

February 8, 2018

Mr. Donovan Scruggs, AICP  
4015 14th Street  
Pascagoula, MS 39567

**Delivered Via Electronic Mail**

**RE: Update of the Pascagoula Unified Development Ordinance**

Dear Donovan,

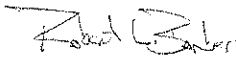
After the anticipated adoption of Plan Pascagoula! in the next few months, follow-up implementation should be considered in the form of adjustments to the Pascagoula Unified Development Ordinance. A number of recommendations from the plan will be directed at the code.

Based on our summary review, the existing code is high quality and in a format that will make the task of aligning to the plan relatively straight forward. As discussed, a complete code rewrite is not necessary, but certain strategic amendments will be required to align the code to the plan.

The attached scope of services has been developed with these parameters in mind. It proposed strategic amendments delivered in a format that is compatible with what Pascagoula has in place now. After you have had a chance to review, let me know of any needed adjustment.

We believe Plan Pascagoula! will be very helpful in achieving Pascagoula's development vision. Amending the code to align with plan will help insure this outcome.

Sincerely,



Robert L. Barber, FAICP, Partner

RLB/bb

Attachments: Scope of services

**SHORT FORM AGREEMENT FOR CONSULTING SERVICES**

(Standard agreement based on Appendix B, Planning Advisory Service Report Number 443,  
Standards of Professional Practice, American Planning Association, Chicago, IL)

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The Orion Planning+Design agrees to provide to the City of Pascagoula, Mississippi the following professional services and the City of Pascagoula, Mississippi contracts for such services and agrees to fully engage in the project. Services shall be compensated by the City of Pascagoula, Mississippi for the fees and on the terms and conditions set forth herein.

**1. PURPOSE**

The purpose of this agreement is to provide professional services to Pascagoula, Mississippi to update the Unified Development Code to align with Plan Pascagoula! Comprehensive Plan as described by the attached scope of services.

**2. PARTIES**

The parties to this agreement are Pascagoula, Mississippi, hereinafter referred to as "Client," and Orion Planning+Design, hereinafter referred to as "Consultant."

**3. SERVICES**

Consultant shall provide the following services to Client:

See attached scope of services.

If there is a dispute over the meaning of this agreement, or if in the course of the project one of the parties deviates from this section by mutual agreement, this agreement shall always be construed in accordance with the purpose set forth in Section 1 along with the scope of services attached hereto.

**4. STANDARDS OF PROFESSIONAL PRACTICE**

Consultant shall exercise and adhere to the standards of professional practice as developed and adopted by the American Institute of Certified Planners set forth in Planning Advisory Service Report Number 443, Standards of Professional Practice, American Planning Association as well as the Code of Ethics of the American Institute of Certified Planners. Said standards are annexed hereto by reference.

**5. COMPENSATION**

For the services rendered the City of Pascagoula shall pay Consultant a sum not to exceed that set out in the project scope of services. Invoices shall be provided based on the work completed not less than monthly and shall set forth expenses incurred in the performance of the services under this contract. Invoices shall not be due within 45 days of receipt by the City. Document production, copies, and meetings other than those called for in the scope of services shall be reimbursable at cost of production and the consultant's rate. Normal office supplies consumed in the course of the project will not be reimbursable. Mileage shall be charged at the prevailing rate established by the State of Mississippi.

**6. TIME FOR PERFORMANCE**

Consultant shall deliver products and services in accordance with the schedule set forth in the attached scope of services unless such time is delayed by the client or alternative scheduling is mutually agreed upon. Either party may terminate this agreement with or without cause upon thirty days written notice. If Consultant fails to complete the work in a timely manner, Client may terminate this agreement by written notice of default; if Consultant cures the default by delivering the work within thirty (30) days of such notice, Consultant shall continue to be compensated in accordance with the provisions of Section 5.

**7. COMPLETE AGREEMENT/AMENDMENTS**

This agreement, together with the Scope of Services, constitutes the complete agreement between the parties. It may be amended only in writing executed in multiple counterparts, each of which shall be considered an original. When executed, this agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement separately, on the dates indicated by their respective signature blocks below. If the date of this agreement becomes material for any reason, the date of execution by Client shall be considered to be the date of the agreement.

Robert L. Barber, Sr., February , 2018  
Robert L. Barber, Sr., FAICP  
Partner, Orion Planning + Design

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City of Pascagoula, Mississippi

Pascagoula – Update of the Unified Development Ordinance	
Work Task	Notes
<p>1. In consultation with staff, develop a Code Alignment Report addressing districts, uses, dimensional criteria, mobility, use standards, processes, and administration.</p> <p>Deliverables – Code Alignment Report, remote meeting</p>	<p>The report will examine the existing UDO in light of the recommendations of Plan Pascagoula! a set out key areas of code amendment.</p>
<p>2. Draft any new base or overlay districts ( up to four) needed to reflect the full range of place types represented in the plan.</p> <p>Deliverables – Required amendments and commentary suitable for insertion into the code</p>	<p>The Code Alignment Report shall identify needed districts. Any new districts shall be drafted in the format of the existing code.</p>
<p>3. Adjust existing district uses, dimensional criteria and other elements to reflect the full range of place types represented in the plan.</p> <p>Deliverables – Required amendments and commentary suitable for insertion into the code</p>	<p>The Code Alignment Report shall identify any adjustments.</p>
<p>4. Adjust the current code’s mobility section to reflect the Plan Pascagoula! mobility provisions.</p> <p>Deliverables – Required amendments and commentary suitable for insertion into the code</p>	<p>Street types established in the plan shall be incorporated into the code.</p>
<p>5. Draft any recommended design standards to reflect plan recommendations.</p> <p>Deliverables – Required amendments and commentary suitable for insertion into the code</p>	<p>The Code Alignment Report shall identify needed amendments.</p>
<p>6. Review and adjust landscaping and environmental provisions as recommended.</p> <p>Deliverables – Required amendments and commentary suitable for insertion into the code</p>	<p>The Code Alignment Report shall identify needed amendments.</p>
<p>7. Review zoning map and propose zoning district realignment consistent with Plan Pascagoula!</p>	-
<p>8. Compile the results of task 2-6 into a final review version for presentation and adoption.</p> <p>Deliverables – Final draft of amended code and onsite meeting.</p>	-
<p>Additional Assumptions – The scope assumes the following:</p> <ul style="list-style-type: none"> <li>• Oversight by the Planning and Building Department</li> <li>• Substantial involvement of the City in drafting and review of proposed amendments</li> <li>• The provision of the existing code in a format suitable for editing (.docx or InDesign formats preferred)</li> </ul>	

- Review and redline as the project progresses rather than a single reline review at the end of the project
- Provision of any mapping service associated with Task 7 by the City

Budget – Compensation for the project is \$27,500 (including travel expenses) with any required printing reimbursed at cost. The scope may be adjusted by agreement as the project progresses.

Schedule – The project is projected to be completed in 7 months from notice to proceed (excluding adoption process)