

**Tuesday  
August 7, 2012  
Gautier, Mississippi**

**BE IT REMEMBERED THAT A REGULAR MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held August 7, 2012 at 6:30 PM in the in City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.**

**Those present were Mayor Tommy Fortenberry, Council Members Johnny Jones, Hurley Ray Guillotte, Gordon Gollott, Mary Martin, Adam Colledge, City Manager Samantha Abell, Interim City Clerk Teresa Montgomery, City Attorney Robert Ramsay and other concerned citizens. Absent was Councilman Scott Macfarland.**

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**AGENDA  
CITY OF GAUTIER, MISSISSIPPI  
CITY HALL COUNCIL CHAMBERS  
August 7, 2012 @ 6:30 PM**

- I. Call to Order**
  - 1 Prayer**
  - 2 Pledge of Allegiance**
- II. Agenda Order Approval**
- III. Announcements**
  - 1 Veterans Tribute Ceremony and Bell Casting August 30-31, 2012**
- IV. Presentation Agenda**
- V. Public Agenda**
  - 1 Agenda Comments**
- VI. Business Agenda**
  - 1 Consider Order approving the sale of City property at the end of Bayou Castelle Drive to Al Swain for the appraised value of \$5,200.00**
  - 2 Consider Order approving Batson and Brown service agreement for engineering and surveying services for the Town Green project**

- 3 Consider Order authorizing FY 2012 Staffing for Fire and Emergency Response (SAFER) Grant application submission
- 4 Consider Order approving letter agreement between Neel-Schaffer and City of Gautier for traffic projection study for SR 57 between US 90 and I 10 in Gautier
- 5 Consider Order approving Gautier Fire Department advertisement for bids for purchase of new Command/Support vehicle
- 6 Discussion and status update to require residents within 100 ft. of City utilities to tie into water and sewer
- 7 Consider Order approving Docket of Claims

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

- 1 Consider Order approving Library Board appointment
- 2 Consider Order accepting City of Gautier 2012 Continuing Disclosure Submission
- 3 Consider Order approving minutes from Council Meetings held July 16, 2012; July 17, 2012; July 26, 2012 and July 31, 2012
- 4 Consider Order approving extension of abatement for 2321 Starfish Road

**STUDY AGENDA  
CITY OF GAUTIER, MISSISSIPPI  
August 7, 2012**

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

**Recess until August 21, 2012**  
[www.gautier-ms.gov](http://www.gautier-ms.gov)

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**Motion was made by Councilman Gollott to amend the agenda and add Business Item #8 Consider Order to approve engineering services agreement in the amount of \$6,385.00 with Thompson Engineering. Motion was seconded by Councilman Jones and unanimously approved.**

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## Announcements

### 1. Veterans Tribute Ceremony and Bell Casting August 30-31, 2012



*You're Invited...*

**VETERANS TRIBUTE CEREMONY AND BELL CASTING**  
Dedicating Mississippi's VETERANS TRIBUTE TOWER

Friday, August 31, 2012  
Gautier City Hall

RSVP to Chassity Bilbo  
[cbilbo@gautier-ms.gov](mailto:cbilbo@gautier-ms.gov) 228-497-8020  
By August 21, 2012

Gautier City Hall  
3330 Hwy 90  
Gautier, MS 39553



**EVENTS**

**Thursday, August 30, 2012**

**10:00am - 4:00pm**  
The Bell Casting Ingot Brigade  
Chorus Performances

**4:00pm**  
The Bell Pour

**Friday, August 31, 2012**

**8:00am - 3:00pm**  
Breaking the Bell Mold  
Patriotic Songs

**3:00pm**  
Bell & Tower Dedication Ceremony

ORDER A PERSONALIZED BRICK FOR YOUR VETERAN TODAY!  
FOR MORE INFORMATION VISIT [WWW.GAUTIER.MS.GOV](http://WWW.GAUTIER.MS.GOV)

HONORING THE PAST  
SALUTING THE PRESENT  
INSPIRING THE FUTURE  
FOR AMERICA'S VETERANS

THE VERON COMPANY  
CINCINNATI, OHIO

GREATER LOVE  
HAS NO ONE THAN THIS,  
THAT HE LAY DOWN HIS LIFE  
FOR HIS FRIENDS.  
GAUTIER, MISSISSIPPI  
AUGUST 31, 2012

## Presentation Agenda

### 1. Presentation of historical figure George Farragut by Jack Womack

#### George Farragut Biography

Gautier's George Farragut is best known as the father of David Farragut, the famous Civil War admiral but he's a historic figure in his own right. Let me mention some of the highlights.

He was active in the American Revolution. The Spanish island of Minorca where he was born and raised was then occupied by Great Britain from which he learned to speak English. But his resentment of Britain's occupation motivated him to take up the cause of the American Colonies. In 1776 at 21 years of age, he came to South Carolina and in 1778 was made a Lieutenant in the newly formed South Carolina Navy. He fought naval battles against the British at Savannah, Georgia and at Charleston, SC. His naval career was interrupted when his right arm was shattered by a musket ball. Making his way to General Marion's headquarters, he served as a volunteer in the Battle of Cowpens after which he was appointed by the North Carolina governor as a Captain of Cavalry. He raised a company of volunteers which followed and harassed British General Cornwallis as he retreated to Yorktown where the war ended with his surrender in 1781.

After the war, he made his living as a mariner until 1792 when Governor Blount of Tennessee territory appointed him a major of militia assigned to the Knoxville area for the protection of settlers.

With Spain losing its grip on the gulf coast in 1807, President Jefferson appointed Spanish speaking Farragut as a Sailing Master in charge of a gunboat based in New Orleans to patrol the Gulf Coast. The next year his wife died of yellow fever and the children's care was taken on by others since Farragut had to be away on patrol. In 1809, while the area was still under Spanish control, he bought a large tract of land around the present I-10 Rest Stop in Gautier, and settled there. While still in the Navy he was appointed by the Louisiana territorial governor to be Justice of the peace for the parish of Pascagoula. He held this post until the coast became a part of Mississippi Territory in 1812.

Farragut was a friend of Andrew Jackson. They were both military men who had lived in Tennessee territory at the same time. Jackson kept Farragut's letters. Some of them have been reprinted in the Commission's history book, which by the way, is available for reading or buying at our local library. Some have thought that Farragut was with Jackson in the Battle of New Orleans, but one of these letters has Farragut apologizing to Jackson for not being with him because of other duties.

Farragut continued serving in the U S Navy until 1814 when he was dismissed after the Navy received a letter from Edwin Lewis, A E Lewis's father, complaining that Farragut was drawing Navy pay while performing no naval duties. Farragut pleaded, without results, for reinstatement citing his long history of service to the United States. His separation from service, with loss of pay, broke his heart as well as his bank account. He was raising children of 5, 6, & 7 at the time. He died in 1817, a few months before Mississippi was admitted to statehood.

There is an interesting sidelight to the George Farragut story. Histories have been written claiming that Admiral David Farragut spent his boyhood years in Gautier. Apparently this was believed because his father lived in Gautier during several years of David's boyhood. The fact is, however, that David never lived in Gautier with his father. The family lived in New Orleans until David's mother died in 1808 and the children were quickly farmed out to others because his father had to continue his patrol duties along the gulf coast. David quickly moved in with Commander Porter and never returned to live with his father. This is confirmed by a letter in David's own handwriting as well as other documents.

George Farragut has an honored and well earned place in history as a man of extraordinary accomplishments, dedication to duty, courage, and spirit of adventure. We can be proud to have him as one of ours.

Motion was made by Mayor Fortenberry to table Business Item #1 Sale of City Property. Motion was seconded by Councilman Colledge and unanimously approved.

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

**ORDER NUMBER 186-2012**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Batson and Brown service agreement for engineering and surveying services for the Town Green project is hereby approved.

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

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

**AYES:** Tommy Fortenberry  
Johnny Jones  
Hurley Ray Guillotte  
Gordon Gollott  
Mary Martin  
Adam Colledge

**NAYS:** None

**ABSENT:** Scott Macfarland

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**MAYOR**

**ATTEST:**

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**INTERIM CITY CLERK**

**PASSED AND ADOPTED** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 7, 2012.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Samantha Abell, City Manager  
**From:** Patty Huffman, Grants & Projects Manager *PH*  
**Through:** Eric Meyer, Economic Development and Planning Director *EM*  
**Date:** July 31, 2012  
**Subject:** Proposed Batson and Brown Service Agreement for Engineering and Surveying Services for the Town Green Project

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**REQUEST:**

The Economic Development and Planning Department requests authorization for the City of Gautier to enter into a service agreement with Batson and Brown, Inc. for professional services for engineering and surveying services related to the 33 acre Town Green.

**BACKGROUND:**

Batson and Brown, Inc. has submitted a proposal and professional services agreement to perform a topographic survey and wetlands delineation for the 33 acre tract of land which has been identified as the City's Town Green. The cost of the topographic survey has been listed at \$13,500.00, and the cost of the wetlands delineation at \$2,200.00 for a project total of \$15,700.00. Work is expected to begin within three (3) weeks of the notice to proceed, and a completed drawing will be delivered to the City within an additional five (5) weeks. Funding for these services will be provided through a previously approved Tidelands grant.

**RECOMMENDATION:**

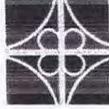
City staff recommends that City Council authorize entering into a service agreement with Batson and Brown, Inc. for the services as described above.

The City Council may:

1. Authorize entering into the service agreement as presented; or
2. Authorize entering into the service agreement with changes; or
3. Disapprove entering into the service agreement as presented.

**ATTACHMENT(S):**

Batson and Brown Proposal and Agreement for Professional Services



**BATSON AND BROWN, INC.**  
CONSULTING ENGINEERS  
LUCEDALE □ GAUTIER □ WIGGINS

REPLY TO:  
4347 OLD SPANISH TRAIL  
GAUTIER MS 39553  
228/522-6353  
228/522-6403 FAX

PROPOSAL AND AGREEMENT FOR PROFESSIONAL SERVICES

Between the Professional: Batson & Brown, Inc.  
Client: City of Gautier  
Client Contact Person: Mr. Dennis Reeves  
Address: 3305 Gautier-Vancleave Road  
Gautier, MS 39553  
Phone Number: 228-539-5086  
Fax Number: \_\_\_\_\_

This Agreement is entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 2012.  
Batson & Brown, Inc., hereafter shall be known as the Professional and  
City of Gautier shall be known as the Client.

The intent of this Agreement is for the Professional to provide certain  
Engineering/Surveying services for Client as described under Project Description.

This Agreement shall incorporate by reference the proposal submitted by Professional  
dated March 21<sup>st</sup> 2012 which is attached hereto and marked as Exhibit A and  
shall be considered to be a part of this Agreement. In the event of a conflict between the  
terms of the proposal and in the terms of this Agreement, this Agreement shall be  
controlling.

The Professional (Batson & Brown, Inc.) shall submit two signed copies of this  
Agreement/Proposal to Client for approval and execution.

If the Client agrees and accepts this Agreement/Proposal, both copies shall be signed by  
Client and one copy will be returned to Professional (Batson & Brown). Upon execution  
and receipt of this Agreement/Proposal, including all pertinent documents, shall form the  
Agreement between Client and Professional.

The specific Professional Services to be provided under this Agreement are set forth in Exhibit A.

**BATSON & BROWN, INC.**  
**EXHIBIT A**

1. Project Description/Scope of Services

Batson & Brown, Inc., proposes to provide the following services for \$15,700.00

Site Survey:

- A. Topographical Survey
- B. Wetlands Delineation Proposal

**TOTAL:** \$15,700.00

**NOTE:**

Invoices

Invoices will be submitted on a monthly basis or upon completion of work specified. Invoices are due and payable upon receipt and considered past due after 30 days.

2. General

Validity

This proposal/agreement is valid for 30 days. Subsequent to that date, the Professional may withdraw this proposal or review the basis of payment to allow for changing costs and adjust start and completion dates to conform to work load.

Delays

Any departure from the stated schedule or work that is caused in whole or part by a delay originated by the Client, or caused by conditions beyond the Professional's control (such as unfavorable weather conditions, partial or complete plant shutdowns, strikes, floods, fires, etc.,) constitutes a change of scope and will be grounds for renegotiation of the contract price and the completion date. The Client will be responsible for the cost of any additional work resulting from such delays. The Professional will be responsible for notifying the Client of any delays.

Indemnification

The Client agrees, to the fullest extent permitted by law, to indemnify and hold the Professional harmless from any damage, liability or cost (including reasonable attorney's fees and cost of defense) to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors,

subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the project that is the subject of this Agreement.

Changes

Only with the consent of the Client may changes in, additions to, and omissions from the Scope of Service be authorized under this Agreement. Any increase in the Scope of Service shall be agreed upon in writing by the parties before the Professional may proceed with such changes, additions or omissions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

APPROVED BY:

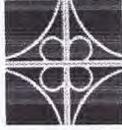
\_\_\_\_\_

Date: \_\_\_\_\_

ACCEPTED:

B. Aron Cherry  
BATSON & BROWN, INC.

Date: 7/11/12



**BATSON AND BROWN, INC.**  
CONSULTING ENGINEERS  
LUCEDALE □ GAUTIER □ WIGGINS

REPLY TO:  
4347 OLD SPANISH TRAIL  
GAUTIER MS 39553  
228/522-6353  
228/522-6403FAX

March 21, 2012

Christian Preus  
[Christianpreus@christianpreus.com](mailto:Christianpreus@christianpreus.com)  
228-539-5086

RE: Misty Meadows Farms  
33 Acre Topographic and  
Wetlands survey

Mr. Preus,

Batson and Brown, Inc wishes to submit the following proposal for providing Surveying Services for the above referenced project.

**1) Topographic Survey to include the Following:**

- A) Full topographic survey with contours and Autocad Surface based upon Mississippi State Plane Coordinates, East Zone, NAD 83(07) with elevations tied to NAVD 88.
- B) Spot Elevations on a maximum of 100 feet grid and cross-sections of all adjacent Roadways and ditches crossing the property on 100 feet stations.
- C) Three benchmarks and three Control Points will be provided onsite.
- D) Location of all Sewer manholes with inverts and observed sizes and Fire hydrants located within the designated survey area. If none found, the closest Fire hydrant and Manhole to the project will be shown.
- E) Flood Zone Designations based upon FEMA Maps revised on March 16, 2009.
- F) All Utilities will be based upon observed above ground evidence, provided record drawings and subsurface locations as marked by others. The Mississippi One-Call will be utilized with the ticket numbers and response ticket provided to the owner. Sizes, depths, pressure, etc. will be based upon the information that the Utility Owners are willing to provide.
- G) Sunifficant tree location including Magnolias and Liveoaks with a DBH of 6" and all other trees with a DBH of 12".
- H) Wetlands Limits as marked by D. R. SANDERS AND ASSOCIATES, INC.
- I) 3 signed and sealed copies of the survey plat.
- J) Autocad Drawing in Civil 3D 2011, within an export to Autocad 2010 with imported Land XML. An Autocad 2000 version with Exploded Civil Entities will also be provided.

Due to time frame and complexity of this survey, we will begin work within 3 weeks of given the notice to proceed and deliver the completed drawing within an additional 5 weeks.

**Topographic Survey Proposal: \$13,500.00**

**Wetlands Delineation Proposal: \$2,200.00  
(SEE ATTACHED)**

**Total Proposal: 15,700.00**

Thank you for giving Batson and Brown, Inc. the opportunity to provide this proposal to you. If you foresee any items not listed above or any items listed that should not be included in our cost, please contact us and we will revise our proposal.

Respectfully Submitted,

*B. Aron Chesney*

B. Aron Chesney, P.L.S.

March 15, 2012

Mr. Aron Chesney  
Batson and Brown  
4347 Old Spanish Trail  
Gautier, MS 39553

RE: Proposal for Wetlands Identification/Delineation for a 33 acre Tract of Land in the Gautier area of Jackson County, Mississippi.

Dear Mr. Chesney:

This letter consists of our proposal to provide the above-referenced services, specifically a 33 acre tract of land which is located north of Singing River Mall in Gautier, Mississippi.

This estimate is for the flagging of wetland boundary lines if any exist on the site, and providing a written report which could be submitted to the USACE, Mobile District, if a Jurisdictional Wetland Determination should be required. Batson and Brown Surveying will locate the flags and provide a map showing the location and area of wetlands as they exist. Since you will be surveying the location of the wetland flags, I will number them in sequential order so they can be followed easily.

Cost Estimate. The following cost estimate is for Wetland Delineation for each of the 33 acre tract:

Wetland Delineation Flagging (2.5 Days @ \$700.00 per day)	\$1700.00	<u>Wetland Delineation</u>
<u>Report</u>	<u>\$500.00</u>	
Total	\$2200.00	

Keep in mind that these prices are estimates. You will only be billed for the actual amount of time and number of flags as the job requires for completion.

Terms: Invoicing for the work performed during a month will occur on the first working day of the following month. If partial billing is necessary, payment will be expected on a "due on receipt" basis.

BATSON & BROWN PROPOSAL/AGREEMENT FOR PROFESSIONAL SERVICES

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We guarantee our work as follows: If the government disagrees with our delineation, we will perform required corrections at no additional cost to the client.

If you or anyone else wishes to discuss our involvement with the project, please contact me at one of the telephone numbers or the e-mail address shown on this stationery.

Sincerely,

Dana R. Sanders, Sr., PhD.  
President, D. R. SANDERS AND  
ASSOCIATES, INC.