UTILITIES
& CONCRETE PAVING

PROJECT: GAUTIER STREETSCAPE PH 2
GAUTIER, MS.

CITY OF GAUTIER

This quote is based on the meeting between Neel-Schaffer, The City of Gautier, and
Lane Construction Co. of MS., Inc.

QUANTITY	DESCRIPTION	unit price	TOTAL PRICE
NEW SIGN			
1.00 EA	POWER SERVICE TO NEW SIGN DISPLAY	\$9,175.550	\$9,175.55
BREAKDOWN			
	MATL		\$0.00
	LABOR		\$0.00
	EQUIPMENT		\$0.00
	EQUIPMENT		\$7,595.00
			\$7,595.00
	Markup 15%		\$1,139.25
	TAX 3.5%		\$305.70
	BOND 1.5%		\$135.60
	Total		\$9,175.55

If you require and additional information please give me a call.

Thank you,

Mr. Shannon Wilkerson
Estimator/Project Manager
shannonw@laneconstinc.com

Powell Construction Services, Inc.

*****Helping the State of Mississippi build and direct our future*****

Owner: Lane Construction of Mississippi, Inc. 17300 Springlake Dr. West
 Atten: Shannon Wilkerson Vancleave, Ms. 39565
 Phone: 228-872-2414 Office: 228-826-0678
 Fax: 228-872-2445 Fax: 228-826-0602
 Job Name: Gautier Hwy 90 Streetscape Phase 2- North and South Side Cell: 228-217-8041
 Improvements * Street Light Globe Replacement and New E-Mail: Trafficlight2001@aol.com
 200amp service and power feed to Sign.

Project No: CDBG Project No. R-109-192-01-KCR
 Location: Jackson County Addendums Acknowledge: N/A
 Date of Proposal: July 10th, 2013 As of: N/A
 Proposal Time: N/A Sent Quote out: 7/10/2013
 Estimator: Gene Powell Time E-mailed: 1355hrs

Ref. No.	Pay Item No.	Traffic Signal and Lighting Description	Approx. Quantity	Unit	Unit Price	Total Cost
1	N/A	Replacement Street Light Globe assemblies. Please see below for Globe location.	19	ea	\$241.00	4,579.00
2	N/A	New 225amp Service and 120v Power to New Sign Assembly	1	ea	\$7,595.00	7,595.00
Total Job Quote:						12,174.00

*****Tax & Bond Not Included*****

Special Notes:

- The above poles have been installed and working on or before 9/30/2012 and 12/15/2012 as part of our Contract with Lane Construction and the City of Gautier. On 12/30/2012 we found 2 of the Type E lights LA# 130 & LA#131 appear to have been shot at and the Glass Globe assemblies shatter. On 1/4/2013 while changing out the IN USE COVERS along Hwy 90 we found 17 more globes shatter to what appears to be by some type of air weapon. These lights have been in operation and working and this issue is at no fault or negligence of the Contractor and the above quote is for Materials, Equipment and Labor to replace the 19 Globes that have been damaged by, according to section 107.17, Public Enemy.
- The location of the damage globes as of 1/11/2013 are as follows LA02-WB, LA11-WB, LA12-WB, LA17-EB, LA32-WB, LA41-WB, LA59-WB, LA65-WB, LA71-EB, LA76-WB, LA81-EB, LA82-WB, LA84-WB, LA86-WB, LA106-WB, LA111-EB, LA130-RAB on NW corner, and LA132-RAB on NE corner.
- Ref #2 Price includes approx 60ft UG Boring, Service cable in Conduit, New 200 Amp Meter Service, and connection to the New Sign Assembly Power box only. This price does not include any cost associated with the new Sign assembly.
- The Price above does not include Tax or Bond.

The above Job Quote has been approved. Unless the change box has been check, followed by a detail sheet, you may proceed with the Installation as noted above. This job proposal is valid for 30 days from above Proposal date.

Please check one

Approved as Noted above:

☐

PO Number:

Approved with Changes:

☐

See attach sheet.

Lane Construction of Mississippi Inc.

Authorized Signature: _____ Date Signed: _____

Print Authorized Name: _____

Please sign and date the above and fax this back to our office for Verification.

If you have any questions please feel free to call me at 228-217-8041.

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

ORDER NUMBER 182-2013

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Coca-Cola Contract for the provision of beverages at City facilities are hereby approved.

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

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

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

NAYS:	None
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MAYOR

ATTEST:

CITY CLERK

PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 6, 2013.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Keith Young, Cultural Service Manager
Through: Chandra Nicholson, Director of Economic Development and Planning
Date: July 23, 2013
Subject: Coca-Cola Beverage Contract

REQUEST:

The Cultural Services & Parks Division requests City Council approval of the Coca-Cola Contract for the provision of beverages at City facilities.

BACKGROUND:

This 5-Year Coca-Cola Contract sets forth the terms and limits associated with the use of vending machines and concessions. The terms of this agreement are not subject to alteration and must be signed annually by the both the league/association President and the Cultural Services & Parks Division, before any facilities use agreement will be approved between the league and the City.

DISCUSSION:

This Coca Cola Contract was approved by the City Council on April 2, 2013. The Contract (attached) provides that Coca Cola beverages be sold exclusively and in return the City receives a total \$32,130 payout over 5 years that includes the following:

- Upfront \$9,500 sponsorship for scoreboards
- Vending commissions estimated at \$1,976 annually or 37¢ per can
- Marketing funds of \$1,500 third year and \$1,000 thereafter
- Estimated rebates of \$1,400 annually
- Donated product of \$450

RECOMMENDATION:

The Cultural Services and Parks Division Manager recommends that City Council approve the Coca Cola Contract as described above. City Council may:

- 1) Ratify the Contract, or
- 2) Recommend changes and authorize the City Manager to renegotiate; or
- 3) Disapprove the Contract.

ATTACHMENT(S):

Coca Cola Beverage Contract and
Powerpoint Overview

surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.

- 2.13 Services during out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.
- 2.14 Additional survey, drafting and field work to prepare Record Drawings showing appropriate record information should the annotated record documents received from Contractor be insufficient for the preparation of the Record Drawings.
- 2.15 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project.
- 2.16 Assisting OWNER in consultations and discussions with Contractor concerning issues of warranty work required of the Contractor during the specified warranty period.
- 2.17 Preparation of Operations and maintenance manuals.
- 2.18 Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
- 2.19 Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

ARTICLE 3. Responsibilities of the OWNER

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

- 3.1 The OWNER shall provide all criteria and complete information as to the OWNER's requirements for the Project and shall furnish all design and construction standards which the OWNER will require to be included in the Engineering plans, specifications, and operational narrative.
- 3.2 The OWNER will assist the ENGINEER by placing at the ENGINEER's disposal all available information pertinent to the Project.
- 3.3 Hold promptly all required meetings, serve all required notices, fulfill all requirements necessary in the development of the project, and pay all costs incidental thereto.
- 3.4 The OWNER shall arrange for access to and make all provisions for the ENGINEER to enter upon public and private property to perform surveying, testing and other data collection as required for ENGINEER to perform services under this Agreement. OWNER shall appoint and designate in writing a person to act as OWNER's site access representative for such purpose, and shall include contact information for the individual so designated. OWNER agrees to hold the ENGINEER harmless from any and all claims, actions, damages and costs, including but not limited to attorneys fees, arising from OWNER's arrangements and provisions for access to property.
- 3.5 Furnish ENGINEER with a copy of any design and construction standards he shall require ENGINEER to follow for the project.
- 3.6 Furnish ENGINEER with copies of all deeds, plats, property maps and other information necessary to the description and location of all easements and deeds needed for the project.
- 3.7 Designate, in writing, a single person to act as OWNER's Representative with respect to the work to



be performed under this agreement. The person designated as Representative shall have complete authority to transmit instructions and to receive information with respect to the work covered by this agreement.

- 3.8 The OWNER shall provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project. The OWNER shall also provide such legal services as the OWNER may require or the ENGINEER may reasonably request with regard to legal issues pertaining to the Project that must be resolved in order for the ENGINEER to carry out its obligations under this Agreement. It is expressly understood and agreed that the ENGINEER itself shall not furnish or render any legal opinions or legal interpretations as to matters of law or application of law.
- 3.9 The OWNER agrees to pay ENGINEER the Additional Services as may be required for the Project, as outlined in this agreement.
- 3.10 Be the Applicant for all permits and environmental clearances necessary to construct the Project and pay for any and all regulatory permitting and application fees.
- 3.11 Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings and Substantial Completion and final payment inspections. Routinely perform site visits to observe the progress and quality of the various aspects of contractor's work and to determine, in general, if such work is proceeding in accordance with the OWNER's requirements of the Project.

ARTICLE 4. Compensation

- 4.1 The OWNER agrees to pay to the ENGINEER the following fees which shall be paid in monthly installments as work progresses:
- 4.2 For the Preliminary Design Phase and the Final Design and the Bidding Phase, the OWNER will pay ENGINEER a lump sum fee of **\$190,000.**
- 4.3 For the Construction Phase, the OWNER will pay ENGINEER a lump sum fee of **\$72,000.**
- 4.4 For Geotechnical Borings and Report during the Design Phase, the OWNER will pay ENGINEER a lump sum fee of **\$5,000.** The fees shall be paid in monthly installments as work progresses.
- 4.5 For Geotechnical Engineering and Materials Testing Services during the Construction Phase, the OWNER will pay ENGINEER a fee based upon the attached Geotechnical Rate & Fee Schedule. A budget will be established in the amount of **\$10,000.** The ENGINEER shall not exceed this budget without prior approval from the OWNER. The fees shall be paid in monthly installments as work progresses.
- 4.6 For Stormwater Permitting costs, which include permit and BMP preparation, permit transfer, permit termination and monthly inspections, the OWNER will pay ENGINEER a fee based upon the attached GM&C Standard Rate & Fee Schedule and the fee will be included as a cash allowance in the construction contract.
- 4.7 For easement and deed surveys and preparation, if needed, the OWNER will pay ENGINEER a fee based upon the attached GM&C Standard Rate & Fee Schedule. The fees shall be paid in monthly installments as work progresses. Note: No costs are anticipated.
- 4.8 For engineering controls and construction staking costs, which include alignment, grade and benchmark control staking, the OWNER will pay ENGINEER a fee based upon the attached GM&C Standard Rate & Fee Schedule and the fee will be included as a cash allowance in the construction contract.



- 4.9 For environmental and regulatory permitting in accordance with Article 2, the OWNER will pay ENGINEER a fee based upon the attached GM&C Standard Rate & Fee Schedule. The fees shall be paid in monthly installments as work progresses. Note: No costs are anticipated.
- 4.10 Omit
- 4.11 The OWNER may, from time to time, request changes in the scope of the services of the ENGINEER to be performed hereunder. Such changes, including any increase or decrease in the amount of ENGINEER's compensation, that are mutually agreed upon by the OWNER and the ENGINEER, shall be incorporated in written amendments to this Agreement.
- 4.12 If the period of service for construction observation or for engineering services during construction is extended due to time extensions or time overruns to the construction contract, compensation for these additional construction observation and Engineering services during the extended Period of Service shall be at the rates shown in the GM&C Standard Rate & Fee Schedule. The OWNER and ENGINEER will mutually agree upon the level of additional construction observation at the time of such occurrence.
- 4.13 OWNER shall reimburse ENGINEER for all costs incurred for the OWNER's direct instruction to rebid the project at the rates shown in the GM&C Standard Rate & Fee Schedule.
- 4.14 Compensation for services performed by ENGINEER's employees as witnesses giving testimony in any litigation, arbitration or administrative proceeding shall be paid by OWNER at a rate of two times the ENGINEER's standard hourly rates. Whenever ENGINEER's bill to OWNER includes charges for ENGINEER's consultants for such services, those charges shall be the amounts billed by ENGINEER's consultant to ENGINEER times a factor of two.
- 4.14 Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

ARTICLE 5. Relationship of the Parties

- 5.1 The parties intend that this Agreement create an independent contractor relationship between them. The ENGINEER is a professional corporation and is not an agent or employee of OWNER for any purpose. The ENGINEER cannot and will not represent that he has the authority to bind OWNER in any contractual manner. Nevertheless, with regard to the bidding and construction phases, it is understood that ENGINEER may serve as the OWNER's representative with full authority to participate therein as designated in Article 1, above. Moreover, OWNER agrees to defend and hold ENGINEER, its employees, directors, officers and agents, harmless from any and all claims, suits, damages and expenses, including but not limited to attorneys fees, resulting from or based upon ENGINEER's actions as OWNER's representative.
- 5.2 Neither party is to represent to others that the relationship between them is other than as stated above.
- 5.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the OWNER and the ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the OWNER and the ENGINEER and not for the benefit of any other party.



- 5.4 The OWNER and the ENGINEER each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns (to the extent permitted by Paragraph 6.5 below) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrations, legal representatives and said assigns of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- 5.5 Neither the OWNER nor the ENGINEER shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the ENGINEER from employing such independent professional associates, consultants, subcontractors, and vendors as the ENGINEER may deem appropriate to assist in the performance of services hereunder.
- 5.6 ENGINEER may employ such independent professional associates, consultants, subcontractors, and vendors as the ENGINEER may deem appropriate to assist in the performance or furnishing of services under this Agreement. ENGINEER shall not be required to employ any consultant unacceptable to ENGINEER.

ARTICLE 6. Ownership and Use of Project Documents

- 6.1 All documents are instruments of service in respect to the Services, and ENGINEER shall retain an ownership and proprietary property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Services are completed.
- 6.2 Copies of documents that may be relied on by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- 6.3 OWNER may make and retain copies of documents for information and reference in connection with the services by OWNER. Such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the services or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's consultants from all claims, damages, and expenses including attorneys' fees arising out of or resulting therefrom.
- 6.4 In the event of a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 6.5 Any verification or adaptation of the documents for extensions of the services or for any other services will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

ARTICLE 7. Liability and Indemnity

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



- 7.2 OWNER may not utilize ENGINEER's construction cost estimate after thirty calendar days from the date of delivery to OWNER without ENGINEER's written consent. Estimates of cost are made on the basis of the ENGINEER's experience, qualifications, and professional judgment, but since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee or warrant that proposals, bids or actual construction costs will not vary from estimates of probable costs prepared by ENGINEER. Approvals, recommendations, estimates and decisions by the ENGINEER are made on the basis of the ENGINEER's experience, qualifications, and professional judgment and are not to be construed as warranties or guarantees.
- 7.3 Notwithstanding any other provision of this Agreement, the ENGINEER's total liability to the OWNER for any loss or damages from claims arising out of or in connection with this Agreement from any cause including the ENGINEER's strict liability, breach of contract, or professional negligence, errors and omissions (whether claimed in tort, contract, strict liability, nuisance, by statute or otherwise) shall not exceed the lesser of the total contract price of this Agreement or the proceeds paid under ENGINEER's liability insurance in effect at the time such claims are made. The OWNER hereby releases the ENGINEER from any liability exceeding such amount. In no event shall either party to this Agreement be liable to the other for special, indirect, incidental or consequential damages, whether or not such damages were foreseeable at the time of the commencement of the work under this Agreement.
- 7.4 Any and all liability resulting from conditions not created or caused to be created by the ENGINEER shall be the liability of the OWNER. Any and all liability that may arise from the construction, ownership and/or operation of the improvements is solely the responsibility of the OWNER, and the OWNER hereby agrees to indemnify and hold the ENGINEER harmless from such liability, claims, actions, loss or damage, including but not limited to attorney's fees, arising therefrom.

ARTICLE 8. Termination

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

ARTICLE 9. Binding Arbitration

- 9.1 The parties shall settle any dispute arising out of this Agreement by arbitration in Montgomery, Alabama. A single arbitrator shall be selected by the American Arbitration Association to conduct the arbitration. The arbitration will be conducted pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. Judgment may be entered by any court having jurisdiction. The written award and any findings of the arbitrator must be filed within thirty (30) days after the final arbitration hearing. The parties agree that the Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision. If any court or finder of fact finds this arbitration provision to be unenforceable, the parties hereby waive all rights of trial by jury in any court in any action for the adjudication of such claims or disputes.



ARTICLE 10. Miscellaneous

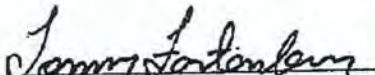
- 10.1 This Agreement represents the entire and integrated Agreement between the OWNER and ENGINEER and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may only be amended, supplemented or modified by written instrument executed by both the OWNER and the ENGINEER.
- 10.2 It is understood and agreed by the parties hereto, that if any part, term or provision of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining portion or portions of this Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- 10.3 It is expressly understood and agreed that the indemnity and insurance obligations of this Agreement, as well as the ENGINEER's proprietary interest in its Engineering plans and specifications, shall survive the termination of this Agreement under Article 8 above as well as the completion of services under this Agreement.
- 10.4 The laws of the State of Alabama govern all matters arising under this Agreement except the Federal Arbitration Act shall govern the arbitration provision.

WHEREFORE, the undersigned, by their signatures, certify that they have carefully read this Agreement, understand the terms and conditions contained herein, have proper authority to execute this Agreement, and do so as their own free act:

OWNER:

THE CITY OF GAUTIER, MISSISSIPPI

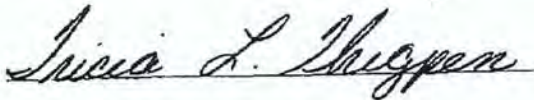
By:


Hon. Tommy Fortenberry

Title:

Mayor

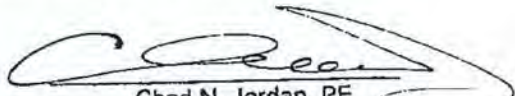
Attest:



ENGINEER:

GOODWYN, MILLS & CAWOOD, INC.

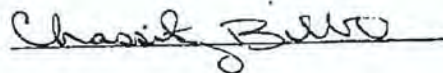
By:


Chad N. Jordan, PE

Title:

Project Manager

Attest:





2012
Goodwyn, Mills & Cawood, Inc.
Standard Rate and Fee Schedule

Hourly Rates

<u>Classification</u>	<u>Rate/ hour</u>
Principal	\$225.00
Senior Engineer	\$170.00
Engineer I/Hydrogeologist	\$150.00
Engineer II/Land Surveyor/Ecologist	\$130.00
Engineer Intern I/Geologist/Biologist/Ecologist	\$110.00
Engineer Intern II/Geologist/Biologist	\$95.00
CADD Technical I	\$90.00
CADD Technical II	\$75.00
CADD Technical III	\$65.00
Construction Administration	\$110.00
Administrative	\$ 65.00
Surveying:	
Party Chief	\$75.00
Survey Crew (two-man survey crew)	\$100.00
Survey Crew (three-man survey crew)	\$135.00
Survey Crew (four-man survey crew)	\$145.00

Reimbursable Expenses

Vehicle Transport	\$0.46 per mile
Travel/Meals/Hotel	Cost plus twenty percent
Subcontractors	Cost plus twenty percent
Blueprints and Xeroxes (outside)	Cost plus twenty percent
Blueprints and Xeroxes (in-house)	\$.16 per sf
Other Reprographics	Cost plus twenty percent
Film and Development	Cost plus twenty percent
Digital Photography	\$.50 per image
Fax incoming and outgoing	No charge
Overnight mail, regular mail & shipping	Cost plus twenty percent
Telephone (toll charges)	Cost plus twenty percent
CAD translations	\$27.50 per file
CAD plots (outside)	Cost plus twenty percent
CAD plots (in-house)	
A-Size (8.5x11)	\$1.25
B-Size (11x17)	\$3.50
C-Size (17x22)	\$7.80
D-Size (22x34 or 24x36)	\$18.00
E-Size (30x42)	\$27.50
Color Laser Prints (in-house)	
A-Size (8.5x11)	\$2.00
B-Size 11x17)	\$4.00
GPS equipment	\$240.00 per day

Stormwater Permitting

Preparation of Permit and BMP Plan	\$1,000
Permit Transfer	\$375
Permit Extension	\$375
Site Inspection and Reporting	\$300 per visit
Permit Termination	\$250

**2012 SCHEDULE OF FEES
GEOTECHNICAL SERVICES**

Drilling Services

Mobilization of Drilling Equipment, per rig, lump sum.....	\$ 200.00
Mileage above 50 miles from office, per mile.....	\$ 2.50
Furnish adverse terrain vehicle (ATV), if required by site conditions, per day.....	\$ 300.00
Soil Test Boring, including Standard Penetration Test	
0-50 ft., per linear foot.....	\$ 10.00
50-100 ft., per linear foot.....	\$ 12.00
Auger Boring without sampling, per foot.....	\$ 7.00
Time rate drilling, drilling through concrete or rubble, difficult moving on site, or delay time, per hour.....	\$ 175.00
Bulk Samples from borings, each.....	\$ 35.00
Undisturbed Samples, each.....	\$ 75.00
Drill crew per diem, per crew day	
2-man crew.....	\$ 200.00
3-man crew.....	\$ 250.00
Observation well installation, 1.5 to 2" diameter PVC, per linear foot.....	\$ 10.00
Water truck, per hour.....	\$ 175.00
Rock coring (NX or NQ), per linear foot.....	\$ 45.00
Set-up charge for rock coring, per boring.....	\$ 125.00
Temporary casing, per linear foot.....	\$ 9.50

Laboratory Testing

Standard Proctor, ASTM D698/ AASHTO T99, per test.....	\$ 100.00
Modified Proctor, ASTM D1557/ AASHTO T180, per test.....	\$ 125.00
Atterberg Limits Testing, ASTM D4318, per test.....	\$ 75.00
Grain Size Analysis (without Hydrometer), ASTM D422/ AASHTO T88, per test.....	\$ 75.00
Grain Size Analysis by Hydrometer, ASTM D422/ AASHTO T88, per test.....	\$ 150.00
Percent Finer than No. 200 Sieve, ASTM D1140, per test.....	\$ 65.00
Moisture Content, ASTM D2216, per test.....	\$ 10.00
Permeability Test, ASTM D5084, per test.....	\$ 300.00
Triaxial Shear Test (CU w/ pore pressure), ASTM D4767, per test.....	\$ 850.00
Triaxial Shear Test (UU), ASTM D2850, per test.....	\$ 400.00
Consolidation Test, ASTM D2435, per test.....	\$ 450.00
Resilient Modulus, AASHTO T-307, per test.....	\$ 400.00
Sample Preparation or Remolding, per sample.....	\$ 50.00

Personnel

Staff Professional, per hour.....	\$ 80.00
Project Manager, per hour.....	\$ 90.00
Project Engineer, P.E., per hour.....	\$ 120.00
Senior Engineer, P.E. / Division Manager, per hour.....	\$ 160.00
Word Processing, per hour.....	\$ 40.00
Senior Engineering Technician, per hour.....	\$ 55.00
Engineering Technician, per hour.....	\$ 45.00
Structural Steel Inspector, CWI, per hour.....	\$ 95.00
Laboratory Manager, per hour.....	\$ 75.00

Other

Mileage, company truck or personal vehicle, per mile.....	\$ 0.50
Per diem, per man, per day.....	\$ 125.00
Supplies or subcontractor mark-up, job related.....	Cost plus 20%
Technician Overtime Premium (for work on holidays, weekends, or before or after normal 8a.m - 5p.m.	
Monday - Friday business hours).....	Hourly rate x 1.5
Technician Overtime Premium (for work on Holidays and Sunday).....	Hourly rate x 2.0

All Hourly charges and mileage charges are portal-to-portal
Rates effective through December 31, 2012, unless otherwise agreed upon



**2012 SCHEDULE OF FEES
CONSTRUCTION SERVICES**

Laboratory Testing

Standard Proctor, ASTM D698/ AASHTO T99, per test.....	\$ 100.00
Modified Proctor, ASTM D1557/ AASHTO T180, per test.....	\$ 125.00
Atterberg Limits Testing, ASTM D4318/ AASHTO T89 & T90, per test.....	\$ 75.00
Grain Size Analysis (without Hydrometer), ASTM D422/ AASHTO T88, per test.....	\$ 75.00
Grain Size Analysis by Hydrometer, ASTM D422/ AASHTO T88, per test.....	\$ 150.00
Percent Finer than No. 200 Sieve, ASTM D1140, per test.....	\$ 65.00
Moisture Content, ASTM D2216/ AASHTO T265, per test.....	\$ 10.00
Specific Gravity of Soil, ASTM D854/ AASHTO T100.....	\$ 75.00
Sample Preparation or Remolding, per sample.....	\$ 50.00
Compressive Strength Testing of Concrete Cylinder, each.....	\$ 10.00
Compressive Strength Testing of Masonry Grout Prism, each.....	\$ 15.00

Personnel

Staff Professional, per hour.....	\$ 80.00
Project Manager, per hour.....	\$ 90.00
Project Engineer, P.E, per hour.....	\$ 120.00
Senior Engineer, P.E. / Division Manager, per hour.....	\$ 160.00
Word Processing, per hour.....	\$ 40.00
Senior Engineering Technician, per hour.....	\$ 55.00
Engineering Technician, per hour.....	\$ 45.00
Structural Steel Inspector, CWI, per hour.....	\$ 95.00
Laboratory Manager, per hour.....	\$ 75.00

Other

Mileage, company truck or personal vehicle, per mile.....	\$ 0.50
Per Diem, per man, per day.....	\$125.00
Equipment Charge, testing equipment and vehicle, per day.....	\$ 30.00
Supplies or subcontractor mark-up, job related.....	Cost plus 20%
Technician Overtime Premium (on or before or after normal 8a.m - 5p.m. Monday - Friday business hours and Saturday).....	Hourly rate x 1.5
Technician Overtime Premium (for work on Holidays and Sunday).....	Hourly rate x 2.0

Notes:

All hourly and mileage charges are portal-to-portal. A minimum of 1/2 hour per day will be invoiced for Project Manager/Engineer review time and 1/2 hour per day will be invoiced for report preparation or word processing. Project setup charge of 3 hours of Project Management time will be charged at the beginning of the project. Rates are effective through the completion of the project or December 31, 2012, unless otherwise agreed upon.



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

ORDER NUMBER 197-2013

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Minutes from Planning Commission Meetings held March 7, 2013 and April 4, 2013 are hereby approved.

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

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

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

NAYS:	None
--------------	-------------

MAYOR

ATTEST:

CITY CLERK

PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 6, 2013.

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 6, 2013.

MARCH 7, 2013

GAUTIER, MISSISSIPPI

BE IT REMEMBERED THAT a regular meeting of the Gautier Planning Commission of the City of Gautier, Mississippi, was held on March 7, 2013, at 6:00 P.M. in the Council chambers of the Gautier Municipal Building at 3330 Highway 90, Gautier, Mississippi.

Commission members present: David Wooten, Chairman, Larry Dailey, James Torrey, Jimmy Green, Marilyn Minor, and Greg Spanier. Also present were Eric Meyer, Economic Development Director; Bob Ramsay, City Attorney; Babs Logan, Planning Technician; and Michele Keenlance, Court Reporter.

David Wooten, Chairman, called the meeting to order and presented the minutes from the February 7, 2013 meeting for approval. The minutes were approved as submitted.

APPROVAL OF AGENDA

There were no changes to the agenda.

AGENDA

GAUTIER PLANNING COMMISSION

MARCH 7, 2013

6:00 P.M.

- I. CALL TO ORDER
 - II. PLEDGE OF ALLEGIANCE (VOLUNTEER)
 - III. APPROVAL OF MINUTES – (FEBRUARY 7, 2013)
 - IV. APPROVAL OF AGENDA
 - V. PUBLIC COMMENTS (MATTERS OF THE PLANNING COMMISSION NOT LISTED ON THE AGENDA)
 - VI. OLD BUSINESS
- NONE

VII. NEW BUSINESS

A. LEGISLATIVE

1. CONSIDER AN AMENDMENT TO ARTICLE XII OF THE UNIFIED DEVELOPMENT ORDINANCE RELATING TO SIGNS FOR BUSINESSES THAT ABUT HIGHWAY 90 OR HIGHWAY 57 AND COMMERCIAL PARCELS IN TCMU (STAFF) (GPC CASE #13-03-UDO)
2. CONSIDER AN AMENDMENT TO ARTICLE V OF THE UNIFIED DEVELOPMENT ORDINANCE AND CHAPTER 4 OF THE CITY OF GAUTIER CODE OF ORDINANCES REGARDING NUMBER OF DOGS ALLOWED AT A RESIDENCE (STAFF) (GPC 13-04-UDO)
3. CONSIDER AN AMENDMENT TO ARTICLE V OF THE UNIFIED DEVELOPMENT ORDINANCE ALLOWING AUTOMOBILE DETAIL SHOPS IN C-2, C-3 AND TCMU AS CONDITIONAL USE-MINOR (STAFF) (GPC 13-06-UDO)
4. CONSIDER AN AMENDMENT TO ARTICLE XIII REGARDING NON-CONFORMING MOBILE HOMES IN MURC-MW (STAFF) (GPC 13-07-UDO)

B. QUASI-JUDICIAL

1. REQUEST FOR A COMPREHENSIVE REZONING OF PROPERTIES ON HIGHWAY 90 FROM AG AGRICULTURAL TO C-3 HIGHWAY COMMERCIAL (STAFF) (GPC 13-05-RZ)

VIII. DIRECTOR'S REPORT

IX. ADJOURN

PUBLIC COMMENTS (MATTERS OF THE PLANNING COMMISSION NOT LISTED ON AGENDA)

Chairman Wooten welcomed new Planning Commissioner Jimmy Green.

OLD BUSINESS:

There was no old business to discuss.

NEW BUSINESS:

A. LEGISLATIVE

1. CONSIDER AN AMENDMENT TO ARTICLE XII OF THE UNIFIED DEVELOPMENT ORDINANCE RELATING TO SIGNS FOR BUSINESSES THAT ABUT HIGHWAY 90 OR HIGHWAY 57 AND COMMERCIAL PARCELS IN TCMU (STAFF) (GPC CASE #13-03-UDO)

Mr. Meyer advised Commissioners that several issues have come up regarding signage and that he wanted to address them as three separate components. The first relates to strip centers located on Highway 90 or Highway 57 with store frontage facing the interior of the property not Highway 90 or Highway 57. Mr. Meyer explained that a business that is perpendicular to the highway and faces the interior of the property requested to have building signs both on the frontage and the side facing the highway. The size of the sign allowed on the front would not change, but if approved the new ordinance will allow the same signage on the side facing the highway.

The second component relates to a business that wants to buy or lease a parcel that is located in the TCMU Town Center Mixed Use zoning district and is within one thousand (1,000) feet of a corner parcel with frontage on Highway 90. The business would like to be able to place a sign on Highway 90. Staff drafted an ordinance that will allow a multi-tenant sign on the corner parcel; however, it will require the owner of the corner parcel to agree to place a multi-tenant sign on his property and allow the other interior parcel(s) to advertise on it.

Commissioner Dailey asked if there was anything in the existing ordinance that would not allow this to occur anyway. Mr. Meyer advised him the Unified Development Ordinance (UDO) did not allow off-site signage.

The last component of the amendment relates to Master Planned Commercial Development such as the new mall area. Mr. Meyer explained that this proposed amendment is to address signage needed for the new mall development. Although the signage square footage is more than currently allowed, consideration must be given to the total square footage of the structures that will be on the property.

Commissioner Dailey stated that he felt the proposed thirty-five (35) feet height limitation for the multi-tenant signs along Highway 90 should be changed to thirty (30) feet.

Commissioner Dailey made a motion to recommend approval of the amendments as presented by Staff with the change to Section 12.8.1, I.2 to thirty (30) feet instead of thirty-five (35) feet. The amendments will read as follows:

Section 12.8.1 Lots Abutting Highway 90 or Highway 57:

Add to A, B, C and D:

5. Each store, office or other place of business located in a section of a shopping center with frontage that is perpendicular to Highway 90 or Highway 57 and is an end suite, shall also be allowed a canopy sign and a wall sign on the Highway 90 or Highway 57 side. The area limitation allowed in subsection 12.9 below shall be allowed for the interior side as well as the highway side.

Add:

H. Commercial parcels located in TCMU Town Center Mixed Use zoning districts with linear frontage along Highway 90:

1. One (1) free-standing, on-site sign shall be permitted, provided the sign is located on the Highway 90 frontage.
2. Sign shall not exceed ten (10) feet in height. However, if it is a multi-tenant sign for commercial businesses within one thousand (1,000) feet of Highway 90, signage shall not exceed fifteen (15) feet in height.
3. Sign square footage shall not exceed sixty (60) square feet. However, if it is a multi-tenant sign for commercial businesses within one thousand (1,000) feet of Highway 90, total signage shall not exceed one hundred fifty (150) square feet with individual stores not exceeding fifty (50) square feet.
4. Each store, office, or other place of business shall be permitted one canopy sign and one wall sign subject to the area limitation of subsection 12.9, below.

I. Master planned commercial developments, defined as consisting of two hundred thousand (200,000) square feet of building space or larger, with linear footage along Highway 90 or Highway 57:

1. Two (2) free-standing, on-site, multi-tenant signs shall be permitted on Highway 90 or Highway 57 frontage, and one (1) free-standing, on-site, multi-tenant sign shall be permitted on other public street frontage.
2. Each sign on Highway 90 or Highway 57 frontage shall not exceed thirty (30) feet in height. Each additional sign allowed on public streets shall not exceed twenty-five (25) feet in height.
3. Total sign square footage for each sign on Highway 90 or Highway 57 frontage shall not exceed five hundred (500) square feet. Total sign square footage for each additional sign allowed on public streets shall not exceed three hundred (300) square feet.
4. Each store, office or other place of business shall be permitted one (1) canopy sign and one (1) wall sign subject to the area limitation of subsection 12.9, below.

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

AYESNAYSABSENTABSTAINED

Larry Dailey

Greg Spanier

David Wooten

Jimmy Green

Marilyn Minor

James Torrey

2. CONSIDER AN AMENDMENT TO ARTICLE V OF THE UNIFIED DEVELOPMENT ORDINANCE AND CHAPTER 4 OF THE CITY OF GAUTIER CODE OF ORDINANCES REGARDING NUMBER OF DOGS ALLOWED AT A RESIDENCE (STAFF) (GPC 13-04-UDO)

Mr. Meyer advised Commissioners that Code Enforcement had received a call recently regarding a residence where about thirty (30) dogs were being kept and causing a nuisance. He explained that Staff was able to take care of the problem but that the issue of how many dogs could be kept at a residence had to be addressed. Mr. Meyer explained that Staff had researched ordinances from other cities and most allowed no more than five (5) dogs over the age of six (6) months at any residence.

Mr. Meyer also explained that the proposed amendment has a provision that will allow someone wanting to have more than five (5) dogs to appear before Planning Commission and Council and present facts as to why they should be allowed to have more than five (5) and why it would not be a nuisance to their neighbors, etc.

Commissioner Green asked why cats were not addressed also. Mr. Meyer stated that Staff had not researched the number of cats other cities allowed, but that we could do so. Commissioner Green stated that he would like to see the number of cats also restricted to five (5).

Commissioner Dailey stated that he would like the number allowed to be no more than four (4) and that he would prefer the wording 'domesticated animals' instead of dogs and cats, but he was concerned that someone might consider livestock to be domesticated animals. Mr. Meyer explained that we had

a separate ordinance that addressed livestock. Commissioner Dailey also was not in favor of allowing an option to have more than the number agreed upon, and that the UDO allowed for kennels and animal shelters which would cover a larger number.

Mr. Meyer stated that the provision for having more than what would be allowed by right was because the City has property owners in the rural areas with large parcels that might keep ten (10) or more hunting dogs. Commissioner Dailey stated that he felt those situations should be designated as kennels and not considered pets or domesticated animals in a residential area.

Commissioner Dailey made a motion to amend the proposed amendment to add Section 4.28 Maximum Number of Domesticated Animals Allowed and have it state that "It shall be unlawful for any person to have more than four (4) domesticated animals, over the age of six (6) months, on the premises of a residence." Commissioner Minor seconded the motion.

Commissioner Spanier made a motion to amend the motion and add "A request for more than four (4) domesticated animals, over the age of six (6) months, must be approved by the City Council through the Conditional Use-Major process." Commissioner Torrey seconded the motion and the following vote was recorded:

<u>AYES</u>	<u>NAYS</u>	<u>ABSENT</u>	<u>ABSTAINED</u>
James Torrey	Larry Dailey		
Greg Spanier	Marilyn Minor		
David Wooten			
Jimmy Green			

A vote was then taken on the amended motion. The ordinance amendment is to read as follows:

Section 4.28 Maximum Number of Domesticated Animals Allowed

It shall be unlawful for any person to have more than four (4) domesticated animals, over the age of six (6) months, on the premises of a residence. A request for more than four (4) domesticated animals, over the age of six (6) months, must be approved by the City Council through the Conditional Use-Major process.

The following vote was recorded:

<u>AYES</u>	<u>NAYS</u>	<u>ABSENT</u>	<u>ABSTAINED</u>
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Larry Dailey			
Greg Spanier			
David Wooten			
Jimmy Green			
Marilyn Minor			
James Torrey			

3. CONSIDER AN AMENDMENT TO ARTICLE V OF THE UNIFIED DEVELOPMENT ORDINANCE ALLOWING AUTOMOBILE DETAIL SHOPS IN C-2, C-3 AND TCMU AS CONDITIONAL USE-MINOR (STAFF) (GPC 13-06-UDO)

Mr. Meyer explained that a citizen had recently requested to have an automobile detail shop in a TCMU Town Center Mixed Use zoning district. In researching the request Staff found that an automobile detail shop was not allowed in any zoning district in the City. Staff found that allowing automobile detail shops in TCMU Town Center Mixed Use, C-3 Highway Commercial and C-2 Community Commercial zoning districts as a Conditional Use-Minor would allow the Technical Review Committee to consider each request to determine if the use was appropriate based on the site location, design, etc. and to place conditions on the permit if required to make the use compatible with the area.

Commissioner Wooten was concerned that an automobile detail shop might not be appropriate on certain parcels within the TCMU zoning district and would like the use considered as a Conditional Use-Major in the TCMU zoning district so the Planning Commission and Council would be able to review the request. He felt the use would be more appropriate in a commercial district.

Commissioner Wooten made a motion not to recommend approval of the proposed amendment because it was not harmonious with the Comprehensive Plan in a TCMU Town Center Mixed Use zoning district. Commissioner Minor seconded the motion and the following vote was recorded:

<u>AYES</u>	<u>NAYS</u>	<u>ABSENT</u>	<u>ABSTAINED</u>
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Larry Dailey	Jimmy Green		Greg Spanier
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David Wooten

Marilyn Minor

James Torrey

After hearing the next item on the agenda, Mr. Meyer addressed Chairman Wooten noting that the Commissioner had commented that although he did not feel that automobile detail shops were appropriate for TCMU he thought there were other districts where they would be more appropriate. Mr. Meyer asked if the Commission might consider looking at the proposed ordinance again and possibly allowing them in C-3 or C-2 zoning district.

Commissioner Dailey made a motion to recommend allowing an Automobile Detail Shop as a Conditional Use-Minor in a C-3 Highway Commercial zoning district and as a Conditional Use-Major in a C-2 Community Commercial zoning district. Commissioner Spanier seconded the motion and the following vote was recorded:

AYES

NAYS

ABSENT

ABSTAINED

Larry Dailey

Jimmy Green

Greg Spanier

David Wooten

Marilyn Minor

James Torrey

4. CONSIDER AN AMENDMENT TO ARTICLE XIII
REGARDING NON-CONFORMING MOBILE HOMES IN
MURC-MW (STAFF) (GPC 13-07-UDO)

Mr. Meyer advised the Commissioners that the City Manager had directed Staff to draft an ordinance amendment that would remove the words "is not enlarged and" from the current ordinance 13.2.3 Vested Interest Provision regarding non-conforming structures in order to allow the owners of older mobile homes in MURC-MW the option of upgrading to a larger mobile home. He explained that on June 21, 2011 Council had approved an ordinance amendment to add the sentence "Within the MURC-MW zoning district, mobile homes

existing as of June 21, 2011, may be replaced so long as the nonconforming structure is not enlarged and meets all other requirements of the Code.” to Section 13.2.3 of the Unified Development Ordinance.

Commissioner Dailey noted that the UDO states that the Purpose and Intent of Article XIII: Nonconforming Buildings, Structures and Use of Land is to regulate and limit the development and continued existence of uses, structures and lots established prior to the effective date of the UDO which do not conform to the Standards of the UDO. It further states that the intent is to permit these nonconformities to continue until they are eventually removed, but not to encourage their continuation. This being the attitude of the City he was concerned about other areas of the City with nonconforming uses that might want to replace or expand non-conforming uses. Mr. Ramsay advised him that the City could justify making the change in the MURC-MW zoning district because of the various uses in the district which include fish camps, travel trailers, marinas, restaurants, single-family homes, etc.

Commissioner Minor made a motion to recommend approval of the removal of the words “is not enlarged and” from Section 13.2.3 Vested Interest Provision of the UDO. Commissioner Green seconded the motion and the following vote was recorded:

<u>AYES</u>	<u>NAYS</u>	<u>ABSENT</u>	<u>ABSTAINED</u>
Larry Dailey			
Jimmy Green			
Greg Spanier			
David Wooten			
Marilyn Minor			
James Torrey			

B. QUASI-JUDICIAL

1. REQUEST FOR A COMPREHENSIVE REZONING OF PROPERTIES ON HIGHWAY 90 FROM AG AGRICULTURAL TO C-3 HIGHWAY COMMERCIAL (STAFF) (GPC 13-05-RZ)

Mr. Meyer advised the Commissioners that the proposed rezoning would include the property generally described as located north of Highway 90, beginning approximately eleven hundred fifty (1,150) feet east of Highway 57, and continuing approximately sixty-one hundred (6,100) feet along Highway 90. The rezoned property will consist of the sixty-one hundred (6,100) feet along Highway 90 described above, north six hundred twenty-five (625) feet. The rezoning includes portions of the parcels listed on the Jackson County Land Records as Parcel Numbers 82422800.100, 82429210.000, 82438120.000 and all of parcel 82429230.050.

Mr. Meyer explained that there is a gas station/ convenience store in the area proposed to be rezoned that has been closed for more than sixty (60) days and cannot be reopened as a gas station/convenience store if purchased, because the property is zoned AG Agricultural. Mr. Meyer noted that the Comprehensive Plan envisions retail commercial all along Hwy 90. The Future Land Use Map (FLUM) suggests Regional Scale Commercial and Mixed Use Residential along the area to be rezoned. Regional Scale Commercial is in alignment with the C-3 Highway Commercial zoning. The Comprehensive Plan also envisions retail along the frontage of Mixed Use Residential parcels.

There was some discussion and concern regarding entrance to any new development on the remaining Agricultural property if the front portion of the property was rezoned and developed as Commercial. Mr. Ramsay said if the owner of the parcel sells an interior portion of the parcel they would have to give the new owner of the interior portion egress.

On a motion by Commissioner Dailey to recommend approval of the rezoning and a second by Commissioner Torrey, the following vote was recorded:

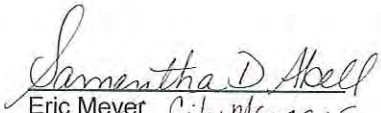
<u>AYES</u>	<u>NAYS</u>	<u>ABSENT</u>	<u>ABSTAINED</u>
Larry Dailey			
Jimmy Green			
Greg Spanier			

David Wooten
Marilyn Minor
James Torrey

DIRECTOR'S REPORT

Mr. Meyer reminded the Commissioners of the Town Hall Meeting on March 11th at the Community College and that the focus of the meeting will be recreation. He also reminded them that the Town Center Nature's Playground sculpture on Dolphin Drive was to be dedicated on March 22nd at 10:00 a.m.

SUBMITTED BY:


Eric Meyer *City Manager*
Economic Development Director

DATE: July 24, 2013

APPROVED:


David Wooten, Chairman
Gautier Planning Commission

DATE: 7-11-13

APRIL 4, 2013

GAUTIER, MISSISSIPPI

BE IT REMEMBERED THAT a regular meeting of the Gautier Planning Commission of the City of Gautier, Mississippi, was held on April 4, 2013, at 6:00 P.M. in the Council chambers of the Gautier Municipal Building at 3330 Highway 90, Gautier, Mississippi.

Commission members present: David Wooten, Chairman, Larry Dailey, James Torrey, Jimmy Green, and Greg Spanier. Absent was Marilyn Minor. Also present were Eric Meyer, Economic Development Director; Bob Ramsay, City Attorney; Babs Logan, Planning Technician; and Michele Keenlance, Court Reporter.

David Wooten, Chairman, called the meeting to order and presented the minutes from the March 7, 2013 meeting for approval. The minutes were approved as submitted.

APPROVAL OF AGENDA

There were no changes to the agenda.

AGENDA

GAUTIER PLANNING COMMISSION

APRIL 4, 2013

6:00 P.M.

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE (VOLUNTEER)
- III. APPROVAL OF MINUTES – (MARCH 7, 2013)
- IV. APPROVAL OF AGENDA
- V. PUBLIC COMMENTS (MATTERS OF THE PLANNING COMMISSION NOT LISTED ON THE AGENDA)

VI. OLD BUSINESS

NONE

VII. NEW BUSINESS

A. QUASI-JUDICIAL

1. REQUEST FOR A 25' VARIANCE TO FRONT YARD SETBACK REQUIREMENTS FOR A CARPORT ADDITION IN A R-1; 5200 APOLLO DRIVE (TONY F. TAYLOR, OWNER) (GPC 13-10-VAR)

VIII. DIRECTOR'S REPORT

IX. ADJOURN

PUBLIC COMMENTS (MATTERS OF THE PLANNING COMMISSION NOT LISTED ON AGENDA)

There were no public comments.

OLD BUSINESS:

There was no old business to discuss.

NEW BUSINESS:

A. QUASI-JUDICIAL

1. REQUEST FOR A 25' VARIANCE TO FRONT YARD SETBACK REQUIREMENTS FOR A CARPORT ADDITION IN A R-1; 5200 APOLLO DRIVE (TONY F. TAYLOR, OWNER) (GPC 13-10-VAR)

There came before the Planning Commission a request on the part of Tony F. Taylor for a 25' variance to front yard setback requirements for a carport addition in an R-1 Low Density Single-Family Residential zoning district. The addition is located at 5200 Apollo Drive, PID # 87340037.000. It was built without a permit and does not meet setback requirements.

The applicant explained that he asked the contractor if he needed a permit to build the carport addition. The contractor told him as long as there was no electrical work to be done a permit was not required. The applicant stated that the contractor built the addition while the applicant was out of town and that upon

his return he made the contractor tear it down because of poor quality workmanship and rebuild it under the supervision of the applicant.

Mr. Meyer advised the Commissioners that if a permit had been obtained the contractor would have been made aware of the setback requirements. He also advised them that the request did not meet the criteria requirements in Section 4.18.4 of the Unified Development Ordinance for approval of a variance. Due to the location of the property, a possible legal solution might be for the applicant to ask the City to vacate the east end of Greenway Drive.

Mr. Meyer advised the applicant that the City would have to agree to vacate the 130' right-of-way, a new survey would have to be done and an easement would have to be given to the property owner at the end of Greenway Drive for access to the property, water, sewer, etc.

Commissioner Dailey asked the applicant if he would be interested in exploring the option of possibly having the City vacate that right-of-way. The applicant stated that he was interested in possibly pursuing that option.

Commissioner Dailey made a motion to table the request to allow the applicant ample time to investigate the possibility of vacating the right-of-way and alleviating the setback problem with the carport addition. Commissioner Torrey seconded the motion and the following vote was recorded:

<u>AYES</u>	<u>NAYS</u>	<u>ABSENT</u>	<u>ABSTAINED</u>
Larry Dailey		Marilyn Minor	
Greg Spanier			
David Wooten			
Jimmy Green			
James Torrey			

B. DISCUSSION

1. PARKS MASTER PLAN

Commissioner Dailey, who is Chairman of the Recreation Advisory Committee, began by telling the Commissioners that the Committee has met five times to review existing facilities in Gautier and neighboring cities, and the City

has held one town hall meeting where input was requested from the community on what they would like to see in the form of recreation in the City. The input received was used to create three options that were presented and discussed. The Committee is leaning towards specifically improving baseball conditions and then beyond that improving as much recreationally within the City as possible.

The first option is to build a new Baseball Sports Complex with eight or nine fields; the second option is to compromise by building a new Sports Complex with 4 fields on designated land and then upgrading existing facilities as much as possible with funds available; and the last option is to use existing facilities and land within the park system for a Sports Complex. The last option would mean utilizing the Buddy Davis field by making it the City's Baseball Complex by adding other facilities and bringing current facilities to "like new" standards as much as possible. This last option would allow funds to be put toward a new recreational facility building and to be used for upgrades to existing parks. Commissioner Dailey advised that the Committee voted to pursue the last option.

Mr. Meyer gave a Power Point presentation which included an overview of the items voted on at the town meeting in the order that received the most votes; they were football, baseball, Recreation Center, outdoor basketball, indoor basketball, playgrounds in existing parks, boat launches, hiking trails, etc.

Mr. Meyer then discussed available funds for recreation improvements. He explained that assuming the 2% tax levy on restaurant sales and hotel/motel room rentals receives the 60% voter approval on June 14th, there will be \$5,000,000 that will be bonded over fifteen years.

Mr. Meyer explained that the Council Resolution creating the Recreation Advisory Committee stated that plans had to be brought before the Planning Commission because anything new would have a land use impact and the Planning Commission would have to consider if it was an appropriate land use in an appropriate location. Mr. Meyer noted that with the option chosen there will not be any new parks. The only thing new will be the multi-purpose center but at this time there is no proposed location. Mr. Meyer explained that the information

presented to the Planning Commission was for their consideration when making their recommendation to Council about approval of the option chosen by the Recreation Advisory Committee.

Commissioner Torrey made a motion to recommend the City pursue the option recommended by the Recreation Advisory Committee to use existing facilities and land within the park system for a Sports Complex, build a new recreational facility building and upgrade existing parks. Commissioner Spanier seconded the motion and the following vote was recorded:

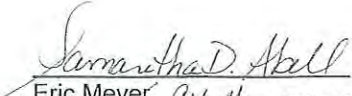
<u>AYES</u>	<u>NAYS</u>	<u>ABSENT</u>	<u>ABSTAINED</u>
Larry Dailey		Marilyn Minor	
Jimmy Green			
Greg Spanier			
David Wooten			
James Torrey			

DIRECTOR'S REPORT

Mr. Meyer advised Commissioners that Council had approved the Walmart development agreement, that advertising for bids for Allen Road had begun, and that a Safe Routes to School grant and a trail grant had been applied for.

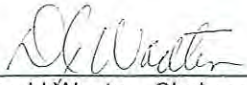
Mr. Meyer also advised Commissioners that Council had approved the ordinance amendments forwarded to them from the last Planning Commission meeting with the exception of the one regarding the number of domestic animals allowed at a residence. The Council tabled the item to schedule a workshop on the issue. Mr. Meyer stated that it would probably not be scheduled until sometime in July and that Commissioners would be informed when it was scheduled.

SUBMITTED BY:


Eric Meyer *City Manager*
Economic Development Director

DATE: July 24, 2013

APPROVED:


David Wooten, Chairman
Gautier Planning Commission

DATE: 7-11-13

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

ORDER NUMBER 198-2013

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 extend G&K Services Contract for an additional two (2) weeks for billing.

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

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

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

NAYS:	None
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MAYOR

ATTEST:

CITY CLERK

PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 6, 2013.

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 6, 2013.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Cindy Steen, Purchasing Agent
Through: Cindy Russell
Date: August 2nd, 2013
Subject: Extension of Service for G&K Uniforms Contract

REQUEST:

City Council authorization is requested to extend G&K Uniform Service Contract for an additional 2 weeks of billing.

BACKGROUND

Contract was approved by the previous Council on 6/19/2009 for the term of 60 months. However Council terminated this contract on July 16th. G&K is requesting an additional 2 weeks of payment in order to collect all uniforms from employees'.

RECOMMENDATION:

Council authorizes to extend G&K Uniform Service for an additional 2 weeks of billing to collect all uniforms from City employees'.

ATTACHMENT(S):

Letter from G&K Services



08-02-13

To: Cindy Steen
Re: Continuation of service

City of Gautier
3330 Highway 90
Gautier, Ms 39553

Please be advised that we will need an additional 2 weeks of billing and payments from The City Of Gautier to continue services for an additional 2 weeks. The dates of services will be Wednesday August 7th, and Wednesday August 14th. If you have any further questions please feel free to give us a call.

Thank you,
Bobby Treace
Route Manager
251-263-3143

Motion made by Councilwoman Martin to recess until August 12, 2013 at 4:30 p.m. Seconded by Councilman Colledge and unanimously carried.

APPROVED BY:

MAYOR

ATTEST:

CITY CLERK

Submitted for approval by the Mayor and Council of the City of Gautier, Mississippi, at the meeting of August 20, 2013.