

Tuesday
March 6, 2018
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 March 6, 2018 at 6:30 P.M. in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.

Those present were Mayor Phil Torjusen, Council Members Mary Martin, Cameron George, Richard Jackson, Casey Vaughan, Rusty Anderson, and Adam Colledge. Also present were Paula Yancey, City Manager; Tricia L. Thigpen, Deputy City Clerk; Joshua Danos, City Attorney and other concerned citizens. Absent was City Clerk Cynthia Russell.

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
March 6, 2018 @ 6:30 PM**

- I. Call to Order**
 - 1. Prayer**
 - 2. Pledge of Allegiance**
- II. Agenda Order Approval**
- III. Announcements**
 - 1. 7th Annual Easter Egg Hunt & Outdoor Movie Night is March 17, 2018 at 5:00 P.M. at Shepard State Park.**
 - 2. Jackson County Household Hazardous Waste Collection Day is Saturday, April 21, 2018 from 8 A.M. – 12 Noon at Singing River Mall Parking Lot.**
- IV. Presentation Agenda**
 - 1. MS4 Storm Water Management Plan Renewal presentation by Allen Engineering.**
- V. Business Agenda**
 - 1. Approval to proceed with the 2018 Annual Implementation of the City of Gautier Storm Water Management Plan.**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
--------------------------	-----------------------	--------------------------	--	--------------------------	---	--------------------------	------

- 2. Resolution authorizing the employment of Butler Snow, LLP in connection with the preparation and drafting of an Urban Renewal Plan for the Singing River Mall Urban Renewal Project.**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
--------------------------	-----------------------	--------------------------	--	--------------------------	---	--------------------------	------

3. Discussion of the Southern Rail Commission's plan to restore passenger rail service along Mississippi's Gulf Coast.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
--------------------------	-----------------------	--------------------------	--	--------------------------	---	--------------------------	------

4. Authorization to enter into a Professional Services Agreement with Goodwyn, Mills & Cawood, Inc. for work associated with Shepard State Park Log Cabin Welcome Center, Phase II.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
--------------------------	-----------------------	--------------------------	--	--------------------------	---	--------------------------	------

5. NRCS Emergency Watershed Protection Program Drainage Project Contract

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
--------------------------	-----------------------	--------------------------	--	--------------------------	---	--------------------------	------

6. Ordinance to Establish the Central Business District for the City of Gautier.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
--------------------------	-----------------------	--------------------------	--	--------------------------	---	--------------------------	------

7. Order establishing tax exemption policy for the central business district of the City of Gautier.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
--------------------------	-----------------------	--------------------------	--	--------------------------	---	--------------------------	------

8. Approval of Docket of Claims.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
--------------------------	-----------------------	--------------------------	--	--------------------------	---	--------------------------	------

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

1. Approval of minutes from Recessed Council Meeting held February 20, 2018.
2. Authorization to declare Friday, March 30, 2018 Good Friday as a legal holiday for the City of Gautier.
3. Receive January 2018 Finance Report.
4. Resolution authorizing City Manager Paula Yancey, Mayor Phil Torjusen and Councilman Rusty Anderson to travel to Washington D.C to secure federal dollars for the city's infrastructure projects.
5. Authorization to accept a monetary donation from the Bacot/McCarty Foundation to support the Gautier Mayor's Youth Council.
6. Authorization to execute a Mississippi State University Fixed Price Research Agreement for Shepard State Park Gray House Renovations.

VII. STUDY AGENDA

- 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 March 20, 2018 at 6:30 P.M.

www.gautier-ms.gov

Councilman Colledge made the motion to approve the agenda order with the following revisions:

1. Add Revised Business Agenda Item #7 – Order establishing tax exemption policy for the central business district of the City of Gautier.

Councilwoman Martin seconded the motion and the vote carried unanimously.

Announcements:

1. 7th Annual Easter Egg Hunt & Outdoor Movie Night is March 17, 2018 at 5:00 P.M. at Shepard State Park.
2. Jackson County Household Hazardous Waste Collection Day is Saturday, April 21, 2018 from 8 A.M. – 12 Noon at Singing River Mall Parking Lot.

Presentation Agenda:

1. MS4 Storm Water Management Plan Renewal presentation by Allen Engineering- Jay Estes with Allen Engineering gave presentation.
-



City of Gautier
7th Annual

EASTER EGG HUNT

SATURDAY, MARCH 17TH

5:00 P.M. Followed by Free Outdoor Movie Night

Shepard State Park

Free

*pictures w/ Easter Bunny, hay ride along the
Bunny Trail, face painting, and prizes!*



**Join us after the 7th Annual Easter
Egg Hunt for a free outdoor movie
March 17, 2018 at 7:00 p.m.**

Shepard State Park

Bring a chair and blanket and enjoy



JACKSON COUNTY HOUSEHOLD HAZARDOUS WASTE COLLECTION DAY

ACCEPTABLE ITEMS

Aerosols, All Purpose Cleaners, Ammonia, Anti-Freeze, Automobile Cleaners, Batteries, Brake Fluid, Charcoal Lighter Fluid, Chlorine Bleach, Detergents, Disinfectants, Drain Opener, Furniture Polish, Gasoline, Glass Cleaner, Herbicides, Insecticides, Mothballs, Motor Oil, Oven Cleaner, Paint, Paint Thinner, Pesticides, Pool Chemicals, Rodent Poisons, Rubber Cement, Rug & Upholstery Cleaner, Scouring Powder, Silver Polish, Snail & Slug Killers, Toilet Bowl Cleaner, Transmission Fluid, Tub & Tile Cleaner, Turpentine, Varnish, Water Seal, Wood Finish



A One Day FREE

Proper Disposal Turn-in Event

SATURDAY

APRIL 21, 2018

8 A.M. - 12 NOON

SINGING RIVER MALL

PARKING LOT

HWY 90, GAUTIER

DO NOT BRING

Explosive Materials,
Radioactive Materials,
PCB's, Medical Waste,
Syringes, Compressed
Cylinders, Electronic Waste
****NO CONTRACTORS**
NO WASTE FROM
BUSINESSES**

Limit
of 5 Tires

Take over 5 to
Seaman Road
Landfill

Put Toxic Waste In Its Place

Household Hazardous Waste

Unused or leftover portions of products containing toxic chemicals. Any product which is labeled

CAUTION, POISONOUS, TOXIC, FLAMMABLE or CORROSIVE
is considered a household hazardous waste.

A Safe Substitute

A safe alternative to a toxic product. Fact sheets are available to help you reduce the use of toxics and minimize health risks.

Legal Transportation

Leaving products in the original containers and making sure that the containers are sealed so that they will not leak. Transport containers in the trunk or in the back of the vehicle away from passengers.

**DO NOT TRANSPORT OVER 5 GALLONS
OR 50 POUNDS AT ONE TIME.**

Proper Disposal

Extremely Important

It is dangerous and illegal to discard hazardous household materials in the trash or down the drain. Instead; use up the product as intended or take to a household hazardous waste event.

The collection event is a community service funded by the MS Department of Environmental Quality in cooperation with the Jackson County Board of Supervisors, Municipalities and the Jackson County Solid Waste Department.



For More Information Call 228-872-8340 or visit
<http://www.co.jackson.ms.us/departments/solid-waste/>



Growth Readiness Training, MS4 Phase II Stormwater

Gautier, Mississippi



- Children of a culture born of a water rich environment, we have never really learned how important water is to us. We understand it but we do not respect it.

» William Ashworth



➤ Filthy water cannot
be washed

- West African Proverb



Why Manage Stormwater?



Regulatory History

- 1988 EPA Report to Congress
 - “Stormwater is the leading cause of water quality impairment in the U.S.”



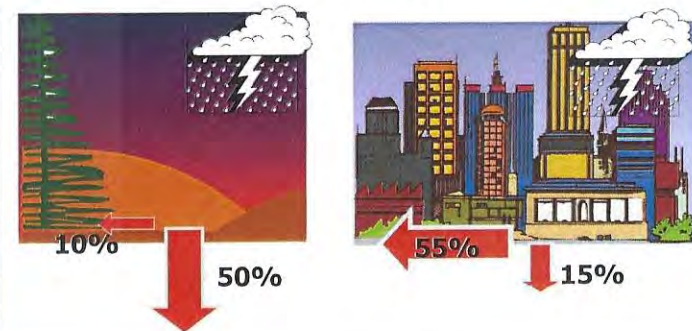


Congressional Response

- 1987 amendment to the Clean Water Act
 - Phase I promulgated on November 16, 1990
 - Phase II promulgated on December 8, 1999
 - First Permitting Cycle – March 10, 2003
 - Second Permitting Cycle – 2009 – 2013
 - Third Permitting Cycle – Pending Final State Permit
 - Will require a revised local plan and submittal of a Notice of Intent for Permit Reissuance.



As Development Intensity Increases, so does the Potential for Water Quality Concerns





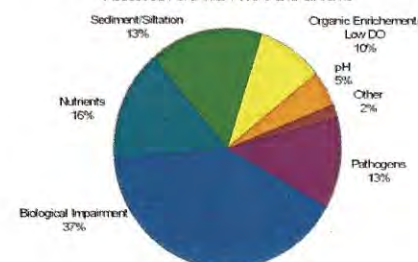
Mississippi Regulated Entities

- Bay St. Louis
- Biloxi
- Brandon
- Clinton
- D'Iberville
- De Soto County
- Flowood
- Forrest County
- **Gautier**
- Gulfport
- Hancock County
- Harrison County
- Hattiesburg
- Hinds County
- Horn Lake
- Jackson County
- Jackson, the city
- Lamar County
- Long Beach
- City of Madison
- Madison County
- Moss Point
- Ocean Springs
- Olive Branch
- Pascagoula
- Pass Christian
- Pearl
- Petal
- Rankin County
- Richland
- Ridgeland
- Southaven
- Waveland
- Keesler Air Force Base
- SeaBee Base, Gulfport
- University of Southern Mississippi
- Mississippi Department of Transportation
- Hernando
- Byram

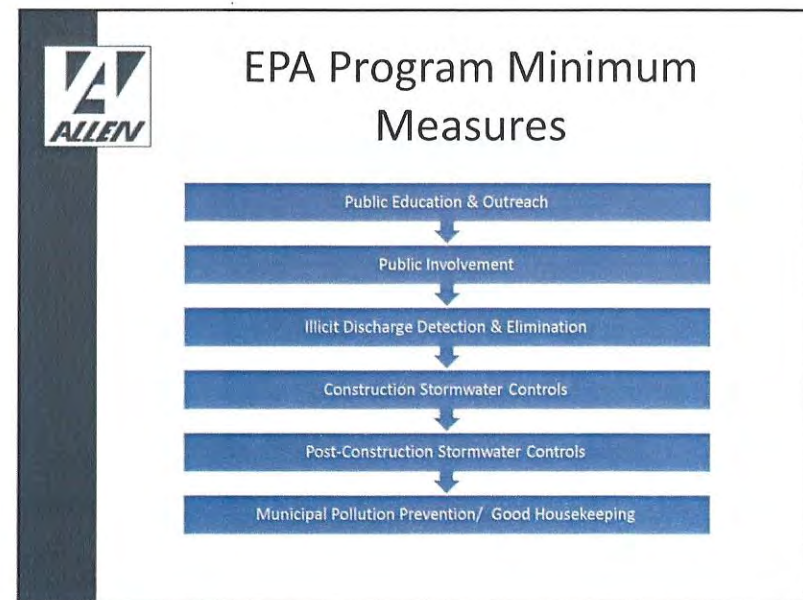
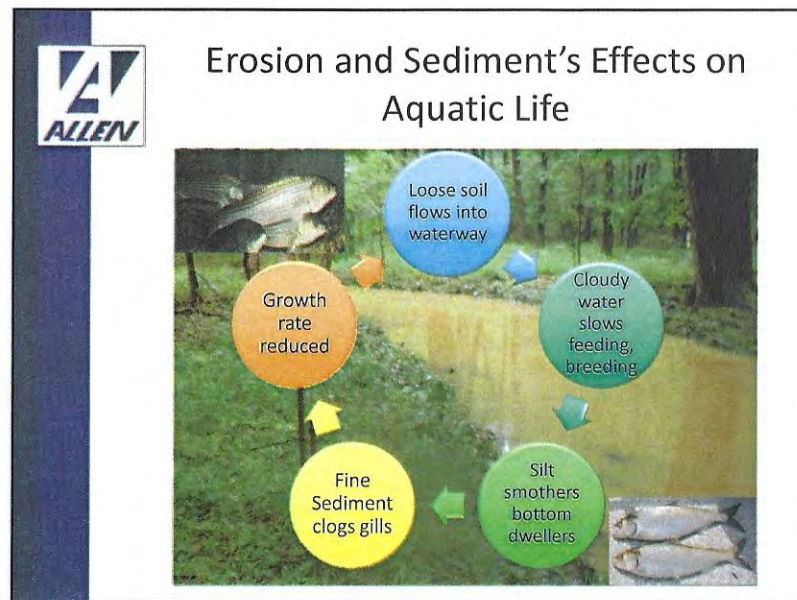


Water Quality Problems in MS Rivers and Streams

Summary of Use Support Impairment Causes
Assessed Perennial Rivers and Streams



State of Mississippi Water Quality Assessment 2014 Section 305(b) Report





New Jackson County 5-Year Permit Pending



State of Mississippi
Mississippi Department of Environmental Quality
Office of Pollution Control



SMALL MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) GENERAL PERMIT

THIS CERTIFIES THAT

MS4s ISSUED A CERTIFICATE OF PERMIT COVERAGE UNDER THIS PERMIT ARE GRANTED PERMISSION TO DISCHARGE STORM WATER FROM SMALL MUNICIPAL SEPARATE SEWER SYSTEMS INTO STATE WATERS

in accordance with effluent limitations, inspection requirements and other conditions set forth in herein. This permit is issued in accordance with the provisions of the Mississippi Water Pollution Control Law (Section 49-17-1 et seq., Mississippi Code of 1972), and the regulations and standards adopted and promulgated thereunder, and under authority granted pursuant to Section 402(b) of the Federal Water Pollution Control Act.

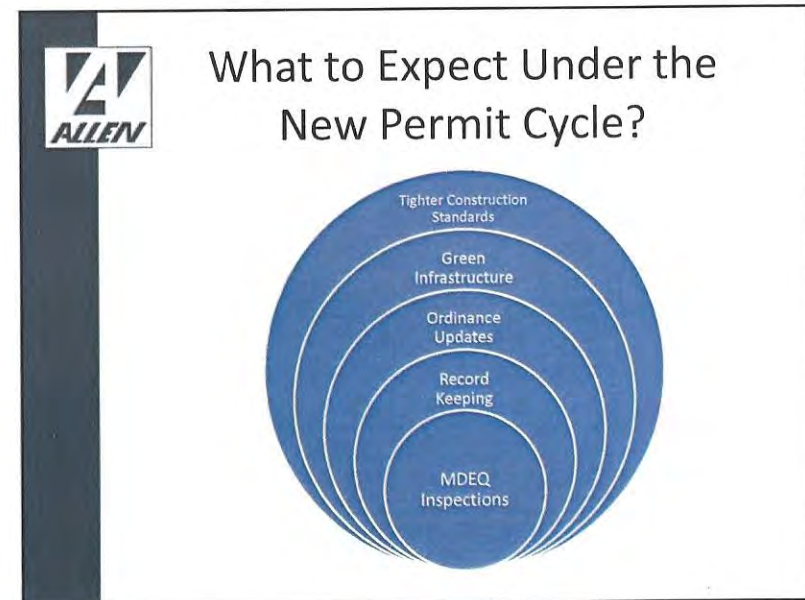
Mississippi Environmental Quality Permit Board

Authorized Signature

Mississippi Department of Environmental Quality

Permit No. MSRMS4

Expires FEB 28 2021





GAUTIER'S RESPONSIBILITIES FOR STORMWATER MANAGEMENT



What Do You Do Under Your Stormwater Program?

Educate & Involve the Public

Maintain Clean Facilities

Prevent Pollution

Permit 1-5 Acre Construction

Inspect New Construction



Construction Program Requirements



Construction Program Requirements

- Land Disturbance Activities (Construction)
 - >1 Acre and <5 Acres – Local Permitting
 - >5 Acres – Permitted directly through MDEQ
- Construction stormwater pollution prevention plan (SWPPP) and notice of intent REQUIRED!



Construction Program Requirements - Developer

- Copy of SWPPP on-site
- Installation and maintenance of Best Management Practices (BMPs)
- Retain sediments on-site
- Control waste on-site
- Provide sanitary facilities
- Routine inspections and inspection log
- Final stabilization of all disturbed soils



Construction Program Requirements - Developer

- Stormwater Pollution Prevention Plan (SWPPP)
 - The SWPPP details in narrative and graphic form Best Management Practices (BMPs) to be incorporated into the construction process to control erosion and off-site sediment transfer.
 - Contractors are required to implement the SWPPP and conduct regular (weekly) inspections of installed BMPs.
 - AND maintain inspection logs on-site.



Construction Program Requirements – Gautier

- Permitting
- Inspections
- Enforcement
- Record-Keeping
- Management of Municipal Projects
- Reporting to MDEQ
- Enforcement of Regulations
- Enforcement of local ordinances



MDEQ Regulatory Perspective

- MDEQ will be increasing the frequency of inspections on construction sites
 - Inspected sites without a SWPPP and complete inspection logs on-site are subject to an automatic fine that could be compounded if other issues or concerns are noted.



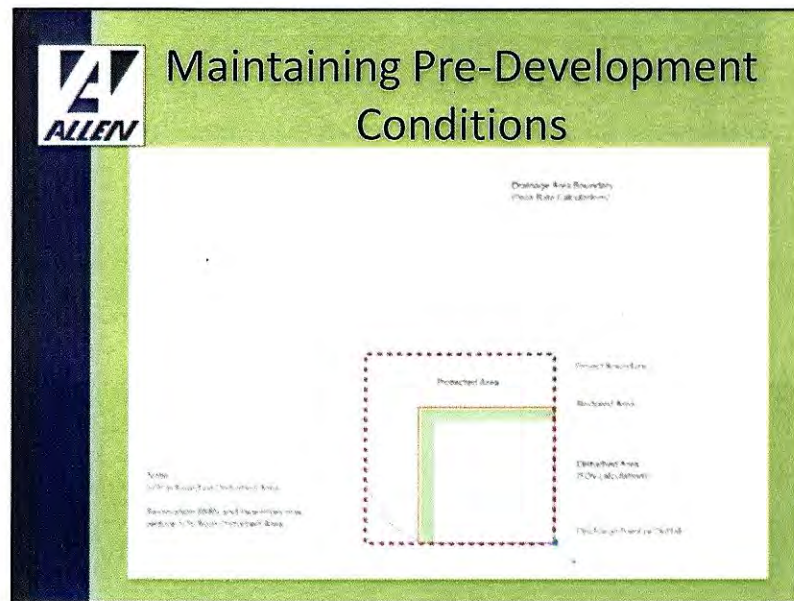
Pollution Prevention / Good Housekeeping

- Municipal projects are subject to the same permitting, documenting & reporting requirements as private projects.
 - 1-5 Acres – Local control
 - >5 Acres – Permit obtained through MDEQ through submission of an NOI and SWPPP
 - *Be careful with linear projects*
 - Length of the project x width of disturbed right-of-way = total disturbed area



Changes in this Permit Cycle

DEVELOPING WITH MINIMAL IMPACT



What Does that Mean?

- Calculate developed area on the site (buildings, pavement)
- Calculate cubic feet of rain generated by 1" of rainfall
- Design site to manage 1st inch on-site

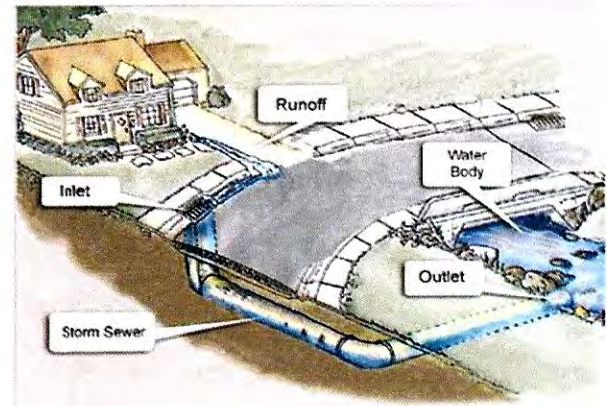


Using Gray vs. Green infrastructure

WHAT CHANGES ARE IN OUR FUTURE?



What is Gray Infrastructure?





Results...



Results...





What is Green Infrastructure?

Green Infrastructure uses natural processes to improve water quality and manage water quantity by restoring the drainage patterns of the urban landscape, managing stormwater at its source, and reducing the need for conventional piped drainage systems

Source - EPA



Types of Green Infrastructure

- Downspout Disconnection
- Rainwater Harvesting
- Rain Gardens
- Infiltration Trench/Basin
- Planter Boxes
- Bioswales
- Permeable Pavement
- Green Parking, Alleys and Streets
- Green Roofs
- Urban Tree Canopy
- Land Conservation



Examples of Green Infrastructure - Trees -

- Intercept and absorb rainfall
- Reduce urban heat island
- Improve habitat and aesthetic value
- Provide shade in summer and block wind in winter, reducing heating and cooling costs
- Reduce greenhouse gases by absorbing CO₂
- Capture urban air pollutants (dust, O₃, CO₂)



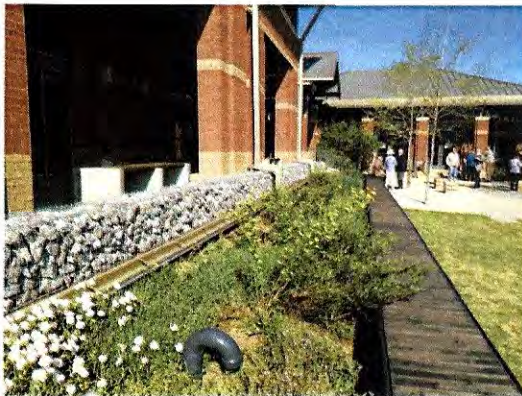
Examples of Green Infrastructure - Rain Barrels and Cisterns -

- Reduce water consumption and associated costs
- Reduce demand for potable water
- Increase available water supply for other uses
- Can significantly reduce stormwater discharges from roofs





Examples of Green Infrastructure Rain Garden



Examples of Green Infrastructure Porous Pavement/ Pervious Concrete





Examples of Green Infrastructure - Green Space -

- Increase soil porosity
- Reduces stormwater runoff
- Reduces peak stormwater flows
- Reduces the risk of flooding



Examples of Green Infrastructure Parking Lot Island





In Conclusion,

- MDEQ expects a higher standard with this 5-year plan
 - Better record-keeping
 - More inspections
 - New local ordinances
 - Better management of stormwater on-site
 - Increased use of Green Infrastructure



Questions/Comments

Allen Engineering and Science

Jay C. Estes, AICP

jestes@allenes.com

Kimberly Miller, AICP

kmiller@allenes.com

Councilwoman Martin made the motion to approve the City to proceed with the 2018 Annual Implementation of the City of Gautier Storm Water Management Plan, as presented. Councilman Colledge seconded the motion.

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

ORDER NUMBER 044-2018

WHEREAS, ACT 7, S-2 of the MS4 General Permit requires the coverage recipient to annually summarize the progress made implementing the conditions of the permit and the elements of the Storm Water Management Program (SWMP); and

WHEREAS, the program includes six (6) specific areas of compliance, including public education, public participation, illicit discharge detection and elimination, construction site runoff control, post construction drainage maintenance, and pollution prevention/general housekeeping as it relates to the City's stormwater drainage network and other facilities. Permits and Storm Water Plans are required to be renewed every 5 years; and

WHEREAS, in 2016, Allen Engineering & Science assisted the City of Gautier with the preparation and submittal of its Storm Water Permit and 5-Year Management Plan to the Mississippi Department of Environmental Quality; and

WHEREAS, each year, the City of Gautier is responsible for fulfilling the tasks associated with each of the six (6) areas outlined in its Storm Water Management Plan;

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 proceed with the 2018 Annual Implementation of the City of Gautier Storm Water Management Plan.

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: **Phil Torjusen**
 Mary Martin
 Cameron George
 Richard Jackson
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

DEPUTY CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 6, 2018.



CLARITY REFINED

Memorandum

To: Mayor and Council Members/City of Gautier

From: David Lewis/ClearWater Solutions

Copy: Paula Yancey/City of Gautier
Cody Dickerson/City of Gautier
Josh Danos/City of Gautier

Date: September 13, 2017

Subject: City of Gautier Storm Water Management Plan/Permit Renewal

Mayor and Council Members,

The City of Gautier is required by the Mississippi Department of Environmental Quality (MSDEQ) to develop and implement a Stormwater Management program. The program includes six (6) specific areas of compliance, including public education, public participation, illicit discharge detection and elimination, construction site runoff control, post construction drainage maintenance, and pollution prevention/ general housekeeping as it relates to the City's stormwater drainage network and other facilities. Permits and Stormwater Plans are required to be renewed every 5 years. In 2016, Allen Engineering & Science assisted the City of Gautier with the preparation and submittal of its Stormwater Permit and 5-Year Management Plan to the Mississippi Department of Environmental Quality.

This request is related to the annual implementation tasks associated with the City's Stormwater Management Plan. Each year, Gautier is responsible for fulfilling the tasks for each of the six (6) areas outlined in its Stormwater Management Plan. For approximately 10 years, AllenES has assisted the City of Gautier with these tasks.

We respectfully request that the Council members consider and provide approval to proceed with the 2018 Annual Implementation of the City of Gautier Storm Water Management Plan.

Thank you,

David Lewis
Project Manager
ClearWater Solutions
City of Gautier Project

ANNUAL REPORT FORM SMALL MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) GENERAL PERMIT



GENERAL PERMIT: MSRMS4 0 1 1. This coverage number must be completed for the referenced MS4 or this form will be considered incomplete and will be returned. The coverage number can be found at the bottom left corner of your Certificate of Coverage.

This report covers MS4 Storm Water Management Program activities occurring during calendar year (type "X" in box next to year):

☐

2009 (Year 1)

☐

2010 (Year 2)

☐

2011 (Year 3)

☐

2012 (Year 4)

☒

2017 (Year 9)

INSTRUCTIONS

Please use this form to satisfy the reporting requirements of ACT7, S-2 of the MS4 General Permit. Use of another form/format or failure to fully complete any section of this Annual Report Form may result in agency review delays or notifications of MS4 non-compliance. If a particular part or section is not applicable to your MS4, fill in as "N/A".

Coverage recipients are encouraged to utilize the electronic version of this form, which allows the data fields in the following tables to be expanded to contain all of the required information. The electronic form is available in the MS4 section of MDEQ's General Permits webpage at: http://www.deq.state.ms.us/MDEQ.nsf/page/epd_epdgeneral

The submittal of the fourth Annual Report (due no later than January 28, 2013) shall be deemed to be a notification of the MS4's intent to be covered by the subsequently issued MS4 General Permit, provided the Annual Report is signed by a principal executive officer or ranking elected official according to ACT9, T-5 of this permit.

Do **NOT** include any attachments **EXCEPT** for those specifically requested in this form. Supporting documentation for annual reports should be maintained with the SWMP and should be available for review during periodic MDEQ inspections and audits.

ALL BMPs OF EACH MINIMUM MEASURE MUST BE LISTED IN THE ORDER THEY APPEAR IN THE SWMP.

MS4 INFORMATION

MS4 NAME: City of Gautier

MS4 MAILING ADDRESS: 3330 Highway 90

CITY: Gautier

ZIP: 39553

MS4 COUNTY: Jackson

PRIMARY LOCAL CONTACT NAME (responsible for storm water program implementation): Scott Ankerson

CONTACT'S TITLE: Planning Director

OFFICE PHONE: (228) 497.1878 x312

E-MAIL ADDRESS (local contact): SAnkerson@Gautier-ms.gov

SECTION I: SUMMARY OF IMPLEMENTATION ACTIVITIES BY MINIMUM MEASURE AND BEST MANAGEMENT PRACTICE

ACT7, S-2 of the MS4 General Permit requires the coverage recipient is to annually summarize the progress made in implementing the conditions of the permit and the elements of the Storm Water Management Program (SWMP). Complete the following tables for each of the six SWMP minimum measures.

The **Comments** column should contain details regarding the steps that have been taken to implement the BMP. For those BMPs checked as not being in compliance, the **Comments** column should also contain an explanation for the non-compliance and an action plan/schedule for achieving compliance.

A. Public Education:

Best Management Practice	Measurable Goal	In Compliance?		Date Completed (If not, date to be completed)	Comments	Responsible Individual (Name or Job Title)
		Yes	No			
PE 1 Growth Readiness Training	Develop a revised Growth Readiness Training program and present once per year.	X		July 18, 2017	Presented Growth Readiness program that included a preview of changes under the upcoming permit and a preview of Green Infrastructure options to meet new requirements.	Stormwater Manager
PE 2 Stream/Basin Signage	Placement of informational signs throughout the City identifying major streams or sub-basins.	X		N/A	No stream/basin signage was added in 2017; A total of 5 basins have been marked. The City will re-evaluate locations for additional signage in 2018.	Stormwater Manager
PE 3 Children's Outreach	Cooperate with the Jackson County Soil and Water Conservation District to provide outreach programming to local school children.	X		October 11, 2017	Jackson County Conservation Expo Day (St. Alphonsus, Resurrection, East Central, Vancleave) Enviroscape . Approx. 500 children	Stormwater Manager
PE 4 Community Outreach	City will develop, prepare, and distribute stormwater educational information for general public.	X		Throughout 2017	Stormwater fliers distributed at City Hall, and the City installed an electronic message board utilized for public messaging, including stormwater education and public messaging such as,	Stormwater Manager

					“Only Rain in the Drain,” is displayed throughout the year. The City also posted the EPA flyer, “Protecting Water Quality from Urban Runoff is Everybody’s Business” on their Twitter account for public outreach.	
PE 5 Stormwater Website	Review and update stormwater information presented on the City’s website to include contact information and informational links.	X		December 2017	Stormwater educational materials are available on the City of Gautier’s Building and Zoning webpage: http://www.gautier-ms.gov/building-and-zoning/	Stormwater Manager

SECTION I (continued):**B. Public Involvement:**

Best Management Practice	Measurable Goal	In Compliance?		Date Completed (If not, date to be completed)	Comments	Responsible Individual (Name or Job Title)
		Yes	No			
PI 1 Stormwater Task Force	The City will conduct four task force meetings per year.	X		April 19, July 17, October 18, 2017	The City of Gautier participates in a regional task force consisting of Ocean Springs, Gautier, Moss Point, Pascagoula, and Jackson County. The task force met three times in 2017 with additional correspondence throughout the year. Meetings this year focused on implementing changes in the State's Phase II Stormwater Plan and program.	Stormwater Manager
PI 2 Collection Efforts	The City will conduct the necessary planning to participate one cleanup event per year.	X		4/22/2017, November 18, 2017	Gautier collaborated with Jackson County during their household hazardous waste collection day (4/22/2017) and participated in the Department of Marine Resources' Mississippi Coastal Cleanup event (11/18/17). MS Coastal volunteers collected debris at over 60 sites across the coast.	Stormwater Manager
PI 3 Storm Drain Marking Program	The City will identify additional storm drains for this second phase of storm drain marking.	X		Throughout 2017	20 new stormdrain markers were placed in 2017. A total of 150 stormdrains are marked.	Stormwater Manager

SECTION I (continued):**C. Illicit Discharge Detection and Elimination:**

Best Management Practice	Measurable Goal	In Compliance?		Date Completed (If not, date to be completed)	Comments	Responsible Individual (Name or Job Title)
		Yes	No			
ID 1 Review of Ordinances	The City will review its ordinances regulating illicit discharges and revise if deemed necessary.	X		July 2017	Ordinances reviewed July 2017. Preparing for ordinance update in 2018 to meet conditions of new state Stormwater Permit.	Stormwater Manager
ID 2 Training – Illicit Discharges	City conducts annual training of relevant department heads on identifying, reporting, & documenting illicit discharges.	X		July 18, 2017	City employees participated in a combined employee training at Gautier City Hall along with staff from Pascagoula and Ocean Springs.	Stormwater Manager
ID 3 Stormwater Mapping Program	City will conduct annual reviews of mapping data and update as needed. The City will also identify businesses that store large quantities of hazardous materials and will map transportation routes carrying potentially hazardous materials.	X		5/4/2017, 11/6/2017, Dec. 2017	City reviewed all stormwater outfalls during its two annual inspections and updated maps according to data obtained during those inspections.	Stormwater Manager
ID 4 Inspections – Conveyances	The City will conduct bi-annual dry-weather screening to determine the presence of potential illicit discharges.	X		5/4/2017, 11/6/2017	Dry-weather screening was conducted during the spring and winter to determine the potential presence of illicit discharges. The inspection did not reveal significant illicit discharges and minor issues were remedied.	Stormwater Manager
ID 5 Emergency Management	City will coordinate with local jurisdictions regarding hazardous	X		4/22/2017	The City participated in the Jackson County Household Hazardous Waste Collection Day to collect household	Stormwater Manager

Outreach	materials and illicit discharges.				cleaning, automotive and home repair items that are potentially dangerous for the area's water. This is a collaborative program coordinated by the Jackson County Solid Waste Department with funding by the MDEQ and cooperation from Jackson Co. Board of Supervisors and municipal jurisdictions.	
ID 6 Coordination with other agencies	The City will coordinate with Jackson County regarding hazardous materials and illicit discharges.	X		Throughout 2017	The Jackson County Emergency Management team and Fire Department attended the March task force meeting, where all agencies present discussed coordination and process for illicit discharges and hazardous material spills.	Stormwater Manager

Provide the following information for illicit discharges detected within your MS4 during the reporting period for this Annual Report.

Number of Illicit Discharges Detected: 0

Number of Illicit Discharges Eliminated: 0

SECTION I (continued):**D. Construction Site Storm Water Runoff Control:**

Best Management Practice	Measurable Goal	In Compliance?		Date Completed (If not, date to be completed)	Comments	Responsible Individual (Name or Job Title)
		Yes	No			
CS 1 Construction Ordinances	The City will conduct annual reviews of its ordinances regulating construction activities and revise as conditions warrant.	X		July 2017	The Unified Development Code (UDC) contains ordinances regulating Stormwater Runoff and Land Disturbance. This also addresses construction erosion and sediment control. The review in 2017 deemed that revisions to the ordinances will need to be made when City's new MDEQ permit is finalized.	Stormwater Manager
CS 2 Training – Developer	The City will provide annual training to developers and contractors.	X		Throughout 2017	City is educating contractors and developers by providing them education materials on MDEQ Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas, Small and Large General Permits and all required forms, policies and regulations at the time of construction permit approval.	Stormwater Manager
CS 3 Erosion & Sediment Control	The City will coordinate with MDEQ to establish revised ESC standards for construction sites.	X		Throughout 2017	The City began using the State of Mississippi's Guidance Manual for Erosion and Sediment Control for Construction Projects in 2012 and continues to use it as the standard for regulation and enforcement of construction within the City.	Stormwater Manager
CS 4 Construction Site Plan Reviews	The City will conduct regular and routine site plan review meetings to discuss erosion and	X		Throughout 2017	The City conducts site plan review meetings as projects are submitted for review and permitting. Erosion and sediment control is a primary focus of	Stormwater Manager

	sediment control requirements for new developments.				the site plan reviews.	
CS 5 Inspections – Active Sites	The City will conduct regular and routine inspections of active construction sites to ensure compliance with approved SWPPPs & local ordinances.	X		Throughout 2017	The City incorporates stormwater inspections on active construction sites with other construction inspection activities. The Building Official and Code Enforcer inspect construction sites regularly.	Stormwater Manager
CS 6 Training – Inspection Staff	The City will provide annual training to permitting and inspection staff on the latest policies, ordinances and inspection procedures.	X		July 17, 2017	Training was conducted in conjunction with other members of the Jackson County Task Force at Gautier City Hall. Topics covered included inspection procedures, inspection frequency requirements, common BMPs, and standard construction SWPPP content.	Stormwater Manager
CS 7 Land Disturbance Recognition and Education	The City will begin a new procedure to provide erosion and sediment control information to citizens engaged in land disturbances less than one acre (with the exception to home gardening and landscaping).	X		On-going	Currently, the City provides erosion and sediment control information at the Planning Department offices and continues to expand and update those materials. The Building Official focuses on erosion and sediment control on several small construction sites, particularly when they are adjacent to wetlands, bayous or other waterways.	Stormwater Manager
CS 8 Public Input	The City will provide a “hotline” e-mail link on its website for submission of public complaints.	X		Throughout 2017		Stormwater Manager

Provide the following information for construction projects permitted within your MS4 during the reporting period for this Annual Report.			
Project Category	Number of Projects	Number and Type of Inspections	Number and Type of Enforcement Actions Taken
Small Construction (1- 5 Acres)	0		
Large Construction (> 5 Acres)	0		

SECTION I (continued):**E. Post-Construction Storm Water Management in New Development and Redevelopment:**

Best Management Practice	Measurable Goal	In Compliance?		Date Completed (If not, date to be completed)	Comments	Responsible Individual (Name or Job Title)
		Yes	No			
PC 1 Post-Construction Ordinances	The City will conduct annual reviews of its ordinances regulating post-construction activities and revise as conditions warrant.	X		July 2017	The Unified Development Code (UDC) contains ordinances regulating Stormwater Runoff and Land Disturbance. This also addresses construction erosion and sediment control. A review in 2017 deemed that revisions to the ordinances will need to be made when City's new MDEQ permit is finalized.	Mayor
PC 2 Database of Post-Construction Site	The City will identify and map all post-construction stormwater BMPs to create a working database of post-construction facilities.	X		April 2017	The database of current BMPs is complete and updated each quarter as new projects are completed. Most recent update was completed in April 2017.	Stormwater Manager

SECTION I (continued):**E. Post-Construction Storm Water Management in New Development and Redevelopment (continued):**

Provide the location and type of post-construction management practices installed at new development and redevelopment projects within your MS4 during the reporting period for this Annual Report. Location description should include the subdivision/project name, along with a physical address, latitude/longitude coordinates or site directions.

Location of Post-Construction Management Practice	Type of Management Practice (i.e., detention basin, manufactured system, etc.)
No new Post-Construction BMPs this year	

SECTION I (continued):**F. Pollution Prevention/Good Housekeeping for Municipal Operations:**

Best Management Practice	Measurable Goal	In Compliance?		Date Completed (If not, date to be completed)	Comments	Responsible Individual (Name or Job Title)
		Yes	No			
PP 1 SWPPP Training	The City will provide annual training to municipal employees based on Municipal SWPPP.	X		July 17, 2017	Training was conducted in conjunction with other members of the Jackson County Task Force at Gautier City Hall. Topics covered included inspection procedures, inspection frequency requirements, common BMPs, and standard construction SWPPP content.	Stormwater Manager
PP 2 Routine Maintenance	The City will conduct annual and routine maintenance activities.	X		Throughout 2017	ClearWater Solutions manages City of Gautier's Public Works department and handles routine maintenance, including cleaning of swales and culverts.	Stormwater Manager
PP 3 Increase Communication	City will develop and implement - communication, coordination procedures on pollution prevention policies, methods.	X		Throughout 2017	Public Works has been focused on interdepartmental communication procedures to better coordinate within the City. Stormwater related meetings include managers from the City and ClearWater Solutions.	Stormwater Manager
PP 4 & 5 Municipal Inspections	The City will conduct bi-annual and routine inspections of major outfalls and conveyance systems.	X		5/4/2017, 11/6/2017	Bi-annual inspections were conducted in spring and winter.	Stormwater Manager

SECTION II: ASSESSMENT OF THE APPROPRIATENESS OF BMPs

ACT7, S-2(1) of the MS4 General Permit requires the coverage recipient to assess the appropriateness of its BMPs in achieving the identified measurable goals for each of the minimum control measures. List each BMP adopted by the MS4 and rate its appropriateness. For BMPs rated “Inappropriate” or “Minimally Appropriate”, the MS4 should outline proposed changes to the program in Section IV of this form to address the deficiencies.

NOTE: Use the following codes for Minimum Measure ID: Public Education – **PE**; Public Involvement – **PI**; Illicit Discharge Detection and Elimination – **ID**; Construction Site Runoff Control – **CS**; Post-Construction Storm Water Management – **PC**; Pollution Prevention/Good Housekeeping - **PP**

Minimum Measure ID	Best Management Practice	We Consider the Listed BMP Appropriate to the Following Degree			
		Inappropriate	Minimally Appropriate	Good	Superior
PE-1	Develop and Implement Growth Readiness Training				X
PE-2	Stream / Basin Signage			X	
PE-3	Children’s Outreach Program			X	
PE-4	Community Outreach				X
PE-5	Stormwater Website				X
PI-1	Task Force Meetings			X	
PI-2	Cleanup Day			X	
PI-3 & 4	Storm Drain Marking Program			X	X
ID-1	Ordinance Review				
ID-2	Training – Illicit Discharges			X	
ID-3	Mapping Program				X
ID-4	Mapping Program – Expanded				X
ID-5	Inspections			X	
ID-6	Emergency Management Outreach				X
CS-1	Ordinance Review				X
CS-2	Training – Developer			X	
CS-3	Erosion and Sediment Control			X	
CS-4	Construction Site Plan Review				X
CS 5	Construction Site Inspection				X
CS-6	Training – Inspection Staff			X	

Minimum Measure ID	Best Management Practice	We Consider the Listed BMP Appropriate to the Following Degree			
		Inappropriate	Minimally Appropriate	Good	Superior
PC-1	Ordinance Review			X	
PC-2	Post-Construction Database				X
PC-3	Training – Municipal BMP Inspectors				X
PC-4	Post-Construction Correspondence			X	
PC-5	Maintenance Agreement				X
PC-6	Post-Construction Site Inspections			X	
PP-1	Spill Prevention/Response Plan			X	
PP-2	Training-SWPPP			X	X
PP-3	Routine Maintenance				X
PP-4	Communication			X	
PP-5	Inspections – Conveyances				X
PP-6	Inspections - Facilities			X	

SECTION III: SUMMARY OF STORM WATER ACTIVITIES PLANNED DURING THE NEXT REPORTING CYCLE

ACT7, S-2(3) of the MS4 General Permit requires the coverage recipient to summarize the storm water activities planned during the next reporting cycle of the permit term. The **Comments** column should contain details regarding the steps that will be taken to further implement the BMP.

NOTE: Use the following codes for Minimum Measure ID: Public Education – **PE**; Public Involvement – **PI**; Illicit Discharge Detection and Elimination – **ID**; Construction Site Runoff Control – **CS**; Post-Construction Storm Water Management – **PC**; Pollution Prevention/Good Housekeeping - **PP**

Minimum Measure ID	Best Management Practice	Measurable Goal	Comments	Responsible Individual (Name or Job Title)
PE-1	Growth Readiness Training	Present Growth Readiness Training once per year.	The presentation to elected officials will also discuss the new permit requirements.	Stormwater Manager
PE-2	Stream / Basin Signage	Complete identification of sign locations, procure and install signs at identified locations.	City will consider adding additional streams/basins need signage.	Stormwater Manager
PE-3	Children's Outreach	Work with the Jackson County Soil & Water Conservation District to implement activities.		Stormwater Manager
PE-4	Community Outreach	Identify formatting and delivery method, identify publishing options, and identify sponsors.	The City will implement a program to track the number of brochures being distributed at each City facility by providing a specific number at one time.	Stormwater Manager
PE-5	Stormwater Website	Review and update stormwater information as necessary and appropriate.	Update user-friendliness and visibility of stormwater website.	Stormwater Manager
PI-1, PI-2	Stormwater Taskforce	Participate in quarterly task force meetings		Stormwater Manager
PI-3	Waste Collection Efforts	Conduct or participate in one cleanup event in 2018.	Will participate in Jackson County's Household Hazardous Waste Collection Event.	Stormwater Manager
PI-4, PI-5	Storm Drain Marking	Identify participating organizations and procure materials.	The City will procure additional storm drain markers in 2018.	Stormwater Manager

ID-1	Illicit Discharge Ordinance	Review and update/modify ordinances as necessary and appropriate.	The City will work to ensure updated ordinances are approved.	Stormwater Manager
ID-2	Illicit Discharge Training	Provide training once per year to City employees on identifying, mitigating, and reporting illicit discharges.		Stormwater Manager
ID-3, ID-4	Mapping Program	Update mapping data to reflect new developments and infrastructure improvements.	Mapping data is being updated based on inspections conducted in 2017.	Stormwater Manager
ID-5	Inspections – Conveyances	Conduct bi-annual inspections of the City’s conveyance system.		Stormwater Manager
ID-6	Emergency Management Outreach	Meet 1X year w County Emergency Management re: hazardous materials and other illicit discharge issues.	Continue to invite emergency management office to task force meetings.	Stormwater Manager
CS-1	Construction Ordinances	Review and update/modify ordinances as necessary and appropriate.	The City will work to ensure updated ordinances are approved.	Stormwater Manager
CS-2	Training – Developer	Finalize contractor forms & information packets and begin distribution of packets and certification program.	Update information on contractor training CDs based on new permit requirements.	Stormwater Manager
CS-3	ESC Standards	Update standards as the State updates the state standards.		Stormwater Manager
CS-4, CS-5	Construction Site Inspections	On-going – Conduct routine inspections of active construction projects.	The City has a robust system of construction site inspections and will continue this practice into 2018.	Stormwater Manager
CS-6	Training-Inspection Staff	Conduct training for inspection staff 1X year on stormwater inspection and enforcement procedures.		Stormwater Manager
PC-1	Post Construction Ordinance	Review and update/modify ordinances as necessary and appropriate.	The City will work to ensure updated ordinances are approved.	Stormwater Manager
PC-2	Post-Construction BMP Database	Complete and update database.	Update as new BMPs are constructed.	Stormwater Manager
PC-3	Training-BMP Inspections	Conduct annual training for		Stormwater Manager

		inspectors on procedures related to inspecting post-construction BMPs.		
PC-4	Correspondence	Prepare and mail correspondence to all post-construction BMP landowners concerning their responsibilities for long-term maintenance.	Correspondence will include any new ordinance regulations and maintenance requirements.	Stormwater Manager
PC-5	Maintenance Agreement	Execute post-construction BMP maintenance agreements as new projects are developed.		Stormwater Manager
PC-6	Post-Construction Site Inspections	Conduct annual inspections of City-owned post-construction BMPs		Stormwater Manager
PP-1	Spill Prevention Plan	Finalize plan and post at all SWPPP facilities.	The SPP will be updated as necessary	Stormwater Manager
PP-2	SWPPP Training	Conduct Municipal SWPPP training for City employees.	This training will be conducted once per year.	Stormwater Manager
PP-3	Routine Maintenance	Conduct regular and routine maintenance of streets, parks, culverts, ditches, etc.		Stormwater Manager
PP-4	Increase Communication	Continue regular department head meetings.		Stormwater Manager
PP-5	Municipal (SWPPP) Inspections	Conduct bi-annual inspections of all SWPPP facilities.		Stormwater Manager

SECTION IV: PROPOSED CHANGES TO THE STORM WATER MANAGEMENT PROGRAM

ACT7, S-2(4) and (5) of the MS4 General Permit require the coverage recipient to report proposed changes to BMPs or identified measurable goals that apply to the SWMP program elements. The MS4 should also include changes to address any BMPs listed as “Inappropriate” or “Minimally Appropriate” in Section II or this form.

The **Comments** column should contain details regarding the measurable goals to implement the BMP, a schedule of implementation and an indication if this is a new BMP being proposed.

NOTE: Use the following codes for Minimum Measure ID: Public Education – **PE**; Public Involvement – **PI**; Illicit Discharge Detection and Elimination – **ID**; Construction Site Runoff Control – **CS**; Post-Construction Storm Water Management – **PC**; Pollution Prevention/Good Housekeeping - **PP**

Minimum Measure ID	Best Management Practice	Previous Measurable Goal	Proposed New Measurable Goal	Comments	Responsible Individual (Name or Job Title)
PI-4, PI-5	Storm Drain Marking	Identify participating organizations and procure materials.	City will procure additional stormdrain markers in 2018.		Stormwater Manager
ID-1	Illicit Discharge Ordinances	Review and update/modify ordinances as necessary and appropriate.	The City will work to ensure updated ordinances are approved.		Stormwater Manager
CS-1	Construction Ordinances	Review and update/modify ordinances as necessary and appropriate.	The City will work to ensure updated ordinances are approved.		Stormwater Manager
PC-1	Post Construction Ordinance	Review and update/modify ordinances as necessary and appropriate.	The City will work to ensure updated ordinances are approved.		Stormwater Manager

SECTION V: CONTROL MEASURES PLANNED/IMPLEMENTED TO ADDRESS WASTELOAD ALLOCATIONS

ACT7, S-2(12) of the MS4 General Permit requires the coverage recipient to document all control measures being planned or implemented that may address the Wasteload Allocations (WLA) provisions of a Total Maximum Daily Load (TMDL) established for impaired receiving stream segments within the MS4 (if it is found that the MS4 must implement specific WLA provisions of a TMDL). The general permit also requires the MS4 to include an implementation schedule for all planned controls.

Approved TMDL / Water Body Name / Pollutant of Concern	Best Management Practice	Wasteload Allocation Details	Implementation Schedule
Graveline Bayou / Fecal Coliform	The City will focus a portion of the Community Outreach BMP on septic system and rock-reed system maintenance.	This waterbody does not have NPDES Permitted discharges included as point sources in the WLA. Nonpoint sources of fecal coliform include failing septic systems, wildlife, and urban development.	The City intends to continue the Community Outreach BMP in 2017.

SECTION VI: OTHER INFORMATION (type "X" in all boxes that apply)

- ☐ During this reporting period, the MS4 has collected and analyzed monitoring data as part of its SWMP implementation (attach copies).
- ☐ During this reporting period, the MS4 relied on another government agency to satisfy some of its permit obligations (attach description of the SWMP components being delegated and a copy of the legal agreement between the MS4 and the implementing entity).

SECTION VII: REPORT CERTIFICATION AND SIGNATURE

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I also certify that the MS4 for which I am responsible has in effect, an accurate and up to date MS4 Notice of Intent (NOI) and Storm Water Management Plan (SWMP). I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Authorized Signature¹

Phil Torjusen

Printed Name

Date

Mayor

Title

¹This report shall be signed according to the ACT9, T-5 and T-6 of the MS4 General Permit.

**Please submit this form to: Chief, Environmental Compliance and Enforcement Division
MDEQ, Office of Pollution Control
P.O. Box 2261
Jackson, Mississippi 39225**

Revision: 11/02/09

The Mayor and City Council of the City of Gautier, Mississippi (the "City"), took up for consideration the matter of employing professionals in connection with the preparing and drafting of an urban renewal plan for the Singing River Mall Urban Renewal Project, as set forth below. After a discussion of the subject, Councilwoman Martin offered and moved the adoption of the following resolution, and Councilman George seconded the motion:

RESOLUTION NUMBER 013-2018

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI (THE "CITY"), AUTHORIZING THE EMPLOYMENT OF PROFESSIONALS IN CONNECTION WITH THE PREPARING AND DRAFTING OF AN URBAN RENEWAL PLAN FOR THE DEVELOPMENT, REDEVELOPMENT AND RESTORATION OF THE SINGING RIVER MALL LOCATED IN THE CITY AND OTHER RELATED MATTERS.

WHEREAS, the Mayor and City Council (the "Governing Body") of the City of Gautier, Mississippi (the "City"), hereby find, determine, adjudicate and declare as follows:

- 1.** The Governing Body, pursuant to Sections 43-35-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "Urban Renewal Act"), desires to adopt an urban renewal plan (the "Urban Renewal Plan") that creates an urban renewal district for the development, redevelopment and restoration of the Singing River Mall and related areas within the urban renewal district (the "Singing River Mall Urban Renewal Project").
- 2.** That under the Urban Renewal Act, an Urban Renewal Plan must first be developed and created for the purposes of facilitating the advancement of the Singing River Mall Urban Renewal Project.
- 3.** That in order to prepare the necessary resolutions, plans and documents for the creation of the Urban Renewal Plan for the Singing River Mall Urban Renewal Project, it is in the best interest of the City to authorize the law firm of Butler Snow LLP, Ridgeland, Mississippi, to prepare and distribute such resolutions, plans and documents necessary in order to create an Urban Renewal Plan for the Singing River Mall Urban Renewal Project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. The Governing Body hereby declares its intention to create an Urban Renewal Plan for the Singing River Mall Urban Renewal Project.

SECTION 2. The Governing Body herein employs the law firm of Butler Snow LLP, Ridgeland, Mississippi, and authorizes it to prepare the necessary resolutions, plans and documents for the creation of the Urban Renewal Plan pursuant to the Urban Renewal Act.

SECTION 3. The terms of employment are set forth in the engagement letter (the "Engagement Letter") attached hereto as **EXHIBIT A**. All provisions of the Engagement Letter, when executed as hereinafter authorized, shall be incorporated herein, and shall be deemed to be part of this resolution fully and to the same extent as if separately set out verbatim herein. The

form of the Engagement Letter and the execution thereof by the Mayor or City Manager of the City is hereby approved and authorized.

SECTION 4. The Mayor, City Manager and City Clerk are hereby authorized to execute and deliver any and all other documents related to the creation of the Urban Renewal Plan.

Councilwoman Martin made the motion to adopt the foregoing resolution, **Councilman George** seconded the motion and the question being put to a roll call vote, the result was as follows:

Mayor Phil Torjusen	voted: <u>AYE</u>
Councilwoman Mary Martin	voted: <u>AYE</u>
Councilman Cameron B. George	voted: <u>AYE</u>
Councilman Richard “DJ” Jackson	voted: <u>AYE</u>
Councilman Casey Vaughan	voted: <u>AYE</u>
Councilman Charles “Rusty” Anderson	voted: <u>AYE</u>
Councilman Adam Colledge	voted: <u>AYE</u>

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted, on this the 6th day of March, 2018.

MAYOR

ATTEST:

DEPUTY CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 6, 2018.

(SEAL)

**CITY OF GAUTIER
MEMORANDUM**

To: City Council
From: Paula Yancey, City Manager
Date: 2/28/18
Subject: Urban Renewal Plan

REQUEST:

The City Manager requests the City Council approve a resolution to employ Butler Snow, LLP in connection with the preparation and drafting of an urban renewal plan for the Singing River Mall Urban Renewal Project.

BACKGROUND:

The Urban Renewal statute provides additional avenues for economic development incentives and provides the City a wide range of options and authority. This will not obligate the City to anything, but will make these incentives more readily available in attracting economic development to our area, including our mall and Town Green area.

DISCUSSION:

The Urban Renewal Plan will create an urban renewal district which will foster development, redevelopment and restoration in the affected areas. Under the Urban Renewal Act, an Urban Renewal Plan must first be developed and created for the purposes of facilitating the advancement of the Singing River Mall Urban Renewal Project. In order to prepare the necessary resolutions, plans and documents for the creation of the Urban Renewal Plan for the Singing River Mall Urban Renewal Project, it is in the best interest of the City to authorize the law firm of Butler Snow LLP to prepare and distribute such resolutions, plans and documents necessary in order to create an Urban Renewal Plan for the Singing River Mall Urban Renewal Project.

RECOMMENDATION:

The City Manager recommends that we take these steps in order to allow the City to better attract economic development in what is a very competitive market.

The Council may:

1. Approve the resolution allowing Butler Snow to begin work authorized under the Urban Renewal Act; or
2. Not approve the resolution allowing Butler Snow to begin work authorized under the Urban Renewal Act.

EXHIBIT A
FORM OF ENGAGEMENT LETTER

March 6, 2018

Mayor & City Council
City of Gautier
3330 US-90
Gautier, MS 39553

Re: City of Gautier, Mississippi, Urban Renewal Plan (Singing River Mall Project)

Ladies and Gentlemen:

On behalf of the firm, I want to thank you for selecting Butler Snow LLP to provide the City of Gautier, Mississippi ("City") with certain special legal advice and services. Specifically, you have informed us that the City desires Butler Snow LLP to prepare an urban renewal plan in connection with the City's efforts to develop, redevelop and restore the Singing River Mall and related areas (the "Singing River Mall Urban Renewal Project"). The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as special counsel to the City in connection with that project.

SCOPE OF ENGAGEMENT

In connection with this engagement, we expect to perform the following duties:

1. Review and provide legal analysis and drafting of the proposed urban renewal plan that encompasses the Singing River Mall Urban Renewal Project boundaries and development (the "Plan"); and
2. Advise the City regarding all other legal requirements necessary and appropriate concerning the Plan, and assisting in the presentation of the Plan at a meeting of the City; and
3. Prepare and review the notices and resolutions to be presented to the City for review and approval of the Plan.

During the course of this engagement, we will rely on you to provide us with complete and timely information and data pertaining to the Singing River Mall Urban Renewal Project relevant and necessary for inclusion in the Plan, including existing and projected demographic, economic, ad valorem and sales tax revenue data, and current and existing development and redevelopment proposals. We understand that you will direct members of your staff and other employees of the City to cooperate with us in this regard.

*Post Office Box 6010
Ridgeland, MS 39158-6010*

J. TROY JOHNSTON
601.985.4419
Troy.Johnston@butlersnow.com

*Suite 1400
1020 Highland Colony Park
Ridgeland, Mississippi 39157*

T 601.948.5711 • F 601.985.4500 • www.butlersnow.com

BUTLER SNOW LLP

Our duties in this engagement are limited to those expressly set forth above.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We assume that any other parties related to this matter will retain such counsel, as they deem necessary and appropriate to represent their interest in this transaction. Our services are limited to those contracted for in this letter, and the City's execution of this engagement letter will constitute an acknowledgment of those limitations.

PROSPECTIVE CONSENT

As you are aware, Butler Snow represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions with the City. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the Singing River Mall Urban Renewal Project. We do not believe that such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the Singing River Mall Urban Renewal Project so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the Singing River Mall Urban Renewal Project. Execution of this letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

FEES

Based upon our current understanding of the duties we will undertake pursuant to this engagement letter; the time we anticipate devoting to it; and the responsibilities we will assume in connection therewith, our fee will be on an hourly basis (0.1 hour increments), plus expenses, billed monthly, with payment due within 30 days of your receipt of our bill. The primary attorneys who will handle this matter are Troy Johnston and Parker Berry, whose hourly rates are \$395 and \$255, respectively. We agree that our fee will not exceed a total aggregate of \$15,000. Our expenses for this engagement include items such as travel costs, deliveries, copies, transcripts, telephone charges, filing fees, computer-assisted research and other expenses (see enclosure for standard charges for expenses).

RECORDS

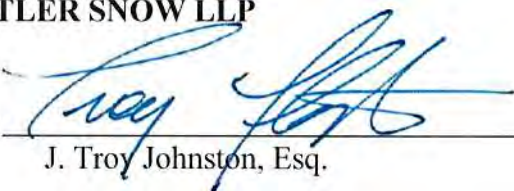
At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retain by us after the termination of this engagement.

Mayor & City Council
City of Gautier
March 6, 2018
Page 3

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

BUTLER SNOW LLP

By: _____


J. Troy Johnston, Esq.

*Accepted and approved as authorized by a
resolution of the City Council dated March 6,
2018:*

CITY OF GAUTIER, MISSISSIPPI

BY: _____

Mayor

Dated: _____

BUTLER SNOW LLP
STANDARD BILLING TERMS AND CHARGES FOR EXPENSES
As of January 1, 2018

Butler Snow LLP (the "Firm") will bill clients on a monthly basis for legal services, unless another arrangement is agreed to and approved in writing by the Firm and the Client. The Firm typically sends bills for legal services and expenses via the U.S. Postal Service or by e-mail. Electronic billing services may also be used by specific agreement.

It is our goal that our bills are easy to understand, simple, and reflect appropriate charges for the value our services provided. As such, we do not charge for many incidental costs or routine services. We are continually working to ensure that our bills are clear and understandable. Should you have questions about any aspect of your bill, please contact the Firm as soon as possible so that your concerns may be quickly resolved. The chart below spells out the complete details of our expense charges. Our bills are **due upon receipt** of the bill, unless other arrangements are agreed to in advance.

Any overpayments or duplicate payments the Firm receives that cannot be posted to an outstanding bill ("unapplied payments") will be deposited into the Firm's operating account upon receipt and posted as unapplied cash to the client's account. These unapplied payments will either be applied to a future bill or refunded to the client, whichever is appropriate.

Document Reproduction	No charge for routine reproduction (under 50 pages per day)	
Normal sized documents (up to 11 x 17)	For reproduction in excess of 50 pages per day – Black & White: \$0.10/page Color: \$0.25/page Bates Labeling – Electronic: \$0.05/page Manual: \$0.15/page	
Oversize documents (size in excess of 11 x 17)	Charge for each page – no exclusion Black & white: \$6.00/page Color: \$30.00/page	
Electronic Data Manipulation for reproduction	\$75 per hour	
Document Scanning	No charge for routine scanning (except evidentiary materials) Bulk scanning of evidentiary documents: \$0.06/page <i>(additional charge for document coding)</i>	
Oversize documents (size in excess of 11 x 17)	\$10.00/page	
Wire Transfers	Outgoing: International: \$50/wire Domestic: \$25/wire	
Data/Audio/Visual Duplication & Reproduction	CD/DVD: Portable Media Devices:	\$12.00 for each disc Priced per data storage size
Electronically Stored Information (Litigation Support Services)	Data Filtering/Searching: Data Processing Native: Data Processing Full Tiff: Data Storage:	\$50.00/gb per occurrence \$150.00/gb per occurrence \$200.00/gb per occurrence \$15.00/gb per month
Computerized Legal Research	No charge for basic research. \$35/search for public records, special treatises, briefs, motions and expert directory databases. Specialized research at actual cost with prior client approval.	
Electronic retrieval of Court documents	\$0.40 / document	
Fax and Long Distance Phone	No charge for calls or Fax transmissions within the U.S. Non-domestic and conference calls charged at actual cost.	
Travel (personal vehicle)	Current Standard Mileage Rate as allowed by the IRS	
Messenger Delivery and Service of Subpoenas or Summons	Deliveries under 10 miles one way- No charge ; 10-25 miles one way - \$30.00 ; over 25 miles one way - \$10.00/hour plus mileage ; Service of Subpoenas/Summons - \$35.00 plus delivery.	
Overnight Package Delivery	Charged at actual cost per package	
Postage	No charge for routine postage (under \$25 per day) Bulk mailing postage: at actual cost	

**NOTICE TO CLIENTS OF BUTLER SNOW'S
RECORD RETENTION & DESTRUCTION POLICY FOR CLIENT FILES**

Butler Snow maintains its client files electronically. Ordinarily, we do not keep separate paper files. We will scan documents you or others send to us related to your matter to our electronic file for that matter and will ordinarily retain only the electronic version while your matter is pending. **Unless you instruct us otherwise, once such documents have been scanned to our electronic file, we will destroy all paper documents provided to us.** If you send us original documents that need to be maintained as originals while the matter is pending, we ordinarily will scan those to our client file and return the originals to you for safekeeping. Alternatively, you may request that we maintain such originals while the matter is pending. If we agree to do that, we will make appropriate arrangements to maintain those original documents while the matter is pending.

At all times, records and documents in our possession relating to your representation are subject to Butler Snow's Record Retention and Destruction Policy for Client Files. Compliance with this policy is necessary to fulfill the firm's legal and ethical duties and obligations, and to ensure that information and data relating to you and the legal services we provide are maintained in strict confidence at all times during and after the engagement. All client matter files are subject to these policies and procedures.

At your request, at any time during the representation, you may access or receive copies of any records or documents in our possession relating to the legal services being provided to you, excluding certain firm business or accounting records. We reserve the right to retain originals or copies of any such records or documents as needed during the course of the representation.

Unless you instruct us otherwise, once our work on this matter is completed, we will designate your file as a closed file on our system and will apply our document retention policy then in effect to the materials in your closed files. At that time, we ordinarily will return to you any original documents we have maintained in accordance with the preceding paragraph while the matter was pending. Otherwise, we will retain the closed file materials for our benefit and subject to our own policies and procedures concerning file retention and destruction. Accordingly, if you desire copies of any documents (including correspondence, e-mails, pleadings, contracts, agreements, etc.) related to this matter or generated while it was pending, you should request such copies at the time our work on this matter is completed.

You will be notified and given the opportunity to identify and request copies of such items you would like to have sent to you or someone else designated by you. You will have 30 days from the date our notification is sent to you to advise us of any items you would like to receive. You will be billed for the expense of assimilating, copying and transmitting such records. We reserve the right to retain copies of any such items as we deem appropriate or necessary for our use. Any non-public information, records or documents retained by Butler Snow and its employees will be kept confidential in accordance with applicable rules of professional responsibility.

Any file records and documents or other items not requested within 30 days will become subject to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files and will

be subject to final disposition by Butler Snow at its sole discretion. Pursuant to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files, all unnecessary or extraneous items, records or documents may be removed from the file and destroyed. The remainder of the file will be prepared for closing and placed in storage or archived. It will be retained for the period of time established by the policy for files related to this practice area, after which it will be completely destroyed. This includes all records and documents, regardless of format.

While we will use our best efforts to maintain confidentiality and security over all file records and documents placed in storage or archived, to the extent allowed by applicable law, Butler Snow specifically disclaims any responsibility for claimed damages or liability arising from damage or destruction to such records and documents, whether caused by accident; natural disasters such as flood, fire, or wind damage; terrorist attacks; equipment failures; breaches of Butler Snow's network security; or the negligence of third-party providers engaged by our firm to store and retrieve records.

Councilwoman Martin made the motion to authorize sending a letter supporting the Southern Rail Commission's plan to restore passenger rail service along Mississippi's Gulf Coast, as presented. **Councilman Anderson** seconded the motion and the following vote was recorded:

AYES: **Phil Torjusen**
 Mary Martin
 Cameron George
 Richard Jackson
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

DEPUTY CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 6, 2018.



OFFICERS

Gregory B. White
Chairman

John Spain
Vice-Chairman

Knox Ross
Secretary-Treasurer

COMMISSIONERS

ALABAMA
Gov. Kay Ivey
Jerry Gehman
Governor's Designee

Claire H. Austin
Corbett Bennington
Larry Watts
Gregory B. White

LOUISIANA
Gov. John Bel
Edwards
Tommy Clark
Governor's Designee

Rep. Stephen Carter
Rep. Walter Leger,
III
John Spain
D. Jerome Wall, III
Shawn Wilson
Roy Woodruff

MISSISSIPPI
Gov. Phil Bryant
Blake Wilson
Governor's Designee

Ashley Edwards
Kay Kell
Jack Norris
Knox Ross
Patrick Sullivan

Revive Passenger Rail Service on the Gulf Coast

The Gulf Coast has had passenger rail service since 1894. However, since Hurricane Katrina, the region has gone without any passenger rail service and its absence is exacting a price on the communities once served. ***It is time to revive passenger rail service on the Gulf Coast.*** But that cannot be done without you.

Our Ask

Tell Governor Bryant that you are with him and support his effort to revive and restore passenger rail service on the Gulf Coast of Mississippi. ***Sign the Gulf Region delegation letter to Governor Bryant*** expressing your support for him to use a portion of Mississippi's BP oil spill funds to match existing federal dollars that will bring back new, improved, daily passenger rail service between Mobile, AL and New Orleans, with intermittent stops at town centers in ***Bay St. Louis, Gulfport, Biloxi, and Pascagoula.***

Background

After Katrina, ***Senators Roger Wicker and Thad Cochran*** created the Gulf Coast Working Group to determine a path forward for passenger rail service in the region. The group included the ***Federal Railroad Administration (FRA)***, the ***Southern Rail Commission (SRC)***, and elected officials and business leaders from the Gulf. In 2015, the Senators created new federal rail programs with set asides to restore passenger rail service in the Gulf: the ***Consolidated Rail Infrastructure and Safety Improvements (CRISI)*** program and the ***Restoration and Enhancement Grants (REG)*** program. CRISI can fund the capital improvements necessary to restart service and REG can cover most operating expenses for the first three years for the restored service.

FRA announced funding for the ***CRISI*** and the ***REG*** programs. With the consent and support of the Governors of Mississippi, Alabama and Louisiana, SRC will submit a grant application for CRISI and REG funds. The SRC also intends to purchase 2 train sets of 17 cars each from ***Talgo*** in exchange for siting a new railcar maintenance facility in Mississippi, the possibility of a new assembly plant in Mississippi and the creation of nearly 300 new permanent jobs along Mississippi's Gulf Coast.

Costs

- Total Project Infrastructure Costs: \$52.85 million
- Total Cost of Infrastructure Improvements in Mississippi is \$39.4 million
- Mississippi is expected to contribute \$19.7 million **from its BP oil spill fund.**
- Federal government is expected to contribute \$19.7 million through CRISI.
- Mississippi DOT would prioritize their existing federal formula funds to pay for \$2.2 million in required improvements at 15 grade crossings along the coast.

Train sets Option

- Talgo train sets-\$25 million (half the list price)
- Funding option-Federal loan over 30 years through Railroad Rehabilitation & Improvement Financing program (RRIF). Payback cost over 30 years would be between \$38 and \$44 million.

Operating Support

- Mississippi's portion of the operating support for the first year is \$1.82 million. If the maximum REG grant is obtained as expected, Mississippi's portion would decrease to \$222,000.

Benefits

- **Two daily trains** operating during daytime business hours connecting four Gulf communities.
- Links visitors, employees and state residents to Gulf casinos, military bases, historic sites, tourist attractions and colleges.
- Attracts new construction jobs for a maintenance facility and a possible assembly plant plus **nearly 300 full-time, permanent, high wage jobs**
- **Newly renovated center city passenger rail stations** that can incentivize new development

Who will Use it

- Anyone who wants access to the Gulf Coast jobs and tourism sites.
- Businesses or Employees- a new transportation option that repositions the Mississippi Gulf region as a destination and employment center for millennials.
- Residents in search of a faster, reliable transportation option for evacuation.
- Mississippi aging population (In the four Gulf counties, one out of every 7 person is over 65).

Frequently Asked Questions

Q: How long is the right-of-way that will be restored and who owns it?

A: The right-of-way extends from Mobile to New Orleans and includes 85 miles of track and four passenger rail stations within the State of Mississippi. CSX owns the right-of-way and paid for the restoral of the track right-of-way following Hurricane Katrina.

Q: What are the four key capital improvements that need to occur to make restoral of service on the Gulf Coast possible and how much will they cost?

A: 1) Making extensive improvements at Pascagoula Yard, 2) dealing with a complex interlocking at Gulfport station, 3) lengthening a siding east of Ansley and 4) installing a fully signalized passing track near Harbin. Mississippi's total costs for these improvements is \$39.4 million, of which the federal government is expected to contribute \$19.7 million and the State of Mississippi will contribute \$19.7 million from its BP oil spill fund.

Q: Who is Talgo? How were there train sets selected and why aren't there any American-made manufacturers?

A: Talgo is a Spanish national company doing business in the United States. They work closely with Amtrak in the Pacific Northwest. SRC selected the trainsets because Talgo has an outstanding safety service record with Amtrak, the trainsets were immediately available, and they were a good value (.50 cents on the dollar). While rail cars are produced in the United States, none of the manufacturers are U.S.-based. Most are European or Asian owned companies doing business in the United States.

Q: How many jobs will the Talgo arrangement expect to generate?

A: Talgo estimates there will be 95 new, permanent jobs created and sustained at its newly opened Mississippi rail maintenance facility and another 200 permanent jobs created and sustained at a future assembly plant. These jobs are in addition to seasonal and temporary construction jobs associated with these sites or any new employees hired by suppliers or other service industries associated with the project.

Q: When would construction begin and when would the first train be put into service?

A: Rail service would be initially restored between New Orleans and Mobile with a two trains a day service. Based upon ridership demand, the possibility for additional trains is possible. Construction could begin shortly after the FRA awards its CRISI and REG grants in the early spring of 2019. Initial rail service would likely begin in the following year.

Q: What cities would be served by new passenger rail service?

A: Four Mississippi cities would be served and each would have newly renovated rail station in the center cities that will also be anchors for other development. These cities include: 1) Biloxi, 2) Pascagoula, 3) Gulfport and 4) Bay St. Louis.

Q: Who is paying for the new rail stations?

A: SRC has already distributed funding for four newly renovated rail stations: \$252,000 to Biloxi, \$659,543 to Pascagoula, \$190,000 to Gulfport and \$55,000 to Bay St. Louis for station improvements. The cities have committed to match these funds. The scope of work for each station has been submitted to the FRA. As soon as these scopes are approved by FRA, construction is ready to begin. Construction will take about 18-months.

Q: How much will the new trainsets cost, how will they be paid for and where did they come from?

A: The new trainsets currently cost \$25 million, which is half of the normal price. The price includes 2 trainsets, which have 17 cars each, by Talgo. The trainsets were previously manufactured for the State of Wisconsin's regional service to Chicago but the order was cancelled following a political change in the Governor's office. Currently, the SRC envisions the trainsets would be financed through a loan from the federal government that would be paid back over 30 years via the **Railroad Rehabilitation & Improvement Financing program (RRIF)**. The cost to pay back the loan over 30 years would be between \$38 and \$44 million.

Q: Is there a way to see what these Talgo train sets look like?

A: Yes, you can see a photo of the Talgo exterior [here](#) and the interior [here](#). In addition, you can read more about the specific model [here](#).

Q: How much money is the State of Alabama and the State of Louisiana ponying up to restore this service?

A: Louisiana has committed \$6.52 million to build a bypass at Gentilly Yard east of New Orleans. This bypass is necessary for the train to run. Alabama is committing three million dollars to leverage another \$3 million from the CRISI program for improvements near Mobile.

Q: When will the Governor make an announcement about his support for the restoral of service, will it be public and will I be able to participate?

A: The Governor will make a public announcement about his support for service restoral and his plan to help finance it after he hears from you. Governor Bryant wants to hear from all of the members of the Mississippi State Legislature who represent the Gulf region. The Talgo train sets would be at the Governor's announcement.

Q: Who are the members of the Gulf Coast Working Group and the Southern Rail Commission?

A: The Working Group members include:

The Federal Railroad Administration
States of Mississippi, Alabama and Louisiana
The Southern Rail Commission

The members of the Gulf Coast Working Group (created in the FAST Act by Senators Thad Cochran and Roger Wickers) from Mississippi are:

Josh Stubbs-Mississippi Department of Transportation
Paula Faiconnetue-City of Bay St. Louis
Cliff Kirkland-City of Biloxi
Billy Hewes-City of Gulfport
Rebecca Kadjan-City of Gulfport
Harry Blevins-City of Pascagoula
Elaine Wilkinson-Gulfport Regional Planning Commission
Knox Ross-SRC
Ashley Edwards-SRC

The members of the Southern Rail Commission (Only interstate rail compact created by Congress thanks to the leadership of Senators Trent Lott and Thad Cochran) from Mississippi are:

Ashley Edwards (MS)
Kay Kell (MS)
Jack Norris (MS)
Knox Ross (MS) Vice-Chairman of SRC.
Patrick Sullivan (MS)
Blake Wilson (MS)

February 16th 2018

The Honorable Phil Bryant
Governor
State of Mississippi
P.O. Box 139
Jackson, MS 39205

Dear Governor Bryant:

As the Senators and Representatives from Mississippi's Gulf Coast, we are writing in strong support of restoring passenger rail service along the Coast, servicing the cities of Biloxi, Pascagoula, Gulfport and Bay St. Louis with terminus in New Orleans and Mobile. Eighty-five miles of this route would cross Mississippi, providing new jobs, economic development opportunities, improved connections for residents and additional travel options for tourists.

To restore this service, we support the Southern Rail Commission's (SRC) plan to apply for \$19.7 million from the federal Consolidated Rail Infrastructure and Safety Improvements (CRISI) program to complete the necessary capital improvements in Mississippi to restore passenger service in the region. As part of the federal grant, Mississippi would use \$19.7 million in state funds from the BP oil spill fund as a match to the federal dollars. Similarly, we support SRC's plan to pursue Restoration and Enhancement Grants from the federal government to cover the initial operating costs of the passenger rail service once restored.

Passenger rail service was suspended along the Gulf Coast following Hurricane Katrina in 2005. Since then, the communities we represent have been eager to restore the lost service. As an example, Amtrak, in partnership with the SRC, ran an inspection train along the route in February 2016. Thousands of residents showed up to show support for restoring service. We were pleased that you were able to join the Mayors of Biloxi, Pascagoula, Gulfport and Bay St. Louis for the ride and to witness the community's support for this project first-hand. The SRC has been working with these communities to identify the infrastructure improvements necessary to restore service and the financing necessary to make it happen.

The federally chartered Gulf Coast Working Group [GCWG], consisting of the Federal Railroad Administration (FRA), Amtrak, the SRC, railroad carriers, and State and local governments evaluated all options for restoring passenger rail service along the Gulf Coast. The GCWG final report, released on July 17, 2017, identified two preferred options. The first option identified was a daily business train between New Orleans, Louisiana to Mobile, Alabama that links Mississippi coastal cities. The second option was as a daily, long-distance route linking New Orleans, Louisiana to Orlando, Florida that would run through Mississippi's coastal cities. The report identified the capital costs and operating costs to restore both services and potential sources of federal funding to cover these costs.

The first segment that would be restored would be New Orleans to Mobile. Four key capital improvements in Mississippi are needed to implement a viable service. The total cost of these improvements is estimated to be \$39.43 million, with Mississippi contributing \$19.7 million of the cost and the other \$19.7 million coming through the federal CRISI program. With the support and leadership of Mississippi's United States Senators Thad Cochran and Roger Wicker, \$68 million has been appropriated for CRISI, with a portion of the funds intended to help restore passenger rail service to the Gulf region.

In addition, we support Mississippi purchasing two state of the art train sets to operate the service at a cost of \$25 million because it's a great economic development opportunity and the purchase would facilitate an expeditious restoration of service. One funding option that has been identified to purchase the train sets is pursuing a loan from the federal Railroad Rehabilitation and Improvement Financing program (RRIF). The cost of paying back the loan over 30 years is projected between \$38 and \$44 million. The SRC has inspected the trains and found them to be of high quality and believes they are offered for sale at an unusually reasonable price.

Talgo, the train set's manufacturer, has promised to put a maintenance facility in the state that chooses to buy the trains. They will further commit to an assembly plant in the state that purchases the train sets when there are further new Talgo orders from the U.S. In addition to the construction jobs created by building the maintenance facility, Talgo estimates that 95 jobs will be created and sustained every year to maintain the trains and the next order of Talgo trainsets will create 200 manufacturing jobs at the new assembly plant. Therefore, by purchasing these train sets, Mississippi could get up to 300 high quality jobs and help continue the economic recovery of the Gulf Coast region.

For these reasons, we write in strong support of the SRC proposal to secure the financing needed to make the necessary capital improvements and purchase trains to restore passenger rail service along Mississippi's Gulf Coast.

Sincerely,

Councilwoman Martin made the motion to authorize the City to enter into a professional services agreement with Goodwyn Mill and Cawood, Inc. for work associated with the Shepard State Park Log Cabin Welcome Center, Phase II, in an amount not to exceed \$8,000.00, as presented. Councilman Colledge seconded the motion.

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

ORDER NUMBER 045-2018

WHEREAS, Phase I of the Shepard State Park Historic Log Cabin Welcome Center project is complete; and

WHEREAS, this work is for architectural services related to Phase II of the stabilization and renovation work. Architect Chris Lunsford will be assigned to the project, and Mississippi Gulf Coast National Heritage Area grant funds will cover the cost of this contract; and

WHEREAS, the scope of work includes stairs, landings, guards, handrails, concrete ramp, wall construction and repairs, roof repairs, gutters and downspouts, insulation, sealant, exterior doors, windows, and electrical rough-in. A future third phase will complete interior renovations;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the professional services agreement with Goodwyn Mills and Cawood, Inc. for work associated with the Shepard State Park Log Cabin Welcome Center, Phase II, in an amount not to exceed \$8,000.00 is hereby authorized.

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: **Phil Torjusen**
 Mary Martin
 Cameron George
 Richard Jackson
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

DEPUTY CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 6, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 02/27/2018
Subject: Shepard State Park Log Cabin Welcome Center, Phase II – Professional Services Agreement with Goodwyn Mills Cawood

REQUEST:

The Grants and Projects Department requests City Council authorization to enter into a professional services agreement with Goodwyn Mills Cawood for work associated with the Shepard State Park Log Cabin Welcome Center, Phase II, in an amount not to exceed \$8,000.

BACKGROUND:

Phase I of the Shepard State Park Historic Log Cabin Welcome Center project is complete. The work in the phase included disassembly, transportation, and reassembly of the log cabin at the entrance of Shepard State Park, a new foundation for the structure, a new parking lot, sidewalks, RV dump station, etc.

DISCUSSION:

This work is for architectural services related to Phase II of the stabilization and renovation work. Architect Chris Lunsford will be assigned to the project, and Mississippi Gulf Coast National Heritage Area grant funds will cover the cost of this contract. The scope of work includes stairs, landings, guards, handrails, concrete ramp, wall construction and repairs, roof repairs, gutters and downspouts, insulation, sealant, exterior doors, windows, and electrical rough-in. A future third phase will complete interior renovations.

RECOMMENDATION:

The Grants and Projects Administrator recommends that City Council authorize entering into a professional services agreement with Goodwyn Mills Cawood for work associated with the Shepard State Park Log Cabin Welcome Center, Phase II, in an amount not to exceed \$8,000.

The City Council may:

- 1) Approve entering into a professional services agreement with Goodwyn Mills Cawood for work associated with the Shepard State Park Log Cabin Welcome Center, Phase II, as presented; or
- 2) Not approve entering into a professional services agreement with Goodwyn Mills Cawood for work associated with the Shepard State Park Log Cabin Welcome Center, Phase II, as presented.

ATTACHMENTS:

1. GMC Proposal



Goodwyn Mills Cawood

11 North Water Street
Suite 15250
Mobile, AL 36602

T (251) 460-4006
F (251) 460-4423

www.gmcnetwork.com

February 19, 2018

Ms. April Havens
Grants and Projects Director
City of Gautier
3330 Highway 90
Gautier, MS 39553

RE: Shepard Park Welcome Center (Phase II)

April,

Goodwyn Mills and Cawood (GMC) sincerely appreciate the opportunity to present this proposal to provide Architectural services for phase II of your welcome center for Shepard Park.

PROJECT SCOPE:

The City of Gautier intends to provide general access as well as weathering upgrades to the log cabin located at the entrance to Shepard State Park Campground. The scope of work for this phase includes the construction of new wood stairs, landings, guards and handrails for access to the north and south entrances to the log cabin. A new concrete ramp with landings, guards and handrails will be constructed on the west side of the log cabin for accessibility. Wall construction to repair the north façade and new siding will seal the north façade from weather. Roof replacement at the north of the log cabin and new gutters and downspouts will seal the roof system from weather. Foam insulation at the underside of the ground floor as well as foam insulation and sealant at exterior corners and at door and window openings will seal the exterior envelope. Exterior door and window repairs, including a new door frame at the north façade will seal the openings in the exterior envelope. Electrical rough-in will complete the scope of work for this phase.

GMC SCOPE OF WORK:

A/E services for the above referenced project shall include the following detailed scope of work:

Architecture:

- a. Code Review and analysis including ADA design guidelines
- b. As-built documentation will consist of existing photos and plan and façade notes.
- c. Architectural Drawings including plans, details of building components, and systems. Details of building components will consist of existing photos with descriptions of the scope of work at each photo.
- d. Project specifications will be limited to bidding and general requirements.
- e. Opinion of cost of construction.
- f. Submit set of Construction Documents to authorities having jurisdiction for plan review.

Structural Engineering:

- a. Evaluation of existing load path and structural components.
- b. Structural design drawings and specifications including concrete ramp and landings & wood stairs and landings framing.
- c. Foundation design for concrete ramp and landings and wood stair columns
- d. Response to RFI's and shop drawing review

Electrical Engineering:



- a. Rough-in only including penetrations through the floor and conduits up to ceiling area for future power and lighting work (*phase III*).
- f. Electrical specifications as needed.

Bidding and Construction Administration Services:

- a. Respond to Contractor RFI's
- b. Review shop drawings and submittals
- c. Review and contractor pay applications
- d. Site visits and observation reports will be limited to once a month and conducted in conjunction with the contractor pay application. Site visit and report will be to verify construction is in general compliance with plans and specifications and the requested payment is acceptable. Site visits are additional services as described below.

PROFESSIONAL SERVICES FEE, EXPENSES, & DELIVERABLES SCHEDULE:

The fees listed below include (1) initial site visit to verify as built conditions from the Architect, a site visit at time of substantial completion and a site visit at time of final completion.

Architecture	\$6,000.00
Structural:	\$1,500.00
Electrical	\$500.00
<u>Total A/E Design Services</u>	<u>\$8,000.00</u>

PROFESSIONAL SERVICES FEE BREAKDOWN

Our Lump Sum Fee will be billed as follows:

Construction Documents 75%	\$6,000.00
Upon Completion of Plan Review Comments 12.5%	\$1,000.00
Submittal Review & Response to RFI's 12.5%	\$1,000.00
<u>Total Fee 100%</u>	<u>\$8,000.00</u>

SCHEDULE:

Design services should take approximately 45 days to complete construction documents (drawings and specifications) (subject to City of Gautier desired time frame, final scope of work and plan review times required) from the issuance of a Notice to Proceed or Signed Contract.

ADDITIONAL SERVICES:

The following items are not included in the Basic Design Services, as they are either not a requirement of the project scope, customarily provided by the Owner, or provided by a specialty consultant. GM&C would gladly provide you with cost and fee proposal for any of these services and add them to our fee proposal if requested.

- As-built drawings.
- Surveying
- Geotechnical Services
- Mechanical Engineering Design
- Civil Engineering Design
- Landscape Design
- Material Testing
- Special Inspections
- Environmental Assessments
- Environmental / Hazardous material surveys
- Telecommunications design
- Parking lot lighting design
- FFE design and coordination



- Building commissioning
- Conformed drawings
- Full-time, on site construction representation
- Computer generated color rendering(s)
- Security system design
- Exterior Signage

Additional services will be billed at our standard hourly rates upon written authorization. See hourly rates as listed below.

HOURLY RATES:

Hourly rates apply to hourly work, or may be utilized for Owner authorized additional services work where approved in advance. The following rate schedule is currently in effect, and is subject to annual adjustments which shall not exceed 10% of the rates scheduled herein

Principal	\$250.00/ hour
Senior Architect, Engineer	\$190.00/ hour
Architect, Engineer, Interior Design II	\$175.00/ hour
Architect, Engineer, Interior Design I	\$150.00/ hour
Architect, Engineer Intern II	\$130.00/ hour
Architect, Engineer Intern I	\$110.00/ hour
CADD Technical III	\$140.00/ hour
CADD Technical II/ Draftsman	\$110.00/ hour
CADD Technical I	\$80.00/ hour
Administrative	\$70.00/ hour

REIMBURSABLE EXPENSES:

Reimbursable Expenses are project related expenses that accrue over the course of design and construction phases of the project. We do not consider telephone charges (including long distance), faxing, scanning, in-house small document copying, costs associated with e-mail correspondence or costs associated with maintaining our CAD/ BIM software and systems as reimbursable expenses. The following expenses are reimbursable, and will be invoiced monthly as incurred at 1.2 times our cost:

- Printing/mounting and material costs including drawings for presentations, meetings, contractor pricing, permitting, and discussion purposes.
- Costs for shipping documents.
- Costs for document review incurred from authorities having jurisdiction.
- Costs to advertise the project for bidding.
- Automobile travel associated with the project and incurred by our employees will be invoiced at \$0.54/ mile.
- Professional renderings or models requested by the Owner.
- The reimbursable expenses of our Consultants.

SUMMARY:

April, we are excited about this opportunity and look forward to working with you. Please feel free to contact me, at your convenience, to discuss any portion of this proposal.

Sincerely,
GOODWYN, MILLS & CAWOOD, INC.

Chris Lunsford, AIA, NCARB

Sr. Project Architect / Project Manager - Architecture

Should the above proposal be acceptable please return a signed copy for our files.

Accepted: _____

Date: _____

Councilman Vaughan made the motion to authorize the award and execute a contract with JE Talley Construction, Inc. for the Emergency Watershed Protection Program Drainage Project in an amount not to exceed \$235,257.60, contingent upon approval from the U.S. Department of Agriculture's Natural Resources Conservation Service, as presented. Councilman Jackson seconded the motion.

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

ORDER NUMBER 046-2018

WHEREAS, the NRCS Emergency Watershed Protection Program was established by Congress to respond to emergencies created by natural disasters; and

WHEREAS, the NRCS Emergency Watershed Protection Program provides grants for drainage projects in municipalities; and

WHEREAS, the City of Gautier was awarded such a grant; and

WHEREAS, the areas approved for drainage work include:

- 1) South of White Wood Drive, from Pine Dale Lane to Rockvale Drive.
- 2) Along the conveyance just east of Shell Landing Boulevard, from Highway 90 south to the railroad tracks.
- 3) Along the conveyance just east of Highway 57, from Highway 90 south to Old Spanish Trail.
- 4) South of Old Shell Landing Road, from near house number 2116 to the end of the road.
- 5) Along the west side of Oxford Drive.
- 6) Along the conveyance just southeast of the intersection of Ladhier Road and Service Road, south to the railroad tracks.
- 7) Along the conveyance east of Johnston Road (behind Thomas Transmission), south to Highway 90.

WHEREAS, the City advertised for bids, which were tabulated and evaluated by the project engineer, Seymour Engineering; and

WHEREAS, upon such receipt of such review, the City hereby finds that the lowest and best bid for the project was submitted by J.E. Talley Construction;

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 award and execute a contract with JE Talley Construction, Inc. for the Emergency Watershed Protection Program Drainage Project in an amount not to exceed \$235,257.60, contingent upon approval from the U.S. Department of Agriculture's Natural Resources Conservation Service.

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 Vaughan**, seconded by **Councilman Jackson** and the following vote was recorded:

AYES: **Phil Torjusen**
 Mary Martin
 Cameron George
 Richard Jackson
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

DEPUTY CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 6, 2018.



NATURAL RESOURCES CONSERVATION SERVICE
GRANT AWARD NUMBER 68-4423-17-222
GAUTIER, JACKSON COUNTY, MISSISSIPPI

CONTRACTOR'S BID TABULATION

Bid Opening: Tuesday, February 27, 2018, at 2:00 P.M. Central Time
Location: Gautier City Hall, 3330 Highway 90, Gautier, MS 39533

Contractor
Address
City, State
Certificate of Responsibility Number

Contractor Address			Engineer's Estimate				Anderson Contracting, LLC 222 Anderson Lane Yazoo City, MS 39194 17107-MC		DRC Emergency Services, LLC 110 Veterans Memorial Blvd. Ste 515 Metairie, LA 70005 16054-MC		ERS, Inc. 4526 Office Park Dr. Ste 2 Jackson, MS 39206 09317-MC		Jack Ferrill's Heavy Equipment 10361 Brown's Road Picayune, MS 39466 19884-MC		J. Bearden Construction, Inc. P.O. Box 180428 Richland, MS 39218 09155-MC		J.E. Talley Construction 1711 Prospect Avenue Pascagoula, MS 39567 20882-MC		K.R. Borries Construction 3300 Oak Street Gautier, MS 39553 06123-SC	
Certificate of Responsibility Number																				
Item No.	Description	Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	
1	Debris and Sediment Removal (All Areas)	12,253	LF	\$ 38.00	\$ 465,614.00	\$ 60.00	\$ 735,180.00	\$ 96.25	\$ 1,179,351.25	\$ 63.00	\$ 771,939.00	\$ 30.00	\$ 367,590.00	\$ 26.52	\$ 324,949.56	\$ 19.20	\$ 235,257.60	\$ 34.69	\$ 425,000.00	
TOTAL BID				\$ 465,614.00		\$ 735,180.00		\$ 1,179,351.25		\$ 771,939.00		\$ 367,590.00		\$ 324,949.56		\$ 235,257.60		\$ 425,000.00		

André Paul Brisset

Certified by: Durlon Reed Bryant, P.E.
Project Engineer, Seymour Engineering



February 28, 2018

Ms. Paula Yancey
City Manager
City of Gautier
3330 Highway 90
Gautier, MS 39533

Re: Acknowledge Receipt of Bids and Recommendation of Award
Natural Resources Conservation Service Debris and Sediment Removal
Grant Award Number 68-4423-17-222

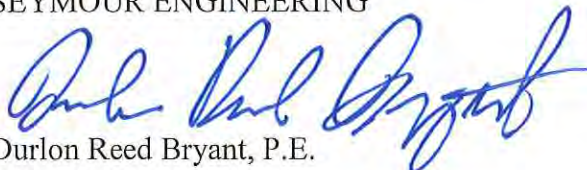
Dear Ms. Yancey,

Please be advised that on Tuesday, February 27, 2018, at 2:00 PM, bids were received for the above referenced project. As you will see from the attached bid tabulation, J.E. Talley Construction, Inc. is the low bidder. As you are aware, the current deadline for completion of this project, as stipulated by the NRCS, is March 12, 2018. With that said, we will request the NRCS to grant a time extension to allow completion of the construction and closeout phases of this project.

Based on this, Seymour Engineering recommends awarding the contract to J.E. Talley Construction, Inc. in the amount of \$235,257.60, contingent on the NRCS granting a project completion time extension.

Should you have any questions or comments, please do not hesitate to call.

Sincerely,
SEYMOUR ENGINEERING



Durlon Reed Bryant, P.E.
Project Engineer

Cc: Ms. April Havens, Grants and Project Administrator

Attachment: Certified Bid Tabulation

SUGGESTED FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN COUNCIL OF ENGINEERING COMPANIES

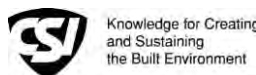
AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General Contractors of America



Construction Specifications Institute



**EJCDC
SUGGESTED FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between CITY OF GAUTIER

(Owner) and J. E. TALLEY CONSTRUCTION, INCORPORATED

(Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**NATURAL RESOURCES CONSERVATION SERVICE
DEBRIS AND SEDIMENT REMOVAL
GRANT AWARD No. 68-4423-17-222**

The work shall consist of furnishing all labor, supervision, materials, plant, tools, equipment, and layout to perform low impact maintenance removal work of debris and related sediment from drainage ways and canals in Gautier, Mississippi. All work shall be completed in strict accordance with the plans and specifications, all federal, state and local regulations and permitted conditions.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

The project consists of removing and disposal of accumulated sediment within the following identified segments of channel as outlined in the plans and specifications;

- Area #1, Area #2, Area #3, Area #4, Area #5, Area #6, and Area #7; totaling 12,253 LF

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by

Seymour Engineering
925 Tommy Munro Drive, Suite G
Biloxi, MS 39532

(Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

1) NATURAL RESOURCES CONSERVATION SERVICE, DEBRIS AND SEDIMENT REMOVAL PROJECT;
All work associated with this site shall be completed within ninety (90) calendar days of Notice to Proceed.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work associated with NATURAL RESOURCES CONSERVATION SERVICE DEBRIS AND SEDIMENT REMOVAL PROJECT will be substantially completed within ninety (90) calendar days after the date when the Contract Time commences to run as provided in Paragraph 2.03 of the General Conditions.

B. The Work shall be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within ninety (90) calendar days after the date when the Contract Times commence to run.

NATURAL RESOURCES CONSERVATION SERVICE, DEBRIS AND SEDIMENT REMOVAL, GRANT AWARD No. 68-4423-17-222, NINETY (90) CONSECUTIVE CALENDAR DAYS AFTER THE DATE OF ISSUANCE OF THE "NOTICE TO PROCEED".

4.03 Liquidated Damages - "LIQUIDATED DAMAGES IN THE SUM OF \$300.00 FOR EACH CONSECUTIVE CALENDAR DAY PER TIME PERIOD NOTED THEREAFTER SHALL BE ASSESSED."

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$300.00 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$300.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Work other than Unit Price Work, a Lump Sum of: **N/A**

<u>Two Hundred and Thirty-Five Thousand, Two Hundred and Fifty-Seven Dollars, and Sixty Cents</u>	<u>235,257.60</u>
(words)	(numerals)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.B:

Estimated quantities in the Bid Documents are not guaranteed. It is the Contractor's sole responsibility to perform the necessary field investigation and evaluation for determining the actual site conditions and projection of quantities as per details outlined within the plans and specifications. Additionally, there will be no increase in price or bid given to the Contractor due to ANY variation from the estimated quantities and actual quantities to complete the required work.

~~As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.~~

C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment within thirty (30) days provided that the Contractor has submitted it in sufficient time to be placed on the next regular monthly claims docket during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

"The Owner will retain 10% of the amount of each estimate until final completion of the project."

~~1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:~~

~~a. 90% percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and~~

~~2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95% percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.~~

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 0 percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work. Additionally, Contractor has performed their own field investigation to verify existing conditions, channel depths, proposed cross section and assessed their anticipated dredge quantities to complete the required work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents. Furthermore, Contractor has performed their own field investigation to verify existing conditions, channel depths, proposed cross sections and assessed their anticipated dredge quantities to complete the required work.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

K. The Contractor will name Seymour Engineering and The City of Gautier, MS as additional insured on all general liability insurance provided by this Contractor to complete the scope of work in this Agreement. Contractor shall provide a Waiver of Subrogation to Seymour Engineering and The City of Gautier in respect to workers compensation.

L. The Contractor has no current litigation with the Owner.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 8, inclusive).
2. Performance bond (pages 1 to 3, inclusive).
3. Payment bond (pages 1 to 3, inclusive).
4. Other bonds (pages ____ to ____, inclusive).
 - a. ____ (pages ____ to ____, inclusive).
 - b. ____ (pages ____ to ____, inclusive).
 - c. ____ (pages ____ to ____, inclusive).
5. General Conditions (pages 1 to 44, inclusive).
6. Supplementary Conditions (pages 1 to 14, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings consisting of 20 sheets with each sheet bearing the following general title: NATURAL RESOURCES CONSERVATION SERVICE, DEBRIS AND SEDIMENT REMOVAL, CITY OF GAUTIER, MISSISSIPPI [or] the Drawings listed on attached sheet index.
9. Addenda (numbers ____ to ____, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 17, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages ____ to ____, inclusive).
 - c. ____.
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 to 1, inclusive).
 - b. Work Change Directives.
 - c. Change Order(s).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract Documents.

10.03 Successors and Assigns

A. Owner to the extent allowed by law and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Other Provisions – N/A

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____, 2018 (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

THE CITY OF GAUTIER, MISSISSIPPI

By: _____

By: _____

Title: _____
CITY MANAGER

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

THE CITY OF GAUTIER, MISSISSIPPI

3330 HIGHWAY 90

GAUTIER, MISSISSIPPI 39553

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

License No.: _____

(Where applicable)

Agent for service or process: _____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Councilwoman Martin made the motion to approve the ordinance establishing the Central Business District for the City of Gautier, as presented. Councilman George seconded the motion.

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

ORDINANCE NUMBER 244-2018

AN ORDINANCE TO ESTABLISH THE CENTRAL BUSINESS DISTRICT FOR THE CITY OF GAUTIER, MISSISSIPPI

WHEREAS, Section 17-21-5 of the Mississippi Code of 1972 authorizes Municipal Governing Authorities, in their discretion, to grant exemptions from ad valorem taxation, except ad valorem taxation for school district purposes, for new structures, or improvements to or renovations of existing structures located in the designated Central Business District of the municipality, for a period of not more than seven years from the date of completion of the new structure or the improvement to or renovation of the existing structure for which the exemption is granted; and

WHEREAS, given the nature of the various commercial corridors within the City and the City Council's desire to make available certain tax exemptions to developers of commercial enterprises within those corridors, it is necessary to define the Central Business District; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GAUTIER AS FOLLOWS:

SECTION 1. AUTHORITY.

The authority for enactment of this ordinance is Section 17-21-5 of the Mississippi Code of 1972 authorizes Municipal Governing Authorities.

SECTION 2. ESTABLISHMENT AND DESCRIPTION OF THE CENTRAL BUSINESS DISTRICT

- (a) The Central Business District of the City of Gautier is hereby established, designated and described as follows:

The rights-of-way and all parcels lying in whole or in part within four hundred fifty (450) feet of each side of the rights-of-way of any road designated as a principal or minor arterial in accordance with the Comprehensive Plan.

- (b) A map reflecting the Central Business District shall be maintained in the Planning Department for citizen review.

SECTION 3. CODIFICATION.

This ordinance shall not be codified.

SECTION 4. EFFECTIVE DATE.

This ordinance shall take effect as provided by law.

Thereupon, upon motion duly made by **Councilwoman Martin**, seconded by **Councilman George** to adopt the foregoing ordinance and received the following votes:

AYES: **Phil Torjusen**
 Mary Martin
 Cameron George
 Richard Jackson
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

Thereupon, the Mayor declared said Ordinance approved, passed and adopted on this the 6th day of **March, 2018**.

Phil Torjusen, Mayor

Attest: _____
 Tricia L. Thigpen,
 Deputy City Clerk

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 6, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: City Council
From: Paula Yancey, City Manager
Date: March 1, 2018
Subject: Creation of a Central Business District

REQUEST:

The City Manager requests that the City Council adopt an ordinance to establish a Central Business District.

BACKGROUND:

Section 17-21-5 of the Mississippi Code of 1972 authorizes Municipal Governing Authorities, in their discretion, to grant exemptions from ad valorem taxation, except ad valorem taxation for school district purposes, for new structures, or improvements to or renovations of existing structures located in the designated Central Business District of the municipality, for a period of not more than seven years from the date of completion of the new structure or the improvement to or renovation of the existing structure for which the exemption is granted. In order to make available certain tax exemptions to developers of commercial enterprises within those corridors, it is necessary to define the Central Business District by ordinance.

Following discussions with the Planning Department, it was determined that the most logical and appropriate location for the Central Business District includes rights-of-way and all parcels lying in whole or in part within four hundred fifty (450) feet of each side of the rights-of-way of any road designated as a principal or minor arterial in accordance with the Comprehensive Plan.

RECOMMENDATION:

The City Manager recommends that the City Council adopt an ordinance to establish a Central Business District.

The City Council may:

- 1) Approve the ordinance as presented; or
- 2) Approve the ordinance with amendments; or
- 3) Not approve the ordinance.

ATTACHMENT(S):

Ordinance to Establish Central Business District
Map of Central Business District

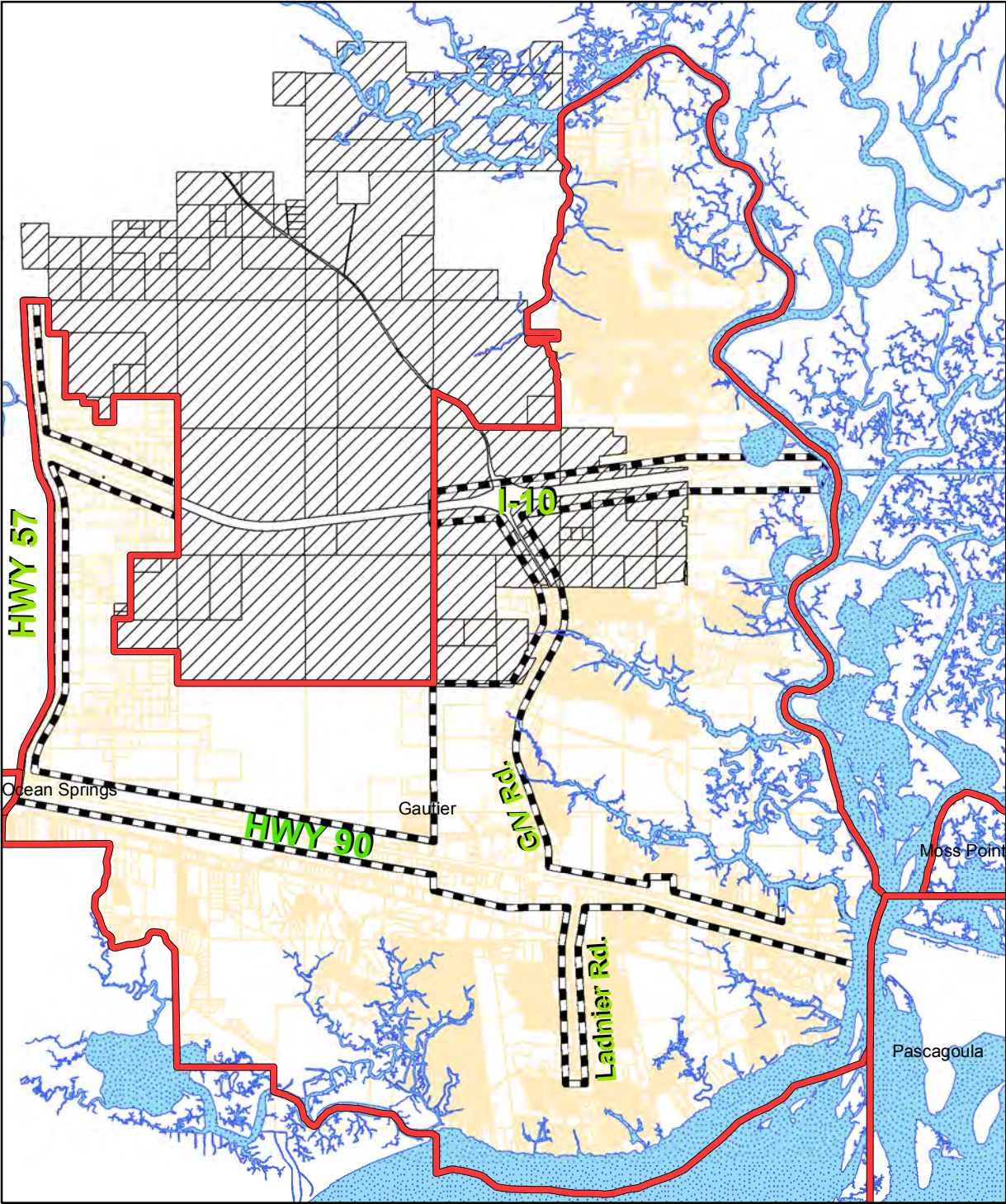
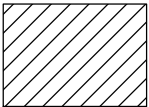
The City of Gautier

Business District Map

Business District

City Limits

Sandhill Crane



Councilwoman Martin made the motion to approve the order establishing tax exemption policy for the Central Business District of the City of Gautier, as presented. Councilman Vaughan seconded the motion.

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

ORDER NUMBER 048-2018

**ORDER ESTABLISHING TAX EXEMPTION POLICY FOR THE
CENTRAL BUSINESS DISTRICT OF THE CITY OF GAUTIER**

WHEREAS, Section 17-21-5 of the Mississippi Code of 1972 authorizes Municipal Governing Authorities, in their discretion, to grant exemptions from ad valorem taxation, except ad valorem taxation for school district purposes, for new structures, or improvements to or renovations of existing structures located in the designated Central Business District of the municipality, for a period of not more than seven years from the date of completion of the new structure or the improvement to or renovation of the existing structure for which the exemption is granted; and

WHEREAS, the City Council wishes to stimulate private investment and promote business by providing for a Tax Exemption Policy by partially exempting from municipal ad valorem taxes, excluding ad valorem taxes for school district purposes, for a period of not more than seven years, new structures, and renovations of and improvements to existing structures lying within the Central Business District as designated by the City Council; and

WHEREAS, a certain area of the City of Gautier has been designated as the Central Business District by the City Council; and

WHEREAS, it is the intent and desire of the City Council to promote business, commerce and appropriate industry within the Central Business District:

**IT IS NOW, THEREFORE, ORDERED THAT THE FOLLOWING CONSTITUTES THE
POLICY OF THE CITY OF GAUTIER WITH RESPECT TO THE GRANTING OF SUCH
EXEMPTIONS.**

SECTION 1. TITLE

The contents of this order shall be referred to as the “Central Business District Tax Exemption Policy”.

SECTION 2. PURPOSE

There is hereby established a Tax Exemption Policy within those areas of the City of Gautier designated by the City Council as the Central Business District, the application of which shall be pursuant to the requirements of this order.

SECTION 3. GENERAL

The City Council may, in its discretion, exempt up to 100% of municipal ad valorem taxes, excluding ad valorem taxes for school purposes, for a period of not more than seven years for new structures, or any renovations of and improvements to, existing structures lying within the area designated as the Central Business District, but only in the event that such structure shall have been constructed, renovated, or improved pursuant to the requirements set forth in this Policy.

For the purpose of this Policy, the Central Business District is defined as follows:

The rights-of-way and all parcels lying in whole or in part within four hundred fifty (450) feet of each side of the rights-of-way of any road designated as a principal or minor arterial in accordance with the Comprehensive Plan.

A map of the Central Business District is attached hereto and incorporated herein as an exhibit.

SECTION 4. PRE-CONSTRUCTION APPLICATION PROCEDURES

Any person seeking a tax exemption pursuant to the provisions of this Policy shall submit an application for tax exemption after submitting their commercial building permit. The exemption applies to the value of the new construction of, or improvements to, a commercial building within the Central Business District. This exemption shall not apply to residential structures with no commercial component, nor shall it apply to residential buildings with a

home occupation permit. The exemption shall not apply to the value of the land or any existing improvements thereon. The applicant shall also meet all requirements of Miss. Code Ann. § 17-21-5.

Copies of the tax exemption application and building permit shall be received by the Planning Director for the purpose of design review. After such review, a determination will be made by the Director as to whether the applicant meets the minimum requirements of Miss. Code Ann. § 17-21-5 and of the policies set forth herein. Upon such a determination, the application for tax exemption shall be submitted to the City Council for pre-construction approval or disapproval.

SECTION 5. FINAL APPROVAL OF TAX EXEMPTION

The Planning Director shall monitor the project for compliance with all appropriate City codes and ordinances. Upon final approval of the project and the issuance of a certificate of occupancy indicating that the project is in compliance with all appropriate City codes and ordinances, the City Manager shall be notified. The City Manager shall oversee the project evaluation process and submit a recommendation on the amount and duration of the tax exemption to the City Council in writing. Final approval or disapproval of the tax exemption shall be made by the Council in the form of a Order, which shall be maintained by the City Clerk as required by law. A copy of the Order shall be distributed by the City Clerk to the Chairman of the Mississippi Department of Revenue, the State Auditor of Public Accounts, and the Jackson County Tax Assessor.

SECTION 6. FORMULA FOR DETERMINING TAX EXEMPTION

The tax exemption, if any, shall apply only to the increased building value, which is hereby defined as the appraised (true) value of a commercial building following construction, improvements, or renovations, minus the value of the building as shown in the records of the Jackson County Tax Assessor prior to construction, renovation or repair. This shall be the

sole method of determining the valuation attributable to the new building, renovation or improvement which will be subject to the exemption allowed by this Policy.

SECTION 7. CESSATION OF EXEMPTION

As set forth herein, the purpose of this Policy is to encourage the renovation and restoration of existing buildings, and to encourage the erection of new buildings for businesses in the Central Business District. Should an applicant be successful in receiving an exemption pursuant to this policy, and should the applicant subsequently terminate the use of the building or structure subject to the exemption, or abandon same with no intent to carry on the business for which the exemption was granted, the exemption allowed herein shall be terminated and the property in question shall be subject to full taxation as if no exemption were granted. Determination of cessation shall be made by the Planning Director.

Upon natural expiration of the exemption pursuant to any Order approved by the City Council, the exemption allowed herein shall be terminated and the property in question shall be subject to full taxation as if no exemption were granted.

SECTION 8. TRANSFERABILITY

The exemption granted herein shall be transferrable to a subsequent owner of the exempted premises provided that the subsequent owner continues the commercial use of the property for which the exemption was originally granted.

SECTION 9. DISCRETION OF CITY COUNCIL

Nothing in this Policy shall be construed as requiring the City Council to grant an exemption. The City Council reserves the absolute right to grant or deny an exemption, to limit such an exemption in time, amount, or scope, depending on the nature and type of the commercial use contemplated by the applicant. Preference shall be given to businesses with a strong sales tax component and to businesses with enhanced employment opportunities.

SECTION 10. MISCELLANEOUS

In the event that any portion of this Policy shall be held invalid or unconstitutional, the remainder of the Policy shall not thereby be invalid, but shall remain in full force and effect. It is hereby provided that the provisions of this Policy shall not be construed as being in conflict with the provisions of any other regulations of the City of Gautier. In any case where the provision of this Policy and the provisions of other regulations apply, the provisions of this Policy shall govern for the purpose of tax exemptions. Copies of this Policy shall be printed and kept in the offices of the Planning Director and the City Clerk for review by prospective applicants.

Thereupon, upon motion duly made by **Councilwoman Martin**, seconded by **Councilman Vaughan** to adopt the foregoing resolution and received the following votes:

AYES: **Phil Torjusen**
 Mary Martin
 Cameron George
 Richard Jackson
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

Thereupon, the Mayor declared said Order approved, passed and adopted on this the **6th** day of **March, 2018**.

Phil Torjusen, Mayor

Attest: _____
 Tricia L. Thigpen,
 Deputy City Clerk

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 6, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: City Council
From: Paula Yancey, City Manager
Date: March 1, 2018
Subject: Adoption of Tax Exemption Policy for the Central Business District

REQUEST:

The City Manager requests that the City Council adopt an order establishing the Tax Exemption Policy for the Central Business District.

BACKGROUND:

Section 17-21-5 of the Mississippi Code of 1972 authorizes Municipal Governing Authorities, in their discretion, to grant exemptions from ad valorem taxation, except ad valorem taxation for school district purposes, for new structures, or improvements to or renovations of existing structures located in the designated Central Business District of the municipality, for a period of not more than seven years from the date of completion of the new structure or the improvement to or renovation of the existing structure for which the exemption is granted. In order to make available certain tax exemptions to developers of commercial enterprises within those corridors, it is necessary to define the Central Business District by ordinance.

Pursuant to state statute, in order to utilize the tax exemption provisions for businesses located in the central business district, a Tax Exemption Policy must be adopted by the governing authority. As drafted, this Policy will allow up to 80% of applicable taxes to be exempt, with a cap of \$500,000.00. Any such application will require the City Council approval at the pre-construction stage, and once the project is complete. The formula for determining the tax exemption is based on the difference between the appraised value of the property following construction or renovation, and the value of the building as determined by the Jackson County Tax Assessor prior to the construction or renovation.

RECOMMENDATION:

The City Manager recommends that the City Council adopt an order establishing the Tax Exemption Policy for the Central Business District.

The City Council may:

- 1) Approve the Order as presented; or
- 2) Approve the Order with amendments; or
- 3) Not approve the Order.

ATTACHMENT(S):

N/A

Councilwoman Martin made the motion to approve the Docket of Claims, as presented, provided that all entries thereon are true, correct and properly entered and not fraudulent. Councilman George seconded the motion.

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

ORDER NUMBER 049-2018

WHEREAS, Miss. Code Ann. 21-39-9 requires governing authority to review all unpaid claims and determine if there is an obligation. An obligation exists if the related materials and supplies were properly contracted for and received by the municipality; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Docket of Claims is hereby approved, provided that all entries thereon are true, correct, properly entered and not fraudulent.

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 George** and the following vote was recorded:

AYES: **Phil Torjusen**
 Mary Martin
 Cameron George
 Richard Jackson
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

DEPUTY CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 6, 2018.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	C SPIRE WIRELESS	181123	03/06/2018	02/21/2018			555.63	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-605	POLICE CELLS		0032680896	02/11/2018			555.63
001	DELTA COMPUTER SYSTEMS INC	181124	03/06/2018	02/21/2018			455.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	ACCTG SOFTWARE MAINT		MN127876	02/15/2018			315.00
	001-092-698	VOTER REG SOFTWARE MAINT		MN127876	02/15/2018			20.00
	001-092-698	PRIV LIC SOFTWARE MAINT		MN127877	02/15/2018			120.00
001	GLOBALSTAR	181133	03/06/2018	02/21/2018			83.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		0009119142	02/16/2018			83.11
001	AT&T	181135	03/06/2018	02/22/2018			3,435.73	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-625	MONTHLY SERVICE		2284978000	02/14/2018			3,435.73
001	AT&T	181169	03/06/2018	02/23/2018			170.17	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284972172	02/14/2018			170.17
001	AT&T	181171	03/06/2018	02/23/2018			96.74	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284977070	02/14/2018			96.74
001	AT&T	181173	03/06/2018	02/23/2018			31.35	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC TELECOM SERVS		2284970262	02/14/2018			31.35
001	SINGING RIVER ELECTRIC COOPERATIVE	181174	03/06/2018	02/26/2018			948.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	BROWN FD 95237002		02142018	02/21/2018			464.60
	001-161-631	MARTIN BLUFF FD 58380001		02152018	02/22/2018			176.92
	001-201-629	SIGNAL LIGHTS 17546		02152018	02/22/2018			33.08
	001-092-631	CITY LIMIT SIGN 17546		02152018	02/22/2018			28.70
	001-100-631	MBLUFF SUB STN 58521002		02152018	02/22/2018			244.90
001	SINGING RIVER ELECTRIC COOPERATIVE	181186	03/06/2018	02/27/2018			2,038.41	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-631	POLICE STATION 66298004		02172018	02/23/2018			1,082.08
	001-201-629	SIGNAL LIGHT 89113001		02172018	02/23/2018			59.31
	001-170-631	CITY PARK RESTRMS 89912001		02172018	02/23/2018			495.34
	001-201-633	STREET LIGHTS 90345002		02172018	02/23/2018			194.57
	001-092-631	RECORDS BLDG 90790001		02172018	02/23/2018			160.07
	001-170-631	FRAZIER RESTRMS 98546001		02172018	02/23/2018			47.04

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FOSTERS A/C & HEATING INC	181187	03/06/2018	02/27/2018			953.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-635	ESA CLEANING: CITY HALL (6)		P1026128	02/14/2018		474.50	
	001-092-635	ESA CLEANING: ECO DEV (2)		P1026129	02/14/2018		176.00	
	001-170-698	ESA CLEANING: SR CENTER (2)		P1023598	02/13/2018		302.50	
001	OVERHEAD DOOR COMPANY OF HATTIESBURG INC	181188	03/06/2018	02/27/2018			750.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-635	SE DOOR REPAIR: NORTH STN		84815	02/15/2018		379.00	
	001-161-635	SE DOOR REPAIR: WEST STN		84816	02/15/2018		371.00	
001	NEW HAMPSHIRE INSURANCE COMPANY	181189	03/06/2018	02/27/2018			2,158.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-625	FLOOD INS: SENIOR CENTER		04152018	02/14/2018		2,158.00	
001	SINGING RIVER ELECTRIC COOPERATIVE	181190	03/06/2018	02/27/2018			8,667.57	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	STREET LIGHTING 10054		02172018	02/23/2018		5,207.60	
	001-201-629	SIGNAL LIGHTS 10054		02172018	02/23/2018		917.09	
	001-092-631	CITY HALL 10054		02172018	02/23/2018		1,350.14	
	001-170-631	FRAZIER PARK 10054		02172018	02/23/2018		48.40	
	001-170-631	SENIOR BLDG 10054		02172018	02/23/2018		435.65	
	001-161-631	CENTRAL FD 10054		02172018	02/23/2018		307.19	
	001-170-631	CITY PARK 10054		02172018	02/23/2018		99.99	
	001-092-631	PUBLIC WORKS 10054		02172018	02/23/2018		272.22	
	001-092-631	HWY 90 SIGN 10054		02172018	02/23/2018		29.29	
001	SINGING RIVER ELECTRIC COOPERATIVE	181196	03/06/2018	02/27/2018			1,093.87	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	DOLPHIN ST 94987002		02172018	02/23/2018		119.67	
	001-201-633	DOLPHIN ST 94988002		02172018	02/23/2018		129.44	
	001-201-633	DOLPHIN ST 94989002		02172018	02/23/2018		150.69	
	001-201-633	DOLPHIN ST 94990002		02172018	02/23/2018		411.86	
	001-201-633	WM PAYNE 100244001		02172018	02/23/2018		134.52	
	001-201-633	WM PAYNE 100245001		02172018	02/23/2018		147.69	
001	MSC 7511	181198	03/06/2018	02/27/2018			161.83	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	FNK100-01 RENTAL FEE		INV2337535	02/19/2018		145.10	
	001-100-699	MPC2504EX USAGE:B/W		INV2337535	02/19/2018		16.73	
001	FUELMAN	181201	03/06/2018	02/27/2018			2,605.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP52592489	02/19/2018		29.10	
	001-100-525	UNL FUEL		NP52592489	02/19/2018		2,152.17	
	001-161-525	UNL FUEL		NP52592489	02/19/2018		287.19	
	001-170-525	UNL FUEL		NP52592489	02/19/2018		48.37	
	001-205-525	UNL FUEL		NP52592489	02/19/2018		88.77	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN	181202	03/06/2018	02/27/2018			3,340.51	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-525	UNL FUEL	NP52626226	02/26/2018			52.63	
	001-092-525	UNL FUEL	NP52626226	02/26/2018			97.25	
	001-100-525	UNL FUEL	NP52626226	02/26/2018			2,540.04	
	001-161-525	UNL & DSL FUEL	NP52626226	02/26/2018			442.04	
	001-170-525	UNL & DSL FUEL	NP52626226	02/26/2018			170.22	
	001-205-525	UNL FUEL	NP52626226	02/26/2018			38.33	
001	SINGING RIVER ELECTRIC COOPERATIVE	181204	03/06/2018	02/27/2018			1,245.67	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-631	SOUTH FD 76008001	02192018	02/26/2018			208.35	
	001-170-631	BACOT PARK 10137	02192018	02/26/2018			913.80	
	001-201-629	SIGNAL LIGHTS 10138	02192018	02/26/2018			100.02	
	001-170-631	BACOT SPLASHPAD 103751001	02192018	02/26/2018			23.50	
001	REYNOLDS WHOLESALE CO	181210	03/06/2018	02/28/2018			1,215.48	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-510	CS 4/1GAL HAND SOAP	58085	02/08/2018	180467		43.80	
	001-092-510	CS 96 ROLLS HS TISSUE (6)	58085	02/08/2018	180467		231.00	
	001-092-510	CS VB PAPER TOWEL (4)	58085	02/08/2018	180467		103.60	
	001-092-510	CS BROWN MF TOWELS (8)	58085	02/08/2018	180467		159.60	
	001-092-510	CS 6/78CT CLOROX WIPES	58085	02/08/2018	180467		29.70	
	001-092-510	CS 4/1GAL NABC CLEANER	58085	02/08/2018	180467		46.00	
	001-092-510	CS 3/144 OZ PINE SOL	58085	02/08/2018	180467		29.25	
	001-092-510	CS 10/100CT PF LATEX GLOVES	58085	02/08/2018	180467		59.50	
	001-092-510	CS 200 30X36 CAN LINER (2)	58085	02/08/2018	180467		39.90	
	001-092-510	CS 100 38X58 CAN LINER	58085	02/08/2018	180467		32.95	
	001-092-510	CS TOILET PADS	58085	02/08/2018	180467		59.60	
	001-092-510	CS 12/19OZ LYSOL SPRAY	58085	02/08/2018	180467		68.28	
	001-092-510	CS 12/19OZ DIAL HAND SOAP	58085	02/08/2018	180467		28.80	
	001-092-510	CS 12 URINAL BLOCKS	58085	02/08/2018	180467		95.40	
	001-092-510	CS URINAL PADS	58085	02/08/2018	180467		49.60	
	001-092-510	CS 4/67OZ HAND SANITIZER	58085	02/08/2018	180467		35.80	
	001-092-510	REGULAR MOP HEAD (2)	58085	02/08/2018	180467		9.80	
	001-092-510	CS 12 FEBREZE AIR FRESHNER	58085	02/08/2018	180467		35.40	
	001-092-510	CS 12/32OZ WINDEX SPRAY	58085	02/08/2018	180467		57.50	
001	CASCO INDUSTRIES INCORPORATED	181211	03/06/2018	02/28/2018			1,810.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-639	5GAL FOAM CHEMGUARD (32)	191698	02/19/2018	180480		1,440.00	
	001-161-639	FREIGHT	191698	02/19/2018	180480		370.00	
001	MID SOUTH UNIFORM & SUPPLY INC	181212	03/06/2018	02/28/2018			1,872.73	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	TEX TROP SS WHITE SHIRT (9)	572693	02/14/2018	180304		456.75	
	001-100-535	TEX TROP LS WHITE SHIRT (6)	572693	02/14/2018	180304		331.98	
	001-100-535	MOTOR BREECHES NAVY (4)	572693	02/14/2018	180304		1,020.00	
	001-100-535	NAVY BRAID (4)	572693	02/14/2018	180304		17.00	
	001-100-535	LT BLUE BRAID (4)	572693	02/14/2018	180304		17.00	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MID SOUTH UNIFORM & SUPPLY INC	181212	03/06/2018	02/28/2018			1,872.73	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	SEW ON PATCHES (30)		572693	02/14/2018	180304		30.00
001	SUNBELT FIRE INC	181213	03/06/2018	02/28/2018			2,453.27	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-639	SERVICE SCBA & COMPRESSOR		115060	02/21/2018	180512		2,453.27
001	SOUTHERN BARKS INC	181214	03/06/2018	02/28/2018			1,475.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-634	100YDS WOOD FIBER MULCH (14)		1339	02/22/2018	180487		1,400.00
	001-170-634	FUEL/DELIVERY		1339	02/22/2018	180487		75.00
001	FASTENAL COMPANY	181216	03/06/2018	02/28/2018			974.61	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	50LB BAG ASPHALT PATCH (63)		MSPAS72748	02/09/2018	180473		974.61
001	MS TOOL SUPPLY	181217	03/06/2018	02/28/2018			360.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	CLASSIC RAINCOAT 2PC 49"		5965600	02/12/2018	180387		19.89
	001-100-559	CLASSIC RAINCOAT UNATT HOOD (2)		5965600	02/12/2018	180387		39.78
	001-100-559	LIME PUBLIC SAFETY VEST (3)		5965600	02/12/2018	180387		77.07
	001-100-559	LIME PUBLIC SAFETY VEST (3)		5965600	02/12/2018	180387		77.07
	001-100-559	ORANGE GLOVE W/DIP PALM (12)		5965600	02/12/2018	180387		45.12
	001-100-559	FREIGHT		5965600	02/12/2018	180387		26.69
	001-100-559	CLASSIC RAINCOAT SMALL (2)		5965601	02/20/2018	180387		39.78
	001-100-559	CLASSIC RAINCOAT 2PC 49"		5965601	02/20/2018	180387		19.89
	001-100-559	FREIGHT		5965601	02/20/2018	180387		14.81
001	SECURE NETWORKS LLC	181218	03/06/2018	02/28/2018			1,065.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-022-559	HP OFFICEJET PRO 8710 PRINTER		3358	02/22/2018	180499		174.00
	001-022-559	SHIPPING		3358	02/22/2018	180499		10.00
	001-021-559	ADOBE ACROBAT 2017: CUMBEST,E		3359	02/22/2018	180504		352.00
	001-092-702	SINEWAVE UPS BATTERY SYSTEM		3360	02/21/2018	180506		504.00
	001-092-702	SHIPPING		3360	02/21/2018	180506		25.00
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	181220	03/06/2018	02/28/2018			242.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-500	PK 3X3 POST-IT		3366877135	01/30/2018	180419		5.70
	001-090-500	2PK ELECTRONIC DUSTER		3366877135	01/30/2018	180419		11.52
	001-090-500	3 RING VIEW BINDER (4)		3366877135	01/30/2018	180419		37.16
	001-090-500	2" VIEW BINDER (6)		3366877135	01/30/2018	180419		40.80
	001-090-500	8" SCISSOR STRAIGHT (3)		3366877135	01/30/2018	180419		19.38
	001-090-500	4PK EXPO ASST MARKERS		3366877135	01/30/2018	180419		4.75
	001-090-500	3PK SHARPIE HIGHLIGHTER (2)		3366877135	01/30/2018	180419		12.98
	001-090-500	6PK CORRECTION TAPE		3366877135	01/30/2018	180419		3.94
	001-090-500	11.5X14.5 CLASP ENVELOPE BX		3366877135	01/30/2018	180419		31.49
	001-090-500	9X12 CLASP ENVELOPE 100BX		3366877135	01/30/2018	180419		6.23
	001-090-500	CR RTN:2PK ELECTRONIC DUSTER		3367318609	02/01/2018	180419		-11.52
	001-090-500	2PK ELECTRONIC DUSTER		3367318611	02/01/2018	180419		11.52
	001-090-561	18" ALUM TAB MOUNT		3368300873	02/08/2018	180419		36.99
	001-100-500	VERBATIM 5PK 8GB USB 2.0		3368816495	02/14/2018	180483		29.99

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	181220	03/06/2018	02/28/2018			242.38	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-500	BIC RND BALLPOINT PEN (12)		3368816495	02/14/2018	180483		1.45
001	COAST FIREWORKS INC	181222	03/06/2018	02/28/2018			133.91	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-596	CS BEADS 7MM (2)		231032	01/18/2018	180390		61.98
	001-161-596	DZ BLOW UP BALLS (3)		231032	01/18/2018	180390		35.97
	001-161-596	DZ CRAWFISH BEADS (4)		231032	01/18/2018	180390		35.96
001	PUBLIC SAFETY ACADEMICS AND CONSULTING	181224	03/06/2018	02/28/2018			300.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	BEHIND-BADGE CRSE: THIGPEN,C		645	02/14/2018	180510		300.00
001	EAGLE ENGRAVING INC	181225	03/06/2018	02/28/2018			200.45	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-535	MEDAL: FIRE FIGHTER OF YEAR		2018-715	02/09/2018	180389		78.00
	001-161-535	RC42 RIBBON BAR		2018-715	02/09/2018	180389		3.75
	001-161-535	MEDAL: LIFE SAVING W/STARS		2018-715	02/09/2018	180389		103.00
	001-161-535	RC36 RIBBON BAR		2018-715	02/09/2018	180389		3.75
	001-161-535	SHIPPING		2018-715	02/09/2018	180389		11.95
001	COAST CONCRETE CO INC	181227	03/06/2018	02/28/2018			505.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	5YDS 3000 PSI CONCRETE		138208	02/16/2018	180508		505.00
001	BENNDALE HARDWARE AND SUPPLY	181228	03/06/2018	02/28/2018			510.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-634	500FT 4" SOCK PIPE		0109088	02/13/2018	180485		375.00
	001-170-634	100FT 6" SOCK PIPE		0109088	02/13/2018	180485		135.00
001	ECONOMY BOOTS SALES & SERVICE	181229	03/06/2018	02/28/2018			100.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-535	DUTY BOOTS: SMITH, PATRICK		42678	02/02/2018	180405		100.00
001	STEINER SAW & MOWER	181231	03/06/2018	02/28/2018			442.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-559	CS 1GAL OIL		650481	02/14/2018	180478		65.00
	001-170-559	5LB GATORLINE		650481	02/14/2018	180478		70.00
	001-170-559	FS 94 WEEDEATER		650481	02/14/2018	180478		307.96
FUND TOTAL	1 Claims	to	Checks	34 Total	42,451.28 Manual	Held	Total	42,451.28

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	SECURE NETWORKS LLC	181219	03/06/2018	02/28/2018			1,172.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	157-100-799	DELL LATITUDE 23580 W10	3357	02/21/2018	180476		812.00	
	157-100-799	MS HOME & BUSINESS 2016	3357	02/21/2018	180476		250.00	
	157-100-799	DELL WIRELESS MOUSE	3357	02/21/2018	180476		36.00	
	157-100-799	DELL GAMING BACKPACK 15	3357	02/21/2018	180476		59.00	
	157-100-799	SHIPPING	3357	02/21/2018	180476		15.00	
157	MOTOROLA INC	181233	03/06/2018	02/28/2018			1,575.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	157-100-799	REMOTE SPEAKER MIC, JACK (21)	13203524	02/17/2018	180463		1,575.00	
157	ESTABROOK MOTOR CO INC	181237	03/06/2018	03/01/2018			58,730.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	157-100-799	2018 POLICE PURSUIT UTILITY K-	01232018	01/23/2018	180093		29,011.00	
	157-100-799	2018 POLICE PURSUIT UTILITY SI	01232018	01/23/2018	180093		29,719.00	
FUND TOTAL 157 Claims	to	Checks	3 Total	61,477.00	Manual	Held	Total	61,477.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	SEYMOUR ENGINEERING PLLC	181197	03/06/2018	02/27/2018			2,275.00	
	Account Number		Description	Invoice #	Date	P.O.	Amount	
	171-170-778		SECRETARY OF STATE FEE	6492	02/19/2018			750.00
	171-170-778		PROJECT BUDGET	6492	02/19/2018			1,525.00
FUND TOTAL 171 Claims	to	Checks	1 Total	2,275.00	Manual	Held	Total	2,275.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	181208	03/06/2018	02/28/2018			36,796.12	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	172-350-650	LIBRARY SUPPORT	FEB 2018	02/28/2018			36,796.12	
FUND TOTAL 172 Claims	to	Checks	1 Total	36,796.12	Manual	Held	Total	36,796.12

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AD2 INC	181125	03/06/2018	02/21/2018			151.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-699	HOSTING FEE MAR 2018	3217	02/15/2018			36.50	
	176-170-699	SHOPPING CART FEE MAR 2018	3217	02/15/2018			115.00	
176	AT&T	181170	03/06/2018	02/23/2018			288.10	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-605	FEB 2018 DSL	2284970676	02/14/2018			111.89	
	176-170-605	MONTHLY SERVICE	2284970676	02/14/2018			176.21	
176	AT&T	181172	03/06/2018	02/23/2018			269.83	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-605	MONTHLY SERVICE	2284972244	02/14/2018			269.83	
176	FUELMAN	181203	03/06/2018	02/27/2018			29.20	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-525	UNL FUEL	NP52626226	02/26/2018			29.20	
176	SINGING RIVER ELECTRIC COOPERATIVE	181206	03/06/2018	02/27/2018			2,093.34	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-631	PARK FACILITIES 76854002	02192018	02/26/2018			2,045.10	
	176-170-631	HOUSE 76855002	02192018	02/26/2018			48.24	
176	STEINER SAW & MOWER	181232	03/06/2018	02/28/2018			923.88	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-702	FS 94 WEEDEATER (3)	650482	02/14/2018	180477		923.88	
FUND TOTAL 176 Claims	to	Checks	6 Total	3,755.85 Manual		Held	Total	3,755.85

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
300	SEYMOUR ENGINEERING PLLC Account Number 300-600-603	181199	03/06/2018	02/27/2018			11,400.00	
		Description		Invoice #	Date	P.O.	Amount	
		ENGINEERING DESIGN 50%		6493	02/19/2018			11,400.00
FUND TOTAL 300 Claims	to	Checks	1 Total	11,400.00	Manual		Held	Total 11,400.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CITY OF GAUTIER	181078	03/06/2018	02/15/2018			43,427.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-821	ST LNS #3 90/57 SWR		02092018	02/09/2018		7,877.45	
	400-680-822	ST LNS #4 90/57 WTR		02092018	02/09/2018		10,948.67	
	400-680-822	ST LNS #4 90/57 SWR		02092018	02/09/2018		9,019.22	
	400-680-823	ST LNS #5 ALLEN RD		02092018	02/09/2018		2,149.95	
	400-680-824	ST LNS #6 OLD SPAN TR		02092018	02/09/2018		3,765.83	
	400-680-825	ST LNS #7 OLD SPAN TR		02092018	02/09/2018		9,665.99	
400	AT&T	181126	03/06/2018	02/21/2018			64.07	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY LONG DISTANCE		2284972276	02/06/2018		64.07	
400	WASTE MANAGEMENT OF MS-GLF COAST INC	181127	03/06/2018	02/21/2018			1,794.71	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	ROLL - OFF TIMBERLANE		6660012134	02/16/2018		1,794.71	
400	SINGING RIVER ELECTRIC COOPERATIVE	181175	03/06/2018	02/26/2018			2,531.73	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATIONS 20649		02142018	02/21/2018		1,185.07	
	400-651-631	LIFT STATIONS 28779		02142018	02/21/2018		88.25	
	400-651-631	SCHOONER WELL 20688		02102018	02/19/2018		1,059.65	
	400-651-631	LIFT STATIONS 20688		02102018	02/19/2018		198.76	
400	SINGING RIVER ELECTRIC COOPERATIVE	181176	03/06/2018	02/26/2018			4,722.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 89627001		02142018	02/22/2018		72.11	
	400-651-631	LIFT STNS 89702001		02152018	02/22/2018		49.14	
	400-651-631	LIFT STNS 17881		02152018	02/22/2018		2,427.25	
	400-651-631	WATER WELLS 17881		02152018	02/22/2018		2,173.60	
400	ARISTA INFORMATION SYSTEMS INC	181191	03/06/2018	02/27/2018			3,320.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	JAN 2018 STATEMENTS		24834	02/13/2018		1,120.10	
	400-650-698	JAN 2018 POSTAGE		1425201802	02/13/2018		2,200.00	
400	IRBY'S ANSWERING SERVICE	181192	03/06/2018	02/27/2018			490.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	69 CALL OUTS: 1/24-2/20/18		277-022118	02/21/2018		32.43	
	400-650-698	633 AGENTS MTS: 1/24-2/20/18		277-022118	02/21/2018		181.12	
	400-650-698	BASE RATE: 1/24-2/20/18		277-022118	02/21/2018		277.00	
400	AT&T	181193	03/06/2018	02/27/2018			151.35	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284975234	02/14/2018		151.35	
400	SINGING RIVER ELECTRIC COOPERATIVE	181194	03/06/2018	02/27/2018			9,081.05	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	IONIZATION PLANT 99216002		02172018	02/23/2018		447.88	
	400-651-631	LIFT STATIONS 17882		02172018	02/23/2018		3,041.47	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	181194	03/06/2018	02/27/2018			9,081.05	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	WATER WELLS 17882		02172018	02/23/2018			3,080.03
	400-651-631	CITY HALL SOUTH 17882		02172018	02/23/2018			2,511.67
400	2012 GUD BONDS DEBT SERVICE	181195	03/06/2018	02/27/2018			116,362.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-816	MAR 2018 PRN PMT		03012018	02/28/2018			112,916.67
	400-680-817	MAR 2018 PRN PMT		03012018	02/28/2018			3,445.83
400	COGENT STRATEGIES LLC	181200	03/06/2018	02/27/2018			7,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-601	PROFESSIONAL FEES		1110	02/07/2018			7,500.00
400	SINGING RIVER ELECTRIC COOPERATIVE	181205	03/06/2018	02/27/2018			4,317.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATIONS 17875		02192018	02/26/2018			220.02
	400-651-631	LIFT STATIONS 17883		02192018	02/26/2018			2,410.91
	400-651-631	LIFT STATIONS 17884		02192018	02/26/2018			1,686.32
400	COMM-TECH SOLUTIONS INC	181207	03/06/2018	02/27/2018			1,138.81	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-635	INSTALL VOICE & DATA LINES		15980	02/26/2018			1,138.81
400	CABLE ONE INC	181209	03/06/2018	02/28/2018			54.36	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	FEB 2018: #107663106		022162018	02/23/2018			54.36
400	CONSOLIDATED PIPE & SUPPLY	181215	03/06/2018	02/28/2018			970.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	10" CDI 06 MJ LP SLV (2)		3780311000	02/13/2018	180428		178.00
	400-651-581	#14 BLUE TRACING WIRE (3000)		3780392000	02/20/2018	180489		360.00
	400-651-581	GALV PVC LUBE (6)		3780392000	02/20/2018	180489		75.00
	400-651-581	12 CDI 06 MJ LP SLV (3)		3780392000	02/20/2018	180489		357.00
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	181221	03/06/2018	02/28/2018			257.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-559	AA BATTERIES 8PK		3369016063	02/16/2018	180501		7.16
	400-650-559	100BX FOLDERS LEGAL 3 TAB (2)		3369016063	02/16/2018	180501		28.98
	400-650-559	HP 950XL COMBO PAK #108230		3369016063	02/16/2018	180501		101.74
	400-650-559	PLASTIC LETTER OPENER RZR		3369016063	02/16/2018	180501		1.22
	400-650-559	1000CT JUMO PAPER CLIPS (2)		3369016063	02/16/2018	180501		1.02
	400-650-559	HP 312A BLK TONER CARTRIDGE		3369016063	02/16/2018	180501		92.94
	400-650-559	EPSON ULTRA 252XL BLACK INK		3369016063	02/16/2018	180501		24.32
400	BAILEY LUMBER & SUPPLY CO.	181223	03/06/2018	02/28/2018			567.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-635	2055 RH TRIM NICKEL HINGES		02682280	02/16/2018	180462		140.00
	400-650-635	2650 LH TRIM NICKEL HINGES		02682280	02/16/2018	180462		140.00
	400-650-635	3068 LH SC TRIM NICKEL HINGES		2682490	02/23/2018	180462		179.00
	400-650-635	1650 LH TRIM FB NICKEL HINGES		2682490	02/23/2018	180462		108.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CORE & MAIN LP	181226	03/06/2018	02/28/2018			1,741.02	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	3/4" NO LEAD CPLG PJ CTS (12)	I389861	01/26/2018	180414		195.24	
	400-651-581	5/8X3/4 NO LEAD METER VLV (6)	I389861	01/26/2018	180414		215.40	
	400-651-581	6 FLEX CPLG CLXCI/PVC (3)	I389861	01/26/2018	180414		28.32	
	400-651-581	6 BELL JOINT CLAMP (2)	I392981	02/19/2018	180414		246.06	
	400-651-583	1-1/4X300' CTS PE COIL(600)	I452395	02/19/2018	180471		474.00	
	400-651-583	1-1/4X300' IPS PE COIL(600)	I452395	02/19/2018	180471		582.00	
400	SUNBELT RENTALS INC	181230	03/06/2018	02/28/2018			8,129.85	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-583	10" PUMP (2)	7584456402	01/30/2018	180375		2,490.00	
	400-651-583	8 X 20 SUCTION HOSE (4)	7584456402	01/30/2018	180375		384.00	
	400-651-583	8 X 50 DISCHARGE HOSE (22)	7584456402	01/30/2018	180375		1,848.00	
	400-651-583	FLOAT SWITCH (2)	7584456402	01/30/2018	180375		72.00	
	400-651-583	30' ROPE AND HOSE KIT (4)	7584456402	01/30/2018	180375		73.60	
	400-651-583	15 X 30 SEWER PLUG (2)	7584456402	01/30/2018	180375		780.00	
	400-651-583	20 X 36 SEWER PLUG (2)	7584456402	01/30/2018	180375		780.00	
	400-651-583	LABOR: 2 PUMP TECHS	7584456402	01/30/2018	180375		1,040.00	
	400-651-583	ENVIRONMENTAL FEE	7584456402	01/30/2018	180375		62.25	
	400-651-583	DELIVERY CHARGE	7584456402	01/30/2018	180375		300.00	
	400-651-583	PICK UP CHARGE	7584456402	01/30/2018	180375		300.00	
400	J H WRIGHT & ASSOCIATES INC	181234	03/06/2018	02/28/2018			3,795.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-584	SQUARE D NEMA 2 MOTOR (2)	405068	02/12/2018	180460		1,120.00	
	400-651-584	SQUARE D NEMA 1 STARTER (3)	405068	02/12/2018	180460		1,095.00	
	400-651-584	SQUARE D NEMA 0 STARTER (3)	405068	02/12/2018	180460		405.00	
	400-651-581	GRINDER PUMP 2HP/20' CORD	405282	02/21/2018	180498		875.00	
	400-651-581	CONTROL PANEL:SHEP MAINT BLDG	405282	02/21/2018	180498		300.00	
FUND TOTAL 400 Claims	to	Checks	20 Total	210,415.94	Manual	Held	Total	210,415.94

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	34 Total	42,451.28 Manual	Held	Total	42,451.28
FUND 157 Claims	to	Checks	3 Total	61,477.00 Manual	Held	Total	61,477.00
FUND 171 Claims	to	Checks	1 Total	2,275.00 Manual	Held	Total	2,275.00
FUND 172 Claims	to	Checks	1 Total	36,796.12 Manual	Held	Total	36,796.12
FUND 176 Claims	to	Checks	6 Total	3,755.85 Manual	Held	Total	3,755.85
FUND 300 Claims	to	Checks	1 Total	11,400.00 Manual	Held	Total	11,400.00
FUND 400 Claims	to	Checks	20 Total	210,415.94 Manual	Held	Total	210,415.94
Total for all Funds			Checks	66 Total	368,571.19 Manual	Held	Total 368,571.19

Councilwoman Martin made the motion to approve Consent Agenda Items 1-6, as presented. Councilman Jackson seconded the motion.

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

ORDER NUMBER 049-2018

WHEREAS, all items listed on the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion:

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1- 6 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 Jackson** and the following vote was recorded:

AYES: **Phil Torjusen**
 Mary Martin
 Cameron George
 Richard Jackson
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

DEPUTY CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 6, 2016.

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

ORDER NUMBER 050-2018

WHEREAS, Miss. Code Ann. 21-15-33 requires that the minutes be adopted and approved by a majority of the members of the governing body at the next regular meeting or within thirty (30) days of the meeting they represent, whichever occurs first. Upon such approval, the minutes are valid from and after the date of the meeting; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from Recessed Council Meeting held February 20, 2018 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 Jackson** and the following vote was recorded:

AYES: **Phil Torjusen**
 Mary Martin
 Cameron George
 Richard Jackson
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

DEPUTY CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 6, 2018.

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

ORDER NUMBER 051-2018

WHEREAS, in lieu of any one (1) legal holiday provided for in subsection (1) of Miss. Code Ann. § 3-3-7, with the exception of the third Monday in January (Robert E. Lee's and Martin Luther King, Jr.'s birthday) and the eleventh day of November (Armistice or Veterans Day), the governing authorities of any municipality or county may declare, by order spread upon its minutes, Mardi Gras Day or any one (1) other day during the year, to be a legal holiday;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Friday, March 30, 2018, Good Friday is hereby declared as a legal holiday for the City of Gautier in lieu of Confederate Memorial Day in accordance with Miss. Code Ann. § 3-3-7, Subsection 2.

IT IS FURTHER ORDERED by the Mayor and Council of the City of Gautier, Mississippi, as follows, to-wit:

1. All employees who normally work a 40 hour week shall have the above listed day off with no reduction in pay. Any 40 hour per week employee who is required to work on the day listed above shall receive straight time pay for each hour actually worked in addition to their regular pay.
2. Police Department employees who normally work shifts (168 hours in a 28 day cycle) shall receive eight (8) hours straight time pay in addition to their normal pay for the day set out above.
3. Fire Department Personnel who normally work shifts (216 hours in a 28 day cycle) shall receive eight (8) hours straight time pay in addition to their normal pay for the day set out above.

ORDERED this the 6th day of March, 2018.

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

AYES: **Phil Torjusen**
 Mary Martin
 Cameron George
 Richard Jackson
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

DEPUTY CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 6, 2018.

Miss. Code Ann. § 3-3-7

Current through the 2017 Regular and 1st Extraordinary Sessions

- [Mississippi Code of 1972 Annotated](#)
- [TITLE 3. STATE SOVEREIGNTY, JURISDICTION AND HOLIDAYS](#)
- [CHAPTER 3. STATE BOUNDARIES, HOLIDAYS, AND STATE EMBLEMS](#)

§ 3-3-7. Legal holidays

- **(1)** Except as otherwise provided in subsection (2) of this section, the following are declared to be legal holidays, viz: the first day of January (New Year's Day); the third Monday of January (Robert E. Lee's birthday and Dr. Martin Luther King, Jr.'s birthday); the third Monday of February (Washington's birthday); the last Monday of April (Confederate Memorial Day); the last Monday of May (National Memorial Day and Jefferson Davis' birthday); the fourth day of July (Independence Day); the first Monday of September (Labor Day); the eleventh day of November (Armistice or Veterans' Day); the day fixed by proclamation by the Governor of Mississippi as a day of Thanksgiving, which shall be fixed to correspond to the date proclaimed by the President of the United States (Thanksgiving Day); and the twenty-fifth day of December (Christmas Day). In the event any holiday hereinbefore declared legal shall fall on Sunday, then the next following day shall be a legal holiday.
- **(2)** In lieu of any one (1) legal holiday provided for in subsection (1) of this section, with the exception of the third Monday in January (Robert E. Lee's and Martin Luther King, Jr.'s birthday) and the eleventh day of November (Armistice or Veterans Day), the governing authorities of any municipality or county may declare, by order spread upon its minutes, Mardi Gras Day or any one (1) other day during the year, to be a legal holiday.
- **(3)** August 16 is declared to be Elvis Aaron Presley Day in recognition and appreciation of Elvis Aaron Presley's many contributions, international recognition and the rich legacy left to us by Elvis Aaron Presley. This day shall be a day of recognition and observation and shall not be recognized as a legal holiday.
- **(4)** May 8 is declared to be Hernando de Soto Day in recognition, observation and commemoration of Hernando de Soto, who led the first and most imposing expedition ever made by Europeans into the wilds of North America and the State of Mississippi, and in further recognition of the Spanish explorer's 187-day journey from the Tombigbee River basin on our state's eastern boundary, westward to the place of discovery of the Mississippi River on May 8, 1541. This day shall be a day of commemoration, recognition and observation of Hernando de Soto and European exploration and shall not be recognized as a legal holiday.
- **(5)** Armistice Day (Veterans Day) shall be observed by appropriate exercises in all the public schools in the State of Mississippi. The superintendent of schools of each public school district is authorized to provide for the appearance of uniformed military personnel, uniformed veterans or the families of fallen military personnel/veterans at such public school exercises in honor of Armistice (Veterans) Day. The superintendent of schools is also authorized to permit the school band and its director(s) at any public school in the district to perform at Armistice (Veterans) Day exercises in the school district upon the request of public officials

or veterans associations without loss of any program credit by participating students and without loss of leave by participating school personnel. SOURCES: Codes, 1880, § 1132; 1892, § 3514; 1906, § 4011; Hemingway's 1917, § 2045; 1930, § 5024; 1942, § 5946; Laws, 1924, ch. 343; Laws, 1940, ch. 138; Laws, 1948, ch. 365; Laws, 1966, ch. 563, § 1; Laws, 1970, ch. 460, § 1; Laws, 1987, ch. 301; Laws, 1987, ch. 398; Laws, 1988, ch. 566; Laws, 1993, ch. 301, § 1; Laws, 1997, ch. 339, § 1; Laws, 2011, ch. 491, § 1, eff from and after July 1, 2011.

MISSISSIPPI CODE of 1972 ANNOTATED
Copyright© 2018 by The State of Mississippi All rights reserved.
[Previous](#)

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

ORDER NUMBER 052-2018

WHEREAS, Miss. Code Ann. 21-35-13 requires a budget report to be presented to the governing authority at the regular meeting each month.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Finance Report for January 2018 is hereby received.

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 Jackson** and the following vote was recorded:

AYES: **Phil Torjusen**
 Mary Martin
 Cameron George
 Richard Jackson
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

DEPUTY CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting March 6, 2018.

JAN 2018 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$2,023,923.18
MS Development Loan Katrina	Depository Account	007-000-001	\$275.20
CDBG-Downtown Revitalization	Depository Account	012-000-001	
Transportation Enhancement	Depository Account	013-000-001	\$13,631.67
Allen Road Widening	Depository Account	020-000-001	
MDOT Safe Routes to School	Depository Account	029-000-001	(\$27,915.12)
MDAH School House Grant	Depository Account	030-000-001	\$1,508.43
MDMR City Pk Boat Launch Imp	Depository Account	050-000-001	(\$88,144.41)
Martin Bluff Road Improvements	Depository Account	128-000-001	\$102,012.64
U S Justice Equitable Sharing	Depository Account	157-000-001	\$586,777.38
Fire Protection Fund	Depository Account	160-000-001	\$276,283.35
Tidelands Grant	Depository Account	171-000-001	\$9,138.53
Library Support Fund	Depository Account	172-000-001	\$38,986.97
MSWFP Recreation Trails Grant	Depository Account	175-000-001	
Shepard State Park Fund	Depository Account	176-000-001	\$62,416.56
USDA NRCS EWP Program	Depository Account	300-000-001	\$165,287.00
Solid Waste Fund	Depository Account	404-000-001	\$104,582.57
EPA: Brownfields Assessment	Depository Account	409-000-001	

General Ledger Cash Balance	\$3,268,763.95
-----------------------------	----------------

General Depository Reconciled Cash Balance	\$3,267,953.49
--	----------------

ENTERPRISE FUND

Fund Name		Account #	Balance
Water & Sewer Utility	Enterprise Account-Hancock	400-000-002	\$2,177,745.63
MDB Loan: Water Ion-X Project	Enterprise Account-Hancock	421-000-002	\$60,139.74
Water Meter Project	Enterprise Account-Hancock	422-000-002	
Hurricane Katrina (PW Bldg)	Enterprise Account-Hancock	449-000-002	

General Ledger Cash Balance	\$2,237,885.37
-----------------------------	----------------

Enterprise Reconciled Cash Balance	\$2,234,326.32
------------------------------------	----------------

**JANUARY 2018
YEAR TO DATE TOTALS**

General Fund Totals

	BUDGET FY 2018	JAN 2018	Balance	33.33% % to date
General Fund Revenues	9,592,488.00	3,143,051.92	6,449,436.08	32.7%
Expenditures:				
001 Legislative	129,212.00	43,930.07	85,281.93	33.9%
010 City Court	319,170.00	103,496.92	215,673.08	32.4%
021 City Manager	243,564.00	83,840.04	159,723.96	34.4%
022 Human Resources	143,050.00	48,544.63	94,505.37	33.9%
040 City Clerk	277,455.00	85,266.62	192,188.38	30.7%
045 Finance	183,825.00	52,520.42	131,304.58	28.5%
060 City Attorney	105,000.00	31,666.68	73,333.32	30.1%
090 Economic Dev - Planning	337,137.00	96,204.98	240,932.02	28.5%
092 Building & General Expenses	566,700.00	293,262.23	273,437.77	51.7%
094 Grants & Project Admin	141,768.00	43,231.43	98,536.57	30.4%
100 Police	3,204,363.00	1,004,471.31	2,199,891.69	31.3%
161 Fire	2,405,157.00	816,619.25	1,588,537.75	33.9%
170 Recreation	452,934.00	134,680.71	318,253.29	29.7%
201 PW: Streets	278,000.00	46,807.19	231,192.81	16.8%
205 PW: Maintenance	234,530.00	78,545.28	155,984.72	33.4%
900 Interfund Transfers	1,045,982.00	102,593.34	943,388.66	9.8%
General Fund Expenditures	10,067,847.00	3,065,681.10	7,002,165.90	30.4%
<i>Total Operating Expenditures</i>	8,873,297.00	2,952,307.68	5,920,989.32	
<i>Total Capital Outlay Expenditures</i>	84,592.00	10,780.08	73,811.92	
<i>Total Debt Service</i>	63,976.00	0.00	63,976.00	
<i>Total Transfers Out</i>	1,045,982.00	102,593.34	943,388.66	
<i>Total Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	10,067,847.00	3,065,681.10	7,002,165.90	
<i>Personnel</i>	6,914,250.00	2,313,142.48	4,601,107.52	
<i>Supplies</i>	456,517.00	111,323.29	345,193.71	
<i>Other Services</i>	1,502,530.00	527,841.91	974,688.09	
<i>Capital Outlay</i>	84,592.00	10,780.08	73,811.92	
<i>Debt Service</i>	63,976.00	0.00	63,976.00	
<i>Interfund Transfers for DS</i>	1,045,982.00	102,593.34	943,388.66	
<i>Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	10,067,847.00	3,065,681.10	7,002,165.90	

**JANUARY 2018
YEAR TO DATE TOTALS**

General Depository Special Funds	BUDGET FY 2018	As of JAN 2018	Balance	33.33% % to date
007 MS Dev 2.36M Katrina Bonds				
Revenues	279,229.00	0.00	279,229.00	
Expenditures	279,229.00	0.00	279,229.00	
013 TE-Downtown Revitalization				
Revenues	40,971.45	0.00	40,971.45	
Expenditures	54,603.12	0.00	54,603.12	
020 Allen Road Widening				
Revenues	14,434.00	14,433.34	0.66	99.9%
Expenditures	46,324.00	46,323.96	0.04	99.9%
029 MDOT Safe Routes to School				
Revenues	59,938.88	0.00	59,938.88	
Expenditures	23,380.33	268.09	23,112.24	1.1%
030 MDAH 2014 Community Heritage				
Revenues				
050 MDMR City Park Boat Launch Imps				
Revenues	269,128.00	163,482.86	105,645.14	60.7%
Expenditures	178,291.47	160,790.74	17,500.73	90.1%
128 Martin Bluff Road Project				
Expenditures	102,012.64	0.00	102,012.64	
130 \$7M GO Bond - Capital Improvements				
Revenues	4,114,562.21	440,351.09	3,674,211.12	10.7%
Expenditures	4,401,062.21	174,759.83	4,226,302.38	3.9%
157 US Justice Equitable Sharing				
Revenues	0.00	189,195.16	(189,195.16)	
Expenditures	50,000.00	21,957.62	28,042.38	43.9%
160 Fire Protection Fund				
Revenues	103,000.00	0.00	103,000.00	
Expenditures	195,635.85	1,289.93	194,345.92	0.6%
171 Combined Tidelands Grant				
Revenues	713,797.29	136,229.03	577,568.26	19.0%
Expenditures	632,264.74	77,647.21	554,617.53	12.2%
172 Library Support Fund				
Revenues	109,578.00	44,136.21	65,441.79	40.2%
Expenditures	109,578.00	5,149.24	104,428.76	4.6%

**JANUARY 2018
YEAR TO DATE TOTALS**

<i>General Depository Special Funds</i>	BUDGET FY 2017	As of JAN 2018	Balance	33.33% % to date
176 Shepard State Park				
Revenues	89,500.00	32,197.50	57,302.50	35.9%
Expenditures	124,623.00	21,826.86	102,796.14	17.5%
300 USDA-NRCS EWP				
Revenues	486,453.00	0.00	486,453.00	
Expenditures	664,840.00	13,100.00	651,740.00	1.9%
350 Elevated Water Tank				
Revenues	1,122,500.00	0.00	1,122,500.00	
Expenditures	1,122,500.00	0.00	1,122,500.00	
351 Bemis Sewer Project				
Revenues	1,200,000.00	0.00	1,200,000.00	
Expenditures	1,200,000.00	0.00	1,200,000.00	
404 Solid Waste Fund				
Revenues	1,284,000.00	414,196.71	869,803.29	32.2%
Expenditures	1,305,000.00	334,551.99	970,448.01	25.6%
409 EPA: Brownfields Assessment				
Revenues	7,693.90	0.00	7,693.90	
Expenditures	7,693.90	0.00	7,693.90	

**JANUARY 2018
YEAR TO DATE TOTALS**

ENTERPRISE (400)

	BUDGET FY 2018	JAN 2018	Balance	33.33% % to date
Utility Fund Revenues	8,943,818.00	2,958,048.32	5,985,769.68	33.0%
Administration	2,805,776.00	942,270.18	1,863,505.82	33.5%
Water & Sewer O & M	2,955,884.00	862,989.23	2,092,894.77	29.1%
Debt Service	2,476,684.00	847,886.13	1,628,797.87	34.2%
Transfers	536,000.00	0.00	536,000.00	
Contingencies	200,000.00	0.00	200,000.00	
Utility Fund Expenditures	8,974,344.00	2,653,145.54	6,321,198.46	29.5%
<i>Total Operating Expenditures</i>	<i>5,607,660.00</i>	<i>1,784,594.86</i>	<i>3,823,065.14</i>	
<i>Total Capital Outlay Expenditures</i>	<i>154,000.00</i>	<i>20,664.55</i>	<i>133,335.45</i>	
<i>Total Debt Service</i>	<i>2,476,684.00</i>	<i>847,886.13</i>	<i>1,628,797.87</i>	
<i>Total Interfund Transfers</i>	<i>536,000.00</i>	<i>0.00</i>	<i>536,000.00</i>	
<i>Total Contingency Expenditures</i>	<i>200,000.00</i>	<i>0.00</i>	<i>200,000.00</i>	
<i>Check Total</i>	<i>8,974,344.00</i>	<i>2,653,145.54</i>	<i>6,321,198.46</i>	
 <i>Personnel</i>	 249,133.00	 64,548.53	 184,584.47	
<i>Supplies</i>	330,000.00	69,918.84	260,081.16	
<i>Other Services</i>	5,028,527.00	1,650,127.49	3,378,399.51	
<i>Capital Outlay</i>	154,000.00	20,664.55	133,335.45	
<i>Debt Service</i>	2,476,684.00	847,886.13	1,628,797.87	
<i>Interfund Transfers</i>	536,000.00	0.00	536,000.00	
<i>Contingencies</i>	200,000.00	0.00	200,000.00	
<i>Check Total</i>	<i>8,974,344.00</i>	<i>2,653,145.54</i>	<i>6,321,198.46</i>	

Enterprise Special Funds

	BUDGET FY 2018	JAN 2018	Balance	33.33%
421 MSB - Water Ionization Project				
Capital Outlay	55,131.74	692.00	54,439.74	

	BUDGET FY 2018	JAN 2018	Balance	33.33%
602 DEBT SERVICE: 2012 GUD BOND				
Revenue	1,397,350.00	467,116.40	930,233.60	33.4%
Bonds Payable	1,396,350.00		1,396,350.00	

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

ORDER NUMBER 053-2018

AN ORDER AUTHORIZING TRAVEL FOR THE CITY MANAGER PAULA YANCEY, MAYOR PHIL TORJUSEN AND COUNCILMAN RUSTY ANDERSON TO TRAVEL TO WASHINGTON D.C. TO ASSIST IN EFFORTS TO SECURE FEDERAL DOLLARS FOR THE CITY OF GAUTIER'S INFRASTRUCTURE PROJECTS.

WHEREAS, the City Council finds it is in the best interests of the City for the City Manager, Paula Yancey, Mayor Phil Torjusen, and Councilman Rusty Anderson to travel to Washington D.C. to assist in efforts to secure federal dollars for infrastructure projects within the City of Gautier;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Manager, the Mayor and Councilman Anderson shall be authorized to travel to Washington D.C. to meet with Legislators to discuss funding for infrastructure projects.

IT IS FURTHER ORDERED that all necessary travel costs known prior to the trip, including but not limited to accommodations and flights, will be paid for by the City.

IT IS FURTHER ORDERED that all necessary travel costs incurred by these individuals, as outlined in Miss. Code Ann. 25-3-41, which are actually incurred during this trip will be reimbursed by the City upon submission of receipts for such expenses.

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 Jackson** and the following vote was recorded:

AYES: **Phil Torjusen**
 Mary Martin
 Cameron George
 Richard Jackson
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

DEPUTY CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 6, 2018.

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

ORDER NUMBER 054-2018

WHEREAS, the Gautier Mayor's Youth Council provides youth with opportunities for personal growth and leadership development by encouraging an active role in community-sponsored activities and volunteer work. Members organize and participate in events that improve our city and unite all age groups; and

WHEREAS, the members of the Gautier Mayor's Youth Council personally solicited local businesses for support of the Youth Council; and

WHEREAS, the Bacot/McCarty Foundation has offered to donate \$500.00 to the City for support of the Gautier Mayor's Youth Council; and

WHEREAS, the Mayor and City Council Members find that this donation is in the best interests of the Gautier Mayor's Youth Council and the City of Gautier; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the monetary donation in the amount of \$500.00 from the Bacot/McCarty Foundation to support the Gautier Mayor's Youth Council is hereby accepted and authorized.

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 Jackson** and the following vote was recorded:

AYES: **Phil Torjusen**
 Mary Martin
 Cameron George
 Richard Jackson
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

DEPUTY CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 6, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 02/27/2018
Subject: Bacot/McCarty Foundation donation to Gautier Mayor's Youth Council

REQUEST:

The Grants and Projects Department requests City Council authorization to accept a monetary donation from the Bacot/McCarty Foundation to support the Gautier Mayor's Youth Council.

BACKGROUND:

The City of Gautier created its first Gautier Mayor's Youth Council in October 2017. The GMYC provides youth with opportunities for personal growth and leadership development by encouraging an active role in community-sponsored activities and volunteer work. GMYC members organize and participate in events that improve our city and unite all age groups.

DISCUSSION:

The Bacot/McCarty Foundation has sponsored the GMYC's activities with a \$500 donation.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council accept a monetary donation from the Bacot/McCarty Foundation in the amount of \$500 to support the Gautier Mayor's Youth Council.

City Council may:

- 1) Authorize acceptance of the monetary donation of \$500 as presented; or
- 2) Not approve acceptance of the monetary donation.

ATTACHMENTS:

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

ORDER NUMBER 055-2018

WHEREAS, the City would like to renovate the Gray House at Shepard State Park to become a meeting space for local clubs, non-profit organizations, and citizens; and

WHEREAS, the Gray House was damaged by a water leak in 2016 after a tenant who was serving as a park ranger for Shepard State Park moved out. A mold and mildew problem was caused by the water leak. The house requires renovation before it can be opened and used by the public; and

WHEREAS, the renovations can be accomplished through partnerships with the Mississippi Department of Wildlife, Fisheries & Parks, Mississippi State University Gulf Coast Community Design Studio, and non-profit Women in Construction. The Gulf Coast Community Design Studio is an outreach program of Mississippi State University's College of Architecture, Art + Design; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the execution of a Mississippi State University fixed price research agreement for work by the Gulf Coast Community Design Studio related to the Shepard State Park Gray House renovations project is hereby authorized.

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 Jackson** and the following vote was recorded:

AYES: **Phil Torjusen**
 Mary Martin
 Cameron George
 Richard Jackson
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

DEPUTY CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 6, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 02/28/2018
Subject: Mississippi State University Fixed Price Research Agreement-Shepard State Park Gray House Renovations

REQUEST:

The Grants and Projects Department requests that City Council authorize execution of a Mississippi State University fixed price research agreement for work by the Gulf Coast Community Design Studio related to the Shepard State Park Gray House renovations project.

BACKGROUND:

The City would like to renovate the Gray House at Shepard State Park to become a meeting space for local clubs, non-profit organizations, and citizens. The Gray House was damaged by a water leak in 2016 after a tenant who was serving as a park ranger for Shepard State Park moved out. A mold and mildew problem was caused by the water leak. The house requires renovation before it can be opened and used by the public. City staff determined that renovations can be accomplished through partnerships with the Mississippi Department of Wildlife, Fisheries & Parks, MSU's Gulf Coast Community Design Studio, and non-profit Women in Construction.

The Gulf Coast Community Design Studio is an outreach program of Mississippi State University's College of Architecture, Art + Design. It provides professional design and planning services to local communities and organizations to assistance in increasing their capacity to address issues of housing, public space, neighborhood development and the environment.

Design services were required to determine a new floor plan, create a scope of work, develop a preliminary cost estimate, etc. At the Nov. 21, 2017, City Council meeting, council members approved a GCCDS design phase proposal not to exceed \$3,571.13.

Once a schematic design is completed, GCCDS may coordinate with the City for additional services to include construction documents and construction administration.

DISCUSSION:

As the Gulf Coast Community Design Studio is an outreach program of Mississippi State University, the university requires a fixed price research agreement. The contract was forwarded subsequent to council approval of the proposal on Nov. 21, 2017. This does not obligate the City to any additional money.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize execution of a Mississippi State University fixed price research agreement for work by the Gulf Coast Community Design Studio related to the Shepard State Park Gray House renovations project.

The City Council may:

- 1) Authorize execution of the fixed price research agreement as presented; or
- 2) Not authorize execution of the fixed price research agreement as presented.

ATTACHMENTS:

1. MSU Fixed Price Research Agreement



MISSISSIPPI STATE UNIVERSITY™

Fixed Price Research Agreement

BETWEEN

City of Gautier, Mississippi

AND

Mississippi State University

Agreement No.: Banner Proposal # S18000625	Sponsor Name: City of Gautier, Mississippi		
Project Period Start: Dec 1, 2017	Sponsor Address: 3330 Highway 90		
Project Period End: Dec 31, 2018	Sponsor City: Gautier	Sponsor State: MS	Sponsor Zip: 39553
Contract Amount: \$3,571.13	ATTN: April Havens		
Subject: Sheppard Park Activity House Renovation			

Mail Invoice To:			Remit Payment To:		
Name: City of Gautier, Mississippi			Name: Mississippi State University		
Address: 3330 Highway 90			Address: P.O. Box 5227		
City: Gautier	State: MS	Zip: 39553	City: Mississippi State University	State: MS	Zip: 39762
ATTN: April Havens			ATTN: Sponsored Programs Accounting		

Types of Funds

Please indicate whether or not you will be using any Federal funds to pay MSU . (yes or No). If yes, please indicate the CFDA # (Catalog of Federal Domestic Assistance).

Mississippi State University agrees to perform under this agreement as outlined in the Schedule attached hereto. The rights and obligations of the parties to this agreement shall be subject to and governed by this Agreement.

Mississippi State University:	Sponsor:
Date:	Date:
Name: Jennifer Easley	Name:
Title: Director, Office of Sponsored Projects	Title:

Schedule

Fixed Price Research Agreement

Between

City of Gautier, Mississippi

AND

Mississippi State University

WHEREAS: This contract is entered into between [City of Gautier, Mississippi], hereinafter referred to as Sponsor, and Mississippi State University, an institution of higher education of the state of Mississippi, located in Starkville, Mississippi, hereinafter referred to as University.

WHEREAS: The Sponsor desires services in accordance with the scope of work outlined within this agreement, and

WHEREAS: The performance of such service is consistent, compatible and beneficial to the academic role and mission of the University as an institution of higher education and, in consideration of the mutual premises and covenants contained herein, the parties hereto agree as follows:

1. SCOPE OF WORK

The University agrees to provide its reasonable efforts in performing the work set forth herein and within the estimates provided below.

The University will assist the Sponsor in the conduct of the programs and projects of the Sponsor in accordance with the University's proposal as described in **Appendix A** which is attached hereto and by reference incorporated herein.

2. PERIOD OF PERFORMANCE

The period of performance of this contract shall begin on Dec 1, 2017 and shall not extend beyond Dec 31, 2018 unless such period is extended in writing by both parties.

3. COMPENSATION

A. The Sponsor agrees to compensate the University for the performance of work under Article 1 above, in a fixed price amount of [\$3,571.13] during the period of performance of this contract set forth in Article 2 above.

B. The University shall submit invoices to the Sponsor as follows:

Date	Amount
March 1, 2018	\$3,571.13
Upon Final Report	

Invoices will be sent to [City of Gautier, Mississippi]. Compensation shall be in the form of checks made payable to "Mississippi State University" and mailed to Ms. Denise Peebles, Assistant Controller for Sponsored Programs Accounting.

Office of the Controller

P.O. Box 5227

Mississippi State, MS 39762

4. AUDIT

Notwithstanding any other conditions of this contract, the books and records of the University will be made available upon request at the University's regular place of business, for audit by personnel authorized by the Sponsor. Additionally, financial records, supporting documents and other records pertinent to this contract shall be retained by the University for a period of three (3) years from the date of submission of the final expenditure report. The period of access and examination described above for the records which relate to (1) litigation or settlement, or (2) costs and expenses of this contract as to when exception has been taken by any of the organizations named above shall continue until such litigation, claims or exceptions have been disposed. The provisions of 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is applicable to this contract and are incorporated herein by reference.

5. KEY PERSONNEL

David Perkes

[] shall be designated as the University's Principal Investigator and shall be responsible for the conduct of the work by the University and shall not be replaced without the prior written approval of the Sponsor.

6. CONTROL OF RESEARCH

Control of research will rest entirely with University. However, it is agreed that University, through its Principal Investigator, will maintain continuing communication with a designated liaison for the Sponsor. The frequency and nature of these communications will be mutually defined by University's Principal Investigator and the Sponsor's liaison person.

The University's Principal Investigator is not authorized to change any element of this contract. All changes shall be consummated by formal written amendment signed by the authorized signatory of both parties to this contract.

7. REPORTS AND PUBLICATIONS

- A. A final Technical Report is due within 90 days after the end of the performance period or after final data is collected, whichever comes first. A final Financial Report, which shall serve as the final invoice, is due within 90 days after the end of the performance period. The University through the assigned Principal Investigator or designee is responsible for communicating with Sponsor for all necessary forms and materials to complete this project by the stated date. The final payment for services from the Sponsor to the University will be made upon delivery of the final written report.
- B. In all publications resulting from services performed under the contract, the University agrees to acknowledge the support of the Sponsor.
- C. Sponsor shall be entitled to a royalty free right to make, use and sell product(s) or service(s) embodying Intellectual Property, as defined below, which is not (i) patented or otherwise protected by a patent application or trade secret status; (ii) for computer software, protected by copyright. Accordingly, Sponsor shall have the right to freely use or otherwise exploit any and all unprotected data and other contents of the final Technical Report for any purpose.

8. EQUIPMENT

The University has title to equipment purchased under this agreement.

9. INSPECTION

Designated representatives of the Sponsor (and for the Government, if appropriate) shall have the right to inspect and review the progress of work performed pursuant to this contract. Access shall be granted to facilities used or otherwise associated with the work performed and to all relevant data, test results, computations, or analyses used or generated under this contract when such inspections are conducted. All such inspections shall be conducted in such a manner as to not unduly delay the progress of work and the Sponsor shall give the University reasonable notice prior to conducting any such inspections. Inspection by the Sponsor shall not relieve the University of its responsibility to fully and formally report the details of the work set forth herein.

10. INTELLECTUAL PROPERTY

Definitions - Intellectual Property - means individually and collectively all inventions, improvements, or discoveries and all works of authorship, excluding articles, dissertations, theses, and books, which are generated in the performance of the services agreement during the Contract Period.

Patents, Inventions or Computer Software

All rights and title to Intellectual Property conceived and first reduced to practice by University employees in the performance of this services agreement during the Contract Period belong to University and are subject to the terms and conditions of this agreement. All rights and title to Intellectual Property conceived and first reduced to practice by Sponsor's employees in the performance of this research agreement during the Contract Period belong to the Sponsor. Intellectual Property conceived and first reduced to practice jointly by University and Sponsor employees will be jointly owned.

Where the deliverable, scope or purpose of this agreement is to develop computer software, anything in this agreement to the contrary notwithstanding, the deliverable shall be an executable format of the software and does not include source code.

In recognition of Sponsor's contribution to this project, University agrees to give Sponsor first right of refusal to negotiate an exclusive license to University owned intellectual property developed as a result of this project.

Scholarly Works

Under University policy, the investigators own copyright in their Scholarly Works. Scholarly Works resulting from the research program are not subject to the term of this section. As used herein, Scholarly Works shall mean articles, dissertations, theses, and books which may be published or otherwise disposed by the authors.

11. EQUAL EMPLOYMENT OPPORTUNITY

The University agrees to comply with the provisions of Executive Order 11246 "Equal Employment Opportunity" as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity" and as supplemented by regulations at 41CFR part 60 to "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

12. INDEPENDENT PARTIES

The University is and will be acting as an independent party in the performance of this work and the University will be responsible for official actions/inactions of university employees or agents in the scope of their official employment. The University, by State law, maintains worker's compensation insurance covering all university employees.

It is not intended that the University would become liable to third parties by virtue of this agreement, nor does the University waive, hereby, any immunity it may have, including sovereign immunity and immunity arising under the 11th amendment of the United States Constitution.

13. TERMINATION

This agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

14. DISPUTES

Any dispute concerning a question of fact arising under this contract shall be resolved in the following manner: In the event of disagreement, the University and the Sponsor shall present their position in detail to the other party in writing, and both the University and the Sponsor hereby agree to negotiate in good faith to effect an equitable voluntary settlement.

15. LOBBYING

Funds awarded under this contract cannot be used by the University, or any agent acting for the University, to engage in any activities designed to influence the legislation or appropriations pending before Congress. Costs associated with such activity (commonly referred to as "lobbying") are unallowable as charges to this contract.

16. PROCUREMENT AND FINANCIAL MANAGEMENT STANDARDS

The University's financial management and procurement standards shall meet the requirements of 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

17. DRUG FREE WORKPLACE

The University certifies that it is in compliance with the provisions of the Drug Free Workplace Act (PL100-690).

18. DEBARMENT

The University certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Prime. The University shall comply with the regulations found at 45CFR Part 620, "Government-wide Debarment and Suspension (Non-procurement)."

19. APPLICABLE LAW

This agreement shall be construed in accordance with the laws of the State of Mississippi, excluding its conflict and choice of laws provisions.

--END--

Councilman Vaughan made the motion to go into Closed Session to determine whether to go into Executive Session. **Councilwoman Martin** seconded the motion and the vote carried unanimously.

Councilman Colledge made the motion to go into Executive Session to discuss potential litigation relating to the opioid crisis. **Councilman Jackson** seconded the motion and the vote carried unanimously.

Councilwoman Martin made the motion to approve the contract with Bossier & Associates, PLLC. relating to the opioid litigation. **Councilman Jackson** seconded the motion and the vote carried unanimously.

Councilman Vaughan made the motion to return to Open Session. **Councilwoman Martin** seconded the motion and the vote carried unanimously.

Councilman Vaughan made the motion to recess the meeting until March 20, 2018 at 6:30 P.M. **Councilwoman Martin** seconded the motion and the vote carried unanimously.

APPROVED:

MAYOR

ATTEST:

DEPUTY CITY CLERK

Submitted for approval by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 20, 2018.